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

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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	8	8	3. First Date * 9/4/2023	4. Last Date * 11/18/2023

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)* *

45	**a. Total Hours**	8	c. Monday	8	e. Wednesday	8	g. Friday
0	b. Sunday	8	d. Tuesday	8	f. Thursday	5	h. Saturday

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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

This application encompasses growing, care and harvest of apples, cherries, plums, prunes, pears, apricots, nectarines, peaches, tree fruit nursery, seed carrots, pepper plants, row crop vegetables and other orchard and farm labor. The worker will perform duties on a motorized platform, from the ground and/ or utilizing a ladder. The worker must possess the ability to pick-up and handle an 8-10 ft. orchard ladder.

This job requires a minimum of three (3) months of tree fruit farm/ranch experience.

The lifting requirement for this position is 60 pounds.
The anticipated hours listed represent the normal work schedule. Due to the nature of these crops, weather, and the requirement to send crops to customers when needed, it is the prevailing practice to work more or different hours than those listed.

A worker may be offered more than the specified hours of work; however, the worker will not be required to work for more than the number of hours specified in the job order, or on the worker's Sabbath or Federal holidays. Saturday work may be required.

Worker's job duties may require split shifts (e.g. 5:00 am to 10:00am and 5:00pm to 8:00pm). Work hours may vary were there are periods when extra hours are offered and periods of reduced hours are available due to weather, crop conditions, and time of year.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 15 . 68	☑ HOUR ☐ MONTH	$ ____ . ___	

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

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

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

H-2A Case Number: H-300-23190-175627 Case Status: Full Certification Determination Date: 09/12/2023 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. * 3

3. Training: number of months required. * 0

4. Basic Job Requirements (check all that apply) §

☐ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☐ d. Drug screen
☑ e. Lifting requirement 60 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? * ☐ Yes ☑ No

5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §

6. Additional Information Regarding Job Qualifications/Requirements. *
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)*

The offered wage rate is the highest of the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest.

C. Place of Employment Information

1. Place of Employment Address/Location *
6730 Elmore Road

2. City * Fruitland
3. State * Idaho
4. Postal Code * 83619
5. County * Payette

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

The employer owns, leases and/or operates all worksites on the application.

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 *
500 5th Street

2. City * Wilder
3. State * Idaho
4. Postal Code * 83676
5. County * Canyon

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

7. Total Units * 11

8. Total Occupancy * 40

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)* *

Units:

9B Mercer, 11A Mercer, 12A Andrew Circle, 13A Andrew Circle, 20 A Mercer, 13B Andrew Circle, 17B Andrew Circle, 53 Hoadley, 83 Gooding, 94A Reyes

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

E. Provision of Meals

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

The employer will furnish cooking facilities, utilities and utensils at no cost to workers occupying employer provided housing. Workers will purchase their own food and prepare meals. The employer will provide free transportation at least once a week for groceries, supplies, and/or banking services to workers living in employer provided housing.

In the event kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR
655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register (currently $15.46 per day), or as otherwise approved by the U.S.
Department of Labor.

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

F. Transportation and Daily Subsistence

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

The Employer will offer transportation from housing to worksites for those eligible workers.
The employer utilizes 5 -16 passenger vans for daily worker transportation.

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.)

All criteria for this benefit are identical for eligible foreign and domestic workers.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 15 . 46	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. * *(Please begin response on this form and use Addendum C if additional space is needed.)* See Addendum C		
2. Telephone Number to Apply * +1 (208) 452-4212	3. Extension § N/A	4. Email Address to Apply * henggelerpkg@fmtc.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 §
Henggeler	Kelly	
4. Title *		
President		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	7/8/2023

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

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Henggeler Packing	4915 Whitley Drive Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	GPS 43.635585/ -116.892678 Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	GPS: 43.7290061, -116.7842398 Notus, Idaho 83565 CANYON		9/4/2023	11/18/2023	8
Henggeler Packing	1750 SW 3rd Avenue Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	6730 Elmore Road Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	20928 Grape Lane Caldwell, Idaho 83607 CANYON		9/4/2023	11/18/2023	8
Henggeler Packing	GPS 43.877842/ -116.872365 Parma, Idaho 83660 CANYON		9/4/2023	11/18/2023	8
Henggeler Packing	GPS 43.630353/ -116.898407 Wilder, Idaho 83676 CANYON		9/4/2023	11/18/2023	8
Henggeler Packing	31276 Parma Road Parma, Idaho 83660 CANYON		9/4/2023	11/18/2023	8
Henggeler Packing	1755 SW 3rd Avenue Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8

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 §
Henggeler Packing	GPS 43.971561/ -116.921297 Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	1850 SW 3rd Fruitland, Idaho 83619 CANYON		9/4/2023	11/18/2023	8
Henggeler Packing	1750 SW 3rd Avenue Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	6805 Hwy 95 Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	5045 Elmore Road Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	6800 Whitley Drive Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	GPS: 43.877842/116.872365 Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8
Henggeler Packing	13577 Walker Lake Road Caldwell, Idaho 83607 CANYON		9/4/2023	11/18/2023	8
Henggeler Packing	5675 Sunset Road Fruitland, Idaho 83619 PAYETTE	Payetter	9/4/2023	11/18/2023	8
Henggeler Packing	6425 Hwy 95 Fruitland, Idaho 83619 PAYETTE		9/4/2023	11/18/2023	8

D. Additional Housing Information

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

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	31726 Parma Road Parma, Idaho 83660 CANYON		1	4	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	22730 Farmway Caldwell, Idaho 83607 CANYON		1	8	☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☑ Employer-provided ☐ Rental or public accommodations	31726 Parma Road Parma, Idaho 83660 CANYON		1	14	☐ 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-2A Case Number: H-300-23190-175627 Case Status: Full Certification Determination Date: 09/12/2023 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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*) *

Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit.

Deductions may be made for the recovery of any loss to the employer due to damage beyond wear and tear. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law.

b. Job Offer Information 2

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

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

The employer will accept referrals from any source. Candidates are strongly encouraged to register at their nearest employment office per 20 CFR 655.152(j) (i.e. i.e. Idaho Department of Labor SWA), where they will be apprised of the terms and conditions of employment and will refer applicants for a hiring interview if the applicant is qualified for employment. After coordinating referral with local order holding office, referring SWA should contact employer to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

Applicants can apply in person at 6730 Elmore Road, Fruitland, ID 83619, 8 am to 5 pm, for an application and/or interview. Federal law requires that all employees show proof of identity and eligibility to work. The employer complies with the law and will require all employees to provide documentation within the first three days of employment. Only the Foreman and the owners have the authority to hire workers. If you want to recommend someone for hire, please refer that person to your Foreman. Workers must meet all of the following criteria:
1.Are available and indicate willingness to work the contract period
2.Agree to abide by all material terms and conditions of employment;
3.Have transportation to job site at start of season for non-local workers (workers that cannot reasonably return home at end of workday) and daily for local workers.
4.Are legally entitled to work in the U.S.
5.Satisfy all minimum job requirement and are able, willing and qualified to perform the work.

Applicants that are unable to travel to the address above or need more information after office hours about the job opportunity may call (208) 452-4212. At that time, the employer will apprise applicants of qualifications, answer questions, assist in setting up an interview or conduct an interview via phone.

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

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

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

For inbound and outbound, the employer will provide or pay for charter bus services, commercial bus services or airline reservations or other modes of transportation to groups of workers or permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier transportation charges for the distances involved in addition to the daily subsistence as specified in Section F. 3.

Workers may select any means of transportation home they choose; however, the reimbursement is limited to lesser of the per-worker cost of employer-provided transportation or the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower for any damages, injuries, and personal or property losses.

At the time of filing, the modes of inbound and outbound transportation are not known, as the workers are permitted to select the means of transportation and will be reimbursed/paid no less than the most economical and reasonable common carrier transportation charges for the distances involved for inbound travel and outbound travel (when required).

Workers may be required to have a COVID-19 test before departing their home country or before taking transportation to the U.S.

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 - F.2. A. Inbound/Outbound Transportation

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

All criteria for this benefit are identical for eligible foreign and domestic workers.

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job-related reasons. The employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor before leaving the place of employment or terminated because of an act of God which makes fulfillment of the work contract impossible or if a foreign worker is displaced by a U.S. worker in accordance with 20 CFR 655.122(i)(4).

The employer will reimburse the workers for appropriate and reasonable inbound transportation costs (modes of transportation may verify, but could include charter bus, plane, taxi, etc.), VISA, CBP fee, and daily subsistence fees within the first work week in accordance with the FSLA requirements. Workers that do not complete 50% of the work contract may have inbound transportation reimbursement fees deducted from their final paycheck if they are terminated, quit or abscond from employment.

The employer may arrange inbound or outbound transportation to the workplace via charter bus, commercial bus and/or air transportation after workers receive visas. The carriers will meet federal transportation standards for commercial carriers.

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

If the worker completes the work contract period, or if the employee is terminated without cause, and the worker has no immediate subsequent H2A employment, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. 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 worksite to such subsequent employer's worksite, the employer must provide or pay 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 worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The employer understands it is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in 655.135(d) with respect to the referrals made after the employer's date of need.

Outbound: Workers eligible for this benefit who do not wish to avail themselves of employer-arranged return transportation will be provided their outbound transportation and daily subsistence checks before leaving the employer's workplace.

f. Job Offer Information 6

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

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

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 farm safety guidelines, practices and procedures.
2.Must wear all required and assigned personal protective equipment always when required to do so. Employee must wear proper clothing and footwear depending on the season. All footwear must be closed-toe due to safety precautions. Workers may not use a cellphone or handheld device while operating equipment
3.The employer or designated employee will provide instructions and general supervision. Employees will be expected to conform to the specific instructions given for each day's work.
4.Workers are expected to be on premises and ready to begin work at the beginning of their scheduled shift. If a worker will be absent or late, they must let the Manager or Foreman know as soon as possible, but in all cases,
before the scheduled shift begins. The worker may leave a voicemail stating the reason for being absent or late and, if possible a phone number where they may be reached
5.Employees will be required to attend an orientation on workplace rules, policies and safety information.
6.All work sites covered by this clearance order and all facilities of the employer are drug free workplaces. Employees must not report for work, enter employers' property, or perform service while under the influence of or having used illegal controlled substances. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.
7.No non-employees will be permitted in or adjacent to the work site. In particular, no children may be present at or adjacent to work sites or left in vehicles during the workday. Employees arriving at work with non-working children or other non-employees will be sent home.
8.Employees who are eligible for employer-provided housing will have employer-arranged transportation from the housing to the worksite.

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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 2. Terms and Conditions for Housing Rules

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

Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters.

Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning.

Workers must close all doors and windows while using heat and during adverse weather conditions.

Workers agree to have deductions made from their last paycheck for damages to housing as a result of breakage, damage caused by the worker dishonest of willful act, loss for damage of equipment beyond normal wear and tear consistent with state employment regulations, if found to have been the responsibility of the employee through civil court proceedings.

All visitors to the housing facility must check in with the employer and housing manager. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas, as long as, their presence does not disrupt nor interfere with the right of quiet enjoyment of all housing residents.

Workers may not be under the influence of drugs or alcohol in employer-provided housing or return to the employer-provided housing while drunk or under the influence of drugs.

Based on local, state and federal COVID guidance, employees may not visit other housing facilities or units for the benefit of each worker's safety. Non-employees and outside guests are prohibited entry into housing units unless authorized by the employer. If outside groups or agencies, including outreach agencies, require visits to workers, the employer will find a safe meeting place outside of the housing unit for worker access.

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 1. Terms and Conditions for Housing Rules

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

Mail and Telephone: Workers may receive mail P.O. Box 313, Fruitland, ID 83619. Workers may be contacted in the event of an emergency by telephone by contacting Hector Moncada at 208-452-4212. Collect telephone calls will not be accepted.

The employer will provide housing at no cost for H-2A workers and those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). Separate sleeping rooms will be designated for male and female employees. Kitchen and other common facilities will be shared.

The employer will distribute and post housing rules. Workers who do not comply with housing rules will face progressive discipline, up to and including termination of employment and removal from the housing. Workers who are provided with housing by the employer must vacate housing promptly at end of contract period or upon termination, in accordance with state law.

Employer will assign employees housing accommodations. No person not authorized by the employer may occupy employer-provided housing. Overnight guests are not permitted.
Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them.

Per 20 CFR 655.122(d), 653.501(c)(3)(vi): ?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.

Laundry facilities are provided to workers at the housing location. Some housing may charge a fee ($0.50-$1.50 per wash or dry). The employer will also provide each unit with a wash basin to wash clothing and bedding. If laundry facilities are not available at the housing location, the employer will provide (furnish) access to a laundry facility.

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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

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

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

Per 20 CFR 655.135 (j), 'The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport, 'or visa' fees. Worker will be reimbursed should the worker receive a visa and arrive at the place of work.

Please report any of the following conduct immediately to your supervisor or the main office. This conduct is prohibited.
1.If someone promises work in exchange for money or a favor;
2.If someone refers you to work in exchange for money or a favor;
3.If someone tells you that you will not be hired unless you pay them money;
4.If you are offered extra pay for anything other than your work;
5.If you are offered cash pay; or
6.If you are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit or cash the check)

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - No Complete, No Rehire Policy

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

Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. Employer has a no complete, no rehire policy. Termination for lawful job-related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately and will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship on a case-by-case basis. Employees are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete, no rehire policy.

Workers who are consistently unable to perform their duties in a timely and proficient manner consistent with applicable industry standards for all workers, considering all factors, 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 employee to work more efficiently. If performance does not improve after coaching and several warnings, the employee may be terminated. These standards are not linked to any specific productivity measure.

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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

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

Failure or refusal to carry out job assignments and management requests;
Falsification of any work, personnel, or other company records, including entering false information into the time clock or clocking in/ out for another person;
Dishonesty, including unauthorized taking of company equipment, property or funds;
Discrimination against or harassment of co-workers in retaliation against co-workers who complain about discrimination or harassment;
Possession, use, sale or being under the influence of alcohol or illegal drugs during work hours or on company property. ?Illegal drugs? includes all substances scheduled under the federal Controlled Substances Act (including marijuana) and including prescription drugs taken without or contrary to a prescription. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence alcohol or illegal drugs.
?Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.
?Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness or failure to call in when absent or late for work.
Bringing weapons onto company property;
Deliberate damage to company property or property belonging to another employee;
Verbal abuse, fighting or threatening another employee;
Violating safety rules or misuse of equipment;
Violation of any other company policy.

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 2. Additional Materials Terms and Conditions of the Job Offer

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

Tools & Equipment
The employer will furnish without charge all tools, supplies and personal protective equipment required to perform the job. Deductions in pay for breakage, loss or damage of equipment or tools beyond wear and tear will be made in accordance with state law. To secure a replacement at no cost for an employer provided item, the worker must present the worn-out item to be replaced.

Human Trafficking
You may contact the services or hotline listed below if you think that you may be a victim of trafficking: Emergencies: 911
Human Trafficking Hotline: 1-888-373-7888

COVID-19
Workers must comply and cooperate with all measures by the employer and as recommended or required by the Centers for Disease Control and other government officials such as COVID workplace and housing guidelines, such as the use of face coverings, worker health checks, social distancing, sanitation measures and any other recommendations, requirements or guidance. If the stay-at-home order is a government order, all workers must comply.

Workers may be asked to receive a COVID-19 vaccination and/or booster, to protect other workers and the public.

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

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - 1. Additional Materials Terms and Conditions of the Job Offer

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

Paychecks
Paychecks are issued weekly. Workers are responsible for following employer's guidance on time keeping for payroll hours. It is forbidden to falsify time records, to clock in or out for another person or to ask someone to clock in or out on someone else's behalf. It is against company policy to pay cash; all pay is issued via company checks.

Pay Stubs
The employer will furnish to the worker on or before each payday a written statement showing the workers total earnings, hourly rate, piece rate, hours of work offered, hours worked, itemization of deductions, units produced if paid by piece rate, beginning and ending dates of pay period, employer's name, employer's address and employer's Federal Identification number in accordance with 20 CFR 655.122(k).

Unemployment Insurance
Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.

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

Workers' Comp is coverage specifically designed to cover workplace injuries and illnesses and is provided by the employer.

n. Job Offer Information 14

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

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

Workers may also operate or tend equipment used in agricultural production and field preparation such as tractors, irrigation equipment and other commonly used equipment in agriculture and drive vehicles to transport farm workers, crop and equipment.

This position will also pack the farms own fruit and includes, peach dumping (workers will unload peaches from bins onto packing line), packing and placing peaches, pears, apples, cherries and plums in a container or bag on a specific packing line dedicated to the farm's own fruit.

The physical requirements for the pack room duties when assigned are standing or sitting for long periods of time, hand and eye coordination skills. May lift, push or pull up to 60 pounds, and stooping, bending or twisting the body.

All other duties assigned under this order will be those duties of Farm Worker and Laborer Crop, Nursery and Greenhouse, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.

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

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 - 1. Additional Job Duties

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

Workday start times vary depending on the weather. depending on the time of year, hours of daylight, and production requirements. Workers must be able to work varying shifts as required by the season and work performed. Workers are notified of any change in the start times. Work may be performed during rain, light snow, cold, freezing temperatures and/or in high humidity and in temperatures over a 100 degrees F. Worker may be required to work in fields when crops are wet with dew/rain and should have suitable clothing for variable weather conditions.

Workers must possess requisite physical strength and endurance to repeat the harvest process throughout the workday. Workers must work at a sustained, vigorous pace and make bona-fide efforts to work efficiently and consistently that are reasonable under the climatic and all other working conditions.

Workers may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so.

Workers with valid driver's licenses and that are insurable may transport workers, equipment or crop.
All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor.

Employer-paid drug test may be required if a worker has an accident at work.

If light duty work is assigned for a worker's compensation injury, the worker will be expected to return to work and perform the light duty work upon advice from a physician and the workers compensation insurance company.
Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper harvest methods and other crop specific issues such as particular grading and or sizing.

p. Job Offer Information 16

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

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

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

Row Crop Vegetables
Harvest row crop vegetables, such as cucumbers, melons, squash, pumpkins, sweet corn and beans by hand or using a knife, according to method appropriate for type of vegetable. Ascertains picking assignment from supervisor and places work aids, such as bucket, bins and tie wires, in assigned area. Picks vegetable from plant or soil or cuts vegetable from stem or root. Puts vegetable in container or lays bunches of vegetables along row for collection. Carries containers or armloads of bunched vegetables to collection point. Loads vegetables on to trucks.

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

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

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 *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Additional Referral Information

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

Workers referred by SWA should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. Upon hiring, employees must present original document or documents that establish identity and employment eligibility as required by the INA. Employees who do not comply with this requirement by the end of the third workday will not be permitted to continue employment.

The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker and approval of the ETA Regional Administrator.

r. Job Offer Information 18

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

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

Employer operated and/or provided vehicles are provided daily at no cost to those residing in employer-provided housing to and from designated worksites and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services).

Due to the nature of farming operations, the employers? vehicles, number of vehicles, and seating capacities in use may change regularly, but in general, will always be 1 or more and will consist of vehicles such as pickups, cars, vans, or farm machinery. Pickups, cars may seat up to 3-4 individuals, vans and buses may seat between 8-15 individuals, and farm machinery seats no more than 2 individuals.

The type of vehicle used may be subject to change due to operational necessities (e.g. mechanical failure requiring vehicle replacement).

Eligible workers that decline employer-provided housing are responsible for their own daily transportation to and from designated worksites.

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

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

Vehicle safety standards at 29 CFR 500.104 will apply and all vehicles comply with applicable local, State and Federal law and regulations, as well as, at minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required by law. All vehicles will be covered under the employer?s insurance policy. If workers' compensation is used to cover transportation in lieu of vehicle insurance, the employer will either ensure that the workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation and it must have property damage insurance.

A daily transportation schedule is not available at the time of filing and is subject to change daily depending on farm duties, weather, and crop conditions. Workers will be apprised of the workday schedule and will be responsible for driving to the worksites or meeting the daily transportation each morning either at employer-provided housing and, if applicable, central pick-up points to the places of employment.

Workers will be apprised at the end of the workday when the transportation (employer-provided passenger vehicles as listed) will be departing the worksite(s).

t. Job Offer Information 20

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

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

Deductions:
Health Insurance is a benefit that some employers offer their workers for preventative care and medical expenses. If workers elect to participate in the health care plan, they may choose to pay for premiums by a payroll deduction for any additional health insurance in addition to the no cost workers' compensation coverage provided by the employer

The offered wage rate is the highest of the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. These rates are subject to change and may increase or decrease during the period of this contract based on the adverse effect wage rate (AEWR) or the prevailing piece rate. The adverse effect wage rate (AEWR) may be rescinded by court order or other action throughout the contract period.

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