

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



A. Job Offer Information

1. Job Title * Farmworkers, laborers and Agricultural equipment operators							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	200	48	3. First Date * 4/15/2024	4. Last Date * 11/15/2024			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
						a. 6 : 30	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
						b. 1 : 00	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *	8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 19 . 25		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ 00 . 05		.05 to \$2.00		
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> 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							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 *			
151 Low Rd			
2. City *	3. State *	4. Postal Code *	5. County *
Yakima	Washington	98908	Yakima
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
See Addendum B			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
1591 Lucy Ln			
2. City *	3. State *	4. Postal Code *	5. County *
Zillah	Washington	98953	Yakima
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		4	96
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
None			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

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E. Provision of Meals

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

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

See Addendum C

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

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

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

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

See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions

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

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

See Addendum C

2. Telephone Number to Apply *
+1 (509) 424-4240

3. Extension §
381

4. Email Address to Apply *
kflm_h2a@superapple.com

5. Website Address (URL) to Apply *
<https://worksourcewa.com/>

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

- 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.
- 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).
- 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.
- 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).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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

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

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

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

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

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

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

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

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



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

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

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

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

1. Last (family) name * Abdelatiff	2. First (given) name * Chafeka	3. Middle initial §
4. Title * Chief People Officer		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/9/2024
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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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
	Weed Control	\$ 04 . 00	Piece Rate	\$4.00 - \$6.00-per row
	Attaching wire to anchors	\$ 00 . 05	Piece Rate	\$0.05 - \$1.00- per wire
	Hanging drip tube on wire	\$ 00 . 05	Piece Rate	\$0.05 - \$10.00- per row (1-3 tubes per row)
	Hanging poly tube on wire	\$ 00 . 05	Piece Rate	\$0.05 - \$1.00 per row
	Codling Moth Mating Disruption Application	\$ 00 . 05	Piece Rate	\$0.05 - \$4.00 - per dispenser hanged
	Shade Net	\$ 00 . 05	Piece Rate	\$0.05 - \$5.00 - per small panel
	Pruning	\$ 00 . 05	Piece Rate	\$0.05 - \$5.00 - full tree
	Pruning	\$ 00 . 05	Piece Rate	\$0.05 - \$1.00 - partial tree
	Thinning	\$ 00 . 05	Piece Rate	\$0.05 - \$5.00 - full tree
	Thinning	\$ 00 . 05	Piece Rate	\$0.05 - \$1.50 - partial tree

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

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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
	Tree Training	\$ 00 05	Piece Rate	\$0.05 - \$1.50 - partial tree
	Weed Control	\$ 00 05	Piece Rate	\$0.05 - \$1.00 - per tree or sprinkler
	Tree Training	\$ 00 05	Piece Rate	\$0.05 - \$5.00 - full tree
	Wire Staples	\$ 00 05	Piece Rate	\$0.05 - \$3.00 - per staple (5 staples to be installed per post)
	Marking Staple Locations on Posts	\$ 00 05	Piece Rate	\$0.05 - \$1.00 - per post location
	Apple Harvest Honeycrisp	\$ 20 00	Piece Rate	Standard size bin (47x47x24.5), wage will be between \$20.00 - 40.00 (per bin). Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. estimated hourly piece rate will be 20.33/hr. Guaranteed AEWR is \$19.25/hour.
	Apple Harvest- Organic Honeycrisp	\$ 20 00	Piece Rate	Standard size bin (47x47x24.5), wage will be between \$20.00 - 40.00 (per bin). Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. Estimated equivalent hourly piece rate will be 20.33/hr for all Apple Harvest varieties. Guaranteed AEWR is \$19.25/hour.
	Apple Harvest-Gala	\$ 20 00	Piece Rate	Standard size bin (47x47x24.5), wage will be between \$20.00 - 40.00 (per bin). Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. Estimated equivalent hourly piece rate will be 20.33/hr for all Apple Harvest varieties. Guaranteed AEWR is \$19.25/hour.
	Apple Harvest- Red	\$ 20 00	Piece Rate	Standard size bin (47x47x24.5), wage will be between \$20.00 - 40.00 (per bin). Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. Estimated equivalent hourly piece rate will be 20.33/hr for all Apple Harvest varieties. Guaranteed AEWR is \$19.25/hour.
	Apple Harvest-Fuji	\$ 20 00	Piece Rate	Standard size bin (47x47x24.5), wage will be between \$20.00 - 40.00 (per bin). Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. Guaranteed AEWR is \$19.25/hour. Estimated equivalent hourly piece rate will be 20.33/hr for all Apple Harvest varieties.

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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
	Apple Harvest- Autumn Glory	\$ 20 . 00	Piece Rate	Standard size bin (47x47x24.5), wage will be between \$20.00 - 40.00 (per bin). Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. Estimated equivalent hourly piece rate will be 20.33/hr for all Apple Harvest varieties. Guaranteed AEWR is \$19.25/hour.
	Apple Harvest- Organic Gala	\$ 20 . 00	Piece Rate	Standard size bin (47x47x24.5), wage will be between \$20.00 - 40.00 (per bin). Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. Estimated equivalent hourly piece rate will be 20.33/hr for all Apple Harvest varieties. Guaranteed AEWR is \$19.25/hour.
	Apple Harvest- Cosmic	\$ 20 . 00	Piece Rate	Standard size bin (47x47x24.5), the prevailing wage is \$28.26 (per AOWL). The estimated hourly wage rate equivalent calculation is \$21.20 based on worker filling .75 bin/hr. Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. Estimated equivalent hourly piece rate will be 20.33/hr for all Apple Harvest varieties. Guaranteed AEWR is \$19.25/hour
	Apple Harvest- Granny Smith	\$ 20 . 00	Piece R	Standard size bin (47x47x24.5), wage will be between \$20.00 - 40.00 (per bin). Will vary based on various factors including size on trees, size of apple, type of picking procedure and weather. Estimated equivalent hourly piece rate will be 20.33/hr for all Apple Harvest varieties. Guaranteed AEWR is \$19.25/hour.
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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Kershaw Farm Labor Management Inc.	7541 E Zillah Dr Outlook, Washington 98938 YAKIMA		4/15/2024	11/15/2024	48
Kershaw Farm Labor Management Inc.	970 Kershaw Hghts Rd Sunnyside, Washington 98944 YAKIMA		4/15/2024	11/15/2024	48
Kershaw Farm Labor Management Inc	1270 Tibbling Rd Yakima, Washington 98908 YAKIMA		4/15/2024	11/15/2024	48
Kershaw Farm Labor Management Inc	10401 Vanbelle Rd Sunnyside, Washington 98944 YAKIMA		4/15/2024	11/15/2024	48
Kershaw Farm Labor Management Inc.	1591 Lucy Ln Zillah, Washington 98953 YAKIMA		4/15/2024	11/15/2024	48
Kershaw Farm Labor Management Inc.	263 Breaum Rd Yakima, Washington 98908 YAKIMA		4/15/2024	11/15/2024	48

D. Additional Housing Information

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer accepts referrals and applicants from all sources. Interview required, Employer conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in person. Contact employer Monday through Friday during the hours of 7:30am to 1:30pm PST. Referring State Workforce Agency (SWA) responsible for informing applicants about terms and conditions of employment. After coordinating referrals with local order holding office, referring SWA should contact employer to provide notice of referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by SWA if holding office intends to refer multiple applicants concurrently. To be eligible for employment, applicant must: 1. Be able and willing to perform the specified job duties for the duration of the contract period. 2. Have been appraised of all material, terms, and conditions of employment. 3. Agree, to obey all material terms and condition of employment. 4. Be legally authorized to work in the United States; AND 5. Satisfy all minimum job requirements			

b. Job Offer Information 2

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Inbound and Outbound Travel i. Employer will pay contracted charter buses to transport workers, or reimburse worker's inbound travel costs from worker's permanent residence to the employer's place of business. Or, in other words, the place of employment from the place from which the worker has come to work (inbound) and from the place of employment to the place from which the worker departed (outbound) (1) Payment or reimbursement of inbound travel costs shall include costs incurred by worker for transportation (outside of employer chartered bus), visa issuance, consular processing, border crossing, and other related fees (excluding passport fees), and a daily subsistence for meals. (2) Workers with acceptable receipts will be reimbursed up to the current maximum subsistence rate published in the Federal Register, currently \$59.00 per day. Workers that cannot provide receipts will be reimbursed the minimum subsistence rate published in the Federal Register, currently \$15.88 per day. Transportation reimbursements shall be calculated at worker's actual cost, but shall not exceed the most economical and reasonable common carrier transportation costs for the distance involved. (3) Employer will reimburse worker along with pay for the first workweek to the extent that such inbound travel costs reduce worker's earnings below the FLSA minimum wage. Pursuant to 20 CFR §655.122(h)(l), employer will reimburse all inbound travel costs by the 50% point in the Employment Period to any worker who completes the first half of the Employment Period. ii. Employer will provide or pay worker's outbound travel costs if worker completes the Employment Period or is released from the Agreement by Employer prior to the contract end date. (1) Outbound travel costs include transportation and daily subsistence from the employer's place of business to worker's permanent residence. Daily subsistence will be calculated in accordance with the rates specified in paragraph 5(B) (i) (2) above. (2) In the event that worker has accepted employment with a subsequent employer that has agreed to provide or pay outbound travel costs to worker's permanent residence, employer will provide or pay outbound travel costs only to the place of subsequent employment. (3) Employer will not provide or pay outbound travel costs to worker if worker voluntarily resigns, abandons employment (five consecutive workdays of unexcused absence), or is terminated for cause.			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If worker resides in employer-provided housing, employer will provide at no cost to worker daily transportation between the housing and the work site (via a fleet of vehicles, including- at least 17- 15 passenger employer owned or leased passenger vans, 2- 2passenger over the road- pickup trucks, and 3,-48 passenger buses) depending on job duties for the workday. Workers will be apprised of the workday schedule and will be responsible for driving to the worksites or meeting the daily transportation each morning. There is no set transportation schedule as workdays vary due to weather and crop conditions. Workers will be apprised at the end of the workday when the transportation (vans, pickups or buses) will be departing the worksite(s). Employer will also provide free transportation, at least once per week, to and from the neighboring closest town for supplies and/or banking services.</p> <p>ii. Employer will provide at no cost to worker incidental transportation between worksites.</p> <p>iii. Employer operated and/or provided vehicles are provided at no cost to the workers and comply with all 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.</p> <p>iv. All employer-provided transportation shall be in accordance with applicable local, state, and federal laws and regulations. Transportation will comply with all safety, licensure, and insurance requirements. Use of employer-provided transportation is voluntary; worker is not required to utilize transportation as a condition of employment.</p> <p>v. All criteria for this benefit are identical for eligible foreign and domestic workers.</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>i. Employer will pay worker by check, pay card, and/or direct deposit (Employer pays any associated fees). The payroll period is weekly.</p> <p>ii. Employer will furnish to worker, on or before each payday, one or more written statements reflecting: (1) worker's gross earnings for the pay period; (2) the beginning and ending dates of the pay period; (3) hourly rate of pay; (4) piece rates and daily number of units produced, if applicable; (5) work hours offered by employer and, separately, hours actually worked by worker; (6) an itemization of all deductions; (7) net earnings; and (8) Employer's name, address, and FEIN.</p> <p>iii. Employer agrees to retain all documents required under 20 CFR § 655.122(j) and 20 CFR § 655.167 for a period of not less three (3) years than from the date of certification. Employer agrees to make all such documents available for inspection and transcription upon request by worker, an authorized representative of worker, the Secretary of Labor or a duly authorized and designated representative.</p> <p>iv. Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, Internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct the worker's portion of workers' compensation premiums and/or Paid Family and Medical Leave premiums, Washington Cares Act, up to the maximum allowable amounts under Washington State law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing. Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages and/or replacement of tools, PPE and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.</p> <p>v. In accordance with eight CFR § 2 14.2(h) (5) (xi) (A) and 20 CFR § 655.135(j)-(k), Employer prohibits the solicitation of and payment of recruitment fees by worker. If worker pays or is solicited to pay such a fee, worker must notify employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Rate of Pay
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * i. Employer will pay worker no less than the applicable H-2A wage rate, defined as the highest of: (1) the USDOL-promulgated AEWR; (2) the prevailing hourly wage rate or piece rate; (3) an agreed-upon collective bargaining wage (employer is not subject to a collective bargaining agreement); or (4) the federal or state minimum wage in effect at the time work under this Agreement is performed. The current applicable H-2A wage rate is \$19.25 per hour. This wage rate is not based on commission, bonuses, or other incentives. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay if required by state law. Overtime pay, if applicable, will apply at 1.5 times the regular rate of pay for all hours worked in excess of 40 hours in a workweek. Workers shall receive a paid 10 minute rest break for every four (4) hours worked. Rest breaks will be paid at the regular rate of pay. If workers are paid by a piece rate (see above), the regular rate of pay shall be determined by dividing the total piece rate earnings for the pay period by the total hours worked in that period, exclusive of rest breaks, or the minimum hourly rate required by law, whichever is greater.			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Sick leave
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers shall accrue one (1) hour of paid sick leave for every 40 hours worked. Sick leave will be paid at regular rate of pay. Workers are entitled to use paid sick leave beginning on the 90th calendar day after the contract start date. Unused sick leave of 40 hours or less will be carried over to the following year. Workers terminated for cause or who voluntarily resign employment shall forfeit all unused paid sick time			

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



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Apple Harvest: Worker will hand harvest apples. Worker will attach harness, bucket or bag and pick low hanging fruit while standing on the ground and higher branches while standing on a ladder. Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. Worker will carry harness, bucket or bag of up to 60 lbs. and will place fruit into wooden bins, 47" x 47" x 24.5" which hold approximately 25 bushels of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. Some workers may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. Apple harvest operations may be conducted as a 24-hour operation during peak harvest. Additional shifts may be implemented to fulfill harvest needs.</p> <p>Quality Standard for harvest:</p> <p>Care must be taken when picking so as not to damage or bruise fruit. Workers must be able to pick and dump fruit without stem pulls, punctures, bruising or other damage which diminishes quality. Observation of bruised, damaged or cull fruit by the checker will result in a written disciplinary notice. After three written notices a worker's employment may be terminated. A written disciplinary notice may occur when a bin is inspected and culls, bruised or damaged fruit are found by the checker, as follows:</p> <p>10 Apple Sample</p> <p>3 Categories: Major, Minor, and Combination of Major and Minor</p> <p>Major Category</p> <p>1.Big Bruises</p> <p>2.Punctures</p> <p>*3 apples that are categorized as major would lead to discipline or be considered as a violation of the quality standard</p> <p>Minor Category</p> <p>1.Small Bruises</p> <p>2.Stem Pulls</p> <p>3.Spurs</p> <p>*5 apples that are categorized as minor would be lead to discipline or be considered as a violation of the quality standard</p> <p>Combination of Major and Minor</p> <p>*4 apples that are categorized as minor and major would lead to discipline or be considered as a violation of the quality standard</p> <p>Training</p> <p>Workers will be given a two-day training period. During the two-day training period, workers will not be disciplined based on quality.</p>			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Description
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Non-supervisory farmworkers may demonstrate tasks to others. Designated workers may be responsible for acting as a liaison between the crew and the supervisor to communicate progress of production tasks and communicate work completed for the day.</p> <p>Workers injured on the job and unable to perform the full range of duties may be offered light duty, if available. Light duty tasks may vary depending on availability of task, nature of worker's injury, and instructions from worker's physician. Light duty tasks may include any combination of the following:</p> <p>Planting: Propagate plants by placing buds/scions. Plant seedlings or 'liners' by hand or with mechanical planter. Clear cull stock, brush and debris. Dig holes and shovel dirt.</p> <p>Tree Training: hoeing, tree painting, and weed mat application. Tie/position trees and limbs, together and to trellises, using string, tape, wire or other fasteners and supports.</p> <p>Thinning: Hand thin to control the size and quality of fruit. Remove fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Must accurately identify and remove misshapen, damaged or otherwise unmarketable fruit.</p> <p>Pruning: Hand pruning based on fruit variety. Use manual and mechanized pruning tools and equipment. Identify and remove stubs or broken branches, downward-growing branches, branches rubbing against each other, shaded interior branches, dead wood, shoots-suckers, and selectively remove diseased limbs and branches due to fire blight and/or bacterial canker.</p> <p>Use/handle ladders up to 12 ft. in length and weighing up to 30 lbs. or perform work on motorized platform.</p> <p>Blight and insect checking - Check fruit trees for blight and insect damage. Mark trees.</p> <p>Light thinning - Thin fruit trees. Break up fruit clusters. Cup fruit in hand, and drop fruit to ground. Requires standing.</p> <p>Tree counting. Walk through orchard and count number of trees in row. Requires standing.</p> <p>Equipment washing - Wash equipment with hose and other cleaning tools.</p> <p>Brush removal - Remove brush, walking from tree to tree, removing loose branches by hand. Requires standing and walking.</p> <p>Property cleaning - Use trash grabber and plastic bag to pick up and collect debris from farm property. Empty trash as needed.</p> <p>Restroom cleaning - Clean/organize bathroom facilities. Empty trash as needed.</p> <p>Restroom attending -Monitor that workers follow food safety rules by ensuring that workers are washing their hands before and after bathroom use. Will also ensure that bathroom stays clean and stocked.</p> <p>Security monitoring - Observe traffic and personnel and document activity for report to supervisor/management.</p> <p>Safety Training - Read and review safety training materials - May lay down and/or stretch as needed.</p> <p>Over flow leveling - Move excess apples by hand between apple bins so they fit properly. May carry picking bag to carry excess apples to move between bins. Requires standing and walking.</p> <p>Mylar removal - Lift Mylar plastic off the ground and either pull out of the row or move to the side. Requires standing and walking.</p> <p>Light pruning - Remove unwanted branches from young trees using hand clippers. Requires standing and walking. No ladder required.</p> <p>Light blossom thinning - Remove flowers off trees by hand. Requires standing and walking.</p> <p>Light tree training - Using tape dispenser or string to tie small tree limbs to trellis system. May be on a platform or ground. Requires standing and walking. No ladder required.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Description harvest
3. Details of Material Term or Condition (up to 3,500 characters) * Job Description and Requirements This job requires a minimum of three months of prior experience working in a tree fruit orchards, handling both manual and machine tasks associated with fruit production, pruning activities and showing proficiency with orchard ladder use. Workers must be able to perform all duties with accuracy and efficiency. Workers will harvest apples, plant, thin, prune, train apple trees, perform orchard labor, perform duties on a motorized platform, from the ground and/or utilizing a ladder. Worker must possess the ability to pick up and handle a 10-12 foot orchard ladder. All other duties assigned under this order are those of the Farm Worker, Diversified Crops, and Standard Occupational Classification (SOC): 45-2092 and 45-2091 job under the Bureau of Labor Statistics. Spread plastic or other ground covering. Clean plastic by hand from ground upon removal. Till soil. Weed and thin plants. Transplant plants by hand. Take care to prevent damaging produce and plants. Mow, cut, and weed fields. Perform ditching, shoveling, hoeing, hauling, ground preparation, and other manual tasks. Bending, stooping and kneeling required. Use hand tools including but not limited to hoes, shovels, shears, clippers, loppers, and saws. Lift, carry, and load/unload products or supplies. Use/maintain power equipment including but not limited to: tractors, planters, mowers, plows, sprayers, cultivators, power shears, chain saws, high lifts, forklifts, skid loaders and platforms. Must operate agricultural equipment safely, with or without direction. Repair and maintain farm vehicles, implements, and mechanical equipment. Workers may not use a cell phone or handheld device while operating equipment. Workers with a clean driving record (no major moving violations such as but not limited to Driving While Intoxicated or Reckless Driving) and able to obtain an insurable driver's license may drive company vehicles to transport workers from housing to the job site and/or to the grocery store and banking needs. Care of young non-producing fruit trees, including weeding, tree trunk painting, hand fertilizing and hand clipping. Workers will install, deploy, repair and remove shade cloth and trellis by placing posts, wires and cloth for support and shade of orchards using hand and mechanical tools. Set up/maintain irrigation systems and water lines. Move and install irrigation pipes and equipment. Apply pesticides, herbicides, fungicides, and other crop protectants. Mix and apply fertilizers, plant growth chemicals, conditioners, and other plant related treatments at the correct times depending on plant type, growth, and climate and crop conditions. Dig and maintain ditches. Install and remove levee gates. Clear debris from field and clean/maintain farm buildings, structures, equipment, and work areas. Repair/ maintenance farm buildings, fences, and other structures. Workers will be required to attend an orientation on workplace rules, policies and safety information prior to beginning work on or after the date of need, and continuing safety meetings throughout the contract period.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Description
3. Details of Material Term or Condition (up to 3,500 characters) * Spray Flagger – Notify spray operator of any vehicles or people approaching spray area. May sit if required. Unless otherwise noted, job duties may be performed sitting or standing as needed, may be performed with use of one hand, and do not require use of dominant hand. If lifting is involved, weight will not exceed lifting amount approved by worker's physician.			

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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 - Job Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work is done in the field for long periods. Workers may assist in handling product weighing up to 60 pounds and lifting to a height of 5 feet. Workers must work on their feet in bent positions for long periods. Work requires repetitive movements and extensive walking. Work required in fields when plants are wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures in fields during working hours can range from 10 to over 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.</p> <p>Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job.</p> <p>Workers should be able to do the work required with or without reasonable accommodations.</p> <p>Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable footwear. Shorts, bathing suits or other casual clothing not permitted. Workers wearing clothing inappropriate for work will not be permitted to start work.</p> <p>Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers expected to perform basic duties in a timely and proficient manner without close supervision.</p> <p>Non-employees access to worksites or adjacent areas strictly prohibited. Non-working minors may not be present, adjacent to worksites, or left in vehicles during the day.</p> <p>Workers may not report for work while under the influence of alcohol or drugs. The possession or use of illegal drugs, marijuana or alcohol on company premises is prohibited and will be cause for termination. Use, possession, transfer, offer, sale or manufacture of marijuana and/or controlled substances strictly prohibited. All worksites are alcohol and drug free workplaces. Employees must not report for work, enter the employers' property or perform service while under the influence of or having used alcohol, marijuana, illegal controlled substances, or any other substance that may in any way adversely affect their alertness, coordination, reaction or safety. Employer-paid post-hire random, upon suspicion, and post-accident drug testing required.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Terms
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If a worker, who is working at piece rate pay fails to earn the Adverse Effect Wage Rate (AEWR) in place at that time and in that location, workers wage will be augmented so that the AEWR is earned for the appropriate period. Any given worker whose piece rate pay productivity results in piece rate pay less than AEWR, or who otherwise fails to demonstrate reasonable and diligent efforts in the performance of piece rate pay work may be provided up to three warnings, and be coached/instructed on working faster and more efficiently. Worker may be terminated upon issuance of third warning.</p> <p>At various times, tasks will be paid by the piece ("piece-rate pay"). Piece-rate pay is often used to compensate tasks that involve the production of a specified unit. Examples include paying by the bin for picking fruit, or paying by the tree or row for pruning or thinning trees. Piece rate work could also be performed on a platform under a piecework sharing arrangement in which the total pieces produced on the platform are divided equally among the workers on that platform for that day. When workers are assigned a task that is compensated by piece-rate pay we will record all of your hours dedicated to such task. The hours dedicated to the task include both work time that directly produces the unit, as well as all other activities, which are related, involved with, incidental to, and/or necessary to the production of the unit. Such activities include walking in and out of the orchard or field, moving ladders, emptying bags, and travel between rows and/or adjacent fields. Also included is any time addressing quality or performance with your supervisor, or retrieving a ladder, a picking bag, a lopper/pruner, or other similar equipment that is necessary for the completion of the task. All such activities are expressly included in the piece-rate pay and will not be separately compensated. The piece-rate pay you are being paid is calculated to include all of these related and incidental aspects of the assigned task. Piece-rate pay does not include rest breaks, which will be paid separately, trainings that are not directly related to the task at hand, and travel between non-adjacent blocks. Piece rate pay amounts may change from day-to-day and/or task-to-task or even mid-day and/or mid-task.</p> <p>All workers will be eligible to participate in activities related to Kershaw Farm Labor Management, Inc. obtaining and maintaining certification from the Equitable Food Initiative (EFI). EFI is a unique program that promotes collaboration between management and the workforce through, for example, the creation of cross-functional teams that gather data and assist in problem-solving issues that could take the operation out of conformance with the EFI Standards. Activities may include voluntarily participating on cross-functional teams and being available to engage with auditors assessing conformance to the EFI Standards.</p>			

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

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



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 - terms 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Persons seeking employment in this position must be available for the entire period requested by the employer. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. All workers will be subject to a trial period of up to two days during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker if the employer reasonably finds worker's performance during the trial period to be unacceptable. Employer reserves the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but is unwilling to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason. The employer may discipline the worker, including brief suspension of work activities/employment for a set period determined by the supervisor or termination of employment as described in the Work Rules. Employer has a no complete, no rehire policy. Resignation before the contract end date may disqualify the employee from future employment opportunities with this employer. Employer will consider and evaluate resignations due to 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. Employment in this contract does not guarantee employment in any future contract. All terms and conditions included in the job order will apply equally to all workers, both U.S. workers and H-2A workers, employed in the occupation described in this job order.</p>			

n. Job Offer Information 14

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meals
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). All workers share dining, kitchen /cooking facilities and other common areas. In the event that 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, or as otherwise approved by the U.S. Department of Labor.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Schedule												
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work Schedule</p> <p>i. Employer will offer 35 hours per week, weather and crop conditions permitting. The standard workweek is six (6) days per week, Monday through Saturday.</p> <p>ii. The standard workday is as follows:</p> <table border="1"><thead><tr><th>Work Day(s)</th><th>Start Time</th><th>End Time</th><th>Total Hours</th></tr></thead><tbody><tr><td>Monday– Friday</td><td>6:30 AM</td><td>1:00 PM</td><td>6 hours/day</td></tr><tr><td>Saturday</td><td>6:30 AM</td><td>12:00 PM</td><td>5 hours/day</td></tr></tbody></table> <p>The employer may offer 2 shifts per 24 hours with an unpaid lunch break Monday through Saturday:</p> <p>(Shift 1) 6:30 a.m. to 1:00 p.m.; Sat. 6:30 a.m. to 12:00 p.m.</p> <p>(Shift 2) 4:00 p.m. to 10:30 p.m.; Sat. 4:00 p.m. - 9:30 p.m.</p> <p>Each worker will be assigned to a shift.</p> <p>iii. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify worker of any change to start or end time.</p> <p>iv. Worker agrees to work at least 6 hours Monday through Friday and 5 on Saturday, excluding the worker's Sabbath and federal holidays. Workers will have an unpaid lunch break. Employer may request, but not require, worker to work more than the stated daily hours and/or on worker's Sabbath or a federal holiday.</p> <p>v. Employer guarantees to offer worker at least three-fourths of the work hours of the total Employment Period, including any applicable extensions thereof ("3/4 Guarantee"), beginning with worker's first workday and ending on the contract end date or its extension, if any.</p> <p>(1) If employer fails to satisfy the 3/4 Guarantee, employer will pay to worker the amount that worker would have earned had worker, in fact, worked for the guaranteed number of hours.</p> <p>(2) All hours actually worked by the worker will count towards satisfying the ~ Guarantee regardless of when such hours worked occurred.</p> <p>(3) Hours within the standard work schedule (except those on the worker's Sabbath or a federal holiday) that are offered by Employer, but that the worker declines to work, will also count towards satisfying the 3/4 Guarantee.</p> <p>(4) The 3/4 Guarantee shall be void if worker voluntarily resigns, abandons employment (five consecutive workdays of unexcused absence), or is terminated by employer for a lawful, job-related reason. In such cases, employer shall notify USDOL (and DHS, in the case of a foreign H-2A worker) in writing no later than two (2) working days after such separation occurs.</p>				Work Day(s)	Start Time	End Time	Total Hours	Monday– Friday	6:30 AM	1:00 PM	6 hours/day	Saturday	6:30 AM	12:00 PM	5 hours/day
Work Day(s)	Start Time	End Time	Total Hours												
Monday– Friday	6:30 AM	1:00 PM	6 hours/day												
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p. Job Offer Information 16

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p>			

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