



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

A. Job Offer Information

1. Job Title * Orchard Worker							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	1616	584	3. First Date * 5/20/2024	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.						☐ Yes ☒ No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
39.5	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	4.5	h. Saturday
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		☒ HOUR ☐ MONTH		\$ 00.00		See Addendum A.	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						☒ Yes ☐ N/A	
10. Frequency of Pay: * ☒ Weekly ☐ Biweekly ☐ Other (specify): N/A							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							

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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 <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
3		0	
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☒ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>60</u> lbs.		☒ j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		☐ Yes ☒ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below)			
See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
Prescott Orchard - 1111 Fishhook Park Road			
2. City *	3. State *	4. Postal Code *	5. County *
Prescott	Washington	99348	Walla Walla
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Employer owns and/or controls all worksites.			
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 *			
161 Opal Avenue			
2. City *	3. State *	4. Postal Code *	5. County *
Prescott	Washington	99348	Walla Walla
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		12	672
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) *			
See Addendum C			
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

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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.)

Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. 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.

2. The employer: *

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

☒ **WILL** charge each worker for meals at \$ 15 . 88 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.)

Employer will provide daily transportation via 30 Ford E350 vans with 15-passenger capacity each, and 1 bus with 42-passenger capacity. Free transportation is provided to drive workers from housing to worksites and back.

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.)

Employer will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (e.g., van, bus, plane) transportation charges for the distances involved for both inbound and outbound transportation.

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 . 88 per day *

b. no more than \$ 59 . 00 per day with receipts

G. Referral and Hiring Instructions



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

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

Employer accepts referrals/applicants from all sources. Interview required - conducted at no cost to applicant, via phone or in-person. Employer will conduct interview as expeditiously as possible. Contact the employer Monday through Friday during the hours of 9:00 AM - 5:00 PM PST at (509) 749-2217. Employer will hire those who meet the following conditions: be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements.

Referring State Workforce Agency (SWA) is responsible for informing applicants of all terms and conditions of employment, and to notify the employer in advance of any referrals. If appropriate, the SWA should furnish translator services.

2. Telephone Number to Apply * +1 (509) 749-2217	3. Extension § N/A	4. Email Address to Apply * ryana@firstfruits.com
5. Website Address (URL) to Apply * www.worksourcewa.com		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☒ Yes ☐ No
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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 * Ayes	2. First (given) name * Ryan	3. Middle initial §
4. Title * Director of Human Resources		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/22/2024
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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
	Apple Harvest All Other Varieties	\$ 19 . 25	Hour	Per hour rate. Guaranteed 19.25/hour.
	Apple Harvest Gala	\$ 32 . 00	Piece Rate	Bin. 47"x47"x24" Bin. The estimated hourly wage rate equivalent for this piece rate is \$20.48/hour based on workers harvesting 0.64 units per hr. on average. Guaranteed \$19.25/hr.
	Apple Harvest Sweetie	\$ 34 . 00	Piece Rate	Bin. 47"x47"x24" Bin. The estimated hourly wage rate equivalent for this piece rate is \$20.06/hour based on workers harvesting 0.59 units per hr. on average. Guaranteed \$19.25/hr.
	Apple Harvest Red Delicious	\$ 24 . 00	Piece Rate	Bin. 47"x47"x24" Bin. The estimated hourly wage rate equivalent for this piece rate is \$22.56/hour based on workers harvesting 0.94 units per hr. on average. Guaranteed \$19.25/hr.
	Apple Harvest Fuji	\$ 34 . 00	Piece Rate	Bin. 47"x47"x24" Bin. The estimated hourly wage rate equivalent for this piece rate is \$19.72/hour based on workers harvesting 0.58 units per hr. on average. Guaranteed \$19.25/hr.
	Apple Harvest Granny Smith	\$ 33 . 00	Piece Rate	Bin. 47"x47"x24" Bin. The estimated hourly wage rate equivalent for this piece rate is \$42.24/hour based on workers harvesting 1.28 units per hr. on average. Guaranteed \$19.25/hr.
	Apple Harvest Kiku	\$ 19 . 25	Hour	Per hour rate. Guaranteed 19.25/hour
	Apple Harvest Honeycrisp	\$ 19 . 25	Hour	Per hour rate. Guaranteed \$19.25/hour
	Apple Harvest Pink Lady	\$ 19 . 25	Hour	Per hour rate. Guaranteed \$19.25/hour
	Apple Harvest Opal	\$ 19 . 25	Hour	Per hour rate. Guaranteed \$19.25/hour

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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 Thinning all other varieties	\$ 19 . 25	Hour	Per hour rate. Guaranteed \$19.25/hour
	Apple Harvest Golden Delicious	\$ 33 . 00	Piece Rate	Bin. 47"x47"x24" Bin. The estimated hourly wage rate equivalent for this piece rate is \$24.75/hour based on workers harvesting 0.75 units per hr. on average. Guaranteed \$19.25/hr.
	Apple Harvest Smoothie Gold	\$ 33 . 00	Piece Rate	Bin. 47"x47"x24" Bin. The estimated hourly wage rate equivalent for this piece rate is \$24.75/hour based on workers harvesting 0.75 units per hr. on average. Guaranteed \$19.25/hr.
	Apple Harvest Cosmic Crisp	\$ 34 . 00	Piece Rate	Bin. 47"x47"x24" Bin. The estimated hourly wage rate equivalent for this piece rate is \$25.50/hour based on workers harvesting 0.75 units per hr on average. Guaranteed \$19.25/hr.
	Cherry Harvest Chelan	\$ 05 . 25	Piece Rate	20 lbs. buckets. The estimated hourly wage rate equivalent for this piece rate is \$21.00/hour based on workers harvesting 4-20 lbs. buckets per hr. on average. Guaranteed \$19.25/hr.
	Cherry Harvest Rainier	\$ 05 . 00	Piece Rate	20 lbs. buckets. The estimated hourly wage rate equivalent for this piece rate is \$20.00/hour based on workers harvesting 4- 20 lbs. buckets per hr. on average. Guaranteed \$19.25/hr.
	Apple Thinning Gala	\$ 00 . 90	Piece Rate	\$.90 - \$4.25 per tree. The estimated hourly wage rate equivalent for this piece rate is \$19.35 - \$44.63/hour based on workers thinning 10.5-21.5 trees/hour on average. Guaranteed \$19.25/hour.
	Apple Thinning Fuji	\$ 00 . 80	Piece Rate	\$.80 - \$1.80 per tree. The estimated hourly wage rate equivalent for this piece rate is \$19.60 - \$24.30/hour based on workers thinning 13.5-24.5 trees/hour on average. Guaranteed \$19.25/hour.
	Apple Thinning Red Delicious	\$ 01 . 50	Piece Rate	\$1.50-\$3.75 per tree. The estimated hourly wage rate equivalent for this piece rate is \$19.50-\$24.38/hour based on workers thinning 6.5-13 trees/hour on average. Guaranteed \$19.25/hour.
	Cherry Harvest Bing	\$ 05 . 00	Piece Rate	20 lb. buckets. The estimated hourly wage rate equivalent for this piece rate is \$20.50/hour based on workers harvesting 4.1 buckets per hr. on average. Guaranteed \$19.25/hr.

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
	Cherry Harvest Skeena	\$ 05 . 00	Piece Rate	20 lb. buckets. The estimated hourly wage rate equivalent for this piece rate is \$27.50/hour based on workers harvesting 5.5. buckets per hr. on average. Guaranteed \$19.25/hr.
	Cherry Harvest Sweetheart	\$ 05 . 00	Piece Rate	20 lbs. buckets. The estimated hourly wage rate equivalent for this piece rate is \$23.50/hour based on workers harvesting 4.7. buckets per hr. on average. Guaranteed \$19.25/hr.
	Cherry Harvest All Other Varieties	\$ 19 . 25	Hour	Per hour rate. Guaranteed \$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 §
FirstFruits Farms, LLC	Wallula Orchard - 29982 W Hwy 12 Wallula, Washington 99363 WALLA WALLA		5/20/2024	11/15/2024	584
FirstFruits Farms, LLC	Benton City Orchard - 50103 N District Line Road Prosser, Washington 99350 BENTON		5/20/2024	11/15/2024	584
FirstFruits Farms, LLC	Burbank Orchard - Mile Post 2 Hwy 124 Burbank, Washington 99323 WALLA WALLA		5/20/2024	11/15/2024	584

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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * Crops/Commodities: apples and cherries Orchard laborers needed for pruning, thinning, training, harvesting, and other specialized orchard tasks at employer-owned apple and cherry orchard sites. Tasks may be performed on ground level, using 10-12-foot ladders, or from a motorized platform. Workers will be primarily responsible for proper and efficient pruning, thinning, training, and harvesting of apples and cherries. Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively with supervisors. Unusual, complex, or non-routine activities will be supervised. Workers expected to perform basic duties in a proficient manner without close supervision. Pruning involves trimming numerous varieties of apple or cherry trees in accordance with current company pruning standards. Pruning standards may change from time to time based on block, variety, crop yield, or other company, market, or horticultural needs. Work may be performed outside for long periods of time using a variety of company provided manual hand tools, including hand shears, loppers, and saws. Workers are expected to possess or quickly acquire pruning skills to identify and remove specified branches, including stubs or broken branches; downward growing branches; branches which rub against each other; shaded interior branches; dead wood; and shoots or suckers. Thinning involves manually removing fruit or buds to control the size, quality and/or quantity of mature fruit. Thinning standards may change from time to time based on block, variety, crop yield, or other company, market, or horticultural needs. Workers must possess or quickly acquire the ability to identify and remove fruit that is misshapen, damaged, and/or contains other quality problems, as directed by the Company. Training involves physically tying, taping, clipping, or otherwise affixing tree limbs to trellis structure to train the tree limb(s) to grow in a specific direction. Training standards may change from time to time based on block, variety, crop yield, or other company, market, or horticultural needs. Workers must possess or quickly acquire the ability to properly train apple and/or cherry trees in accordance with current company standards. Harvesting involves the manual hand harvesting of apples or cherries. Worker will attach harness, bucket, or bag and pick low hanging fruit from ground level, using ladders, or from a motorized platform. Workers will pick according to current company provided criteria, including, but not limited to, grade, color, and/or size. Workers must handle and harvest the fruit in a manner that does not bruise or damage the fruit or harm adjacent buds or fruit on the tree branches. Workers will have their fruit checked for damage and bruising. Any apple bruise the size of a pencil end or bigger will be counted. If the sampled bin of apples contains 5-9 bruises a warning ticket is issued; a second warning ticket will result in a two (2) day suspension; a third warning ticket will result in termination. Warning ticket counts will reset at the end of apple harvest. Workers may also be required to examine harvested fruit in bins and sort out any fruit not meeting the specified criteria, or any foreign objects, including branches, leaves, etc. Workers must possess or quickly acquire the ability to properly harvest apples and cherries in accordance with current company harvest standards. For apple harvest, worker will carry harness, bucket, or bag of up to 60 pounds and carefully place fruit in wooden or plastic bins measuring 47" x 47" x 24" which holds approximately 25 bushels of apples. For cherry harvest, workers will carry buckets of up to 20 pounds and carefully place fruit in plastic bins measuring 18" x 12" x 10" which holds approximately 40 pounds of cherries.			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3. Details of Material Term or Condition (up to 3,500 characters) * Worker must authorize in writing all voluntary deductions, such as cash advances/loans, health insurance payments, cell phones and other services to benefit the worker. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions. The employer will withhold from the employee's wages the maximum allowable under WA State RCW 50A.04, Paid Family and Medical Leave Program.			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * This job requires a minimum of three months prior experience working in an orchard, handling manual tasks associated with the commodity production and harvesting of tree fruits. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Workers must be able to perform all work activities with accuracy and efficiency. Primary tasks will be thinning and harvesting of apples. Saturday work required. Must be able to lift/carry 60 lbs. Must be able to use/handle ladders 10-12 ft. in length and weighing 25 - 30 lbs. Employer-paid post-hire drug testing required.			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing is only available to non-local workers (permanent residence outside normal commuting distance) and is not offered to non-working family members. Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Duties continued
3. Details of Material Term or Condition (up to 3,500 characters) * Workers failing to produce a sufficient number of piece rate units to earn the Adverse Effect Wage Rate (AEWR) for all hours worked during a pay period will be paid on an hourly basis at the AEWR for that pay period. Other tasks that may be performed include planting of new trees; weeding or hoeing; tree trunk painting; loading or unloading empty apple or cherry bins by hand; distributing empty apple or cherry bins throughout the orchards; and picking up garbage within the orchard. Workers who have prior experience operating tractors may be assigned various tractor operator tasks. Workers may also be assigned irrigation tasks, including turning on/off water for irrigation, cooling, or frost control. Employees receive a 10-minute rest break in every four hours worked. Rest breaks will be paid at the "regular rate" of pay, determined by dividing the total piece rate earnings for the pay period by the total hours worked in that period, exclusive of break time, or the minimum hourly rate required by law, whichever is greater. Other tasks may include proper sanitation of hand tools, ladders, bathrooms, vehicles, other orchard equipment and living quarters. Workers will be required to follow company/federal/state/local COVID-19 or other sanitation standards. Outdoor work is required when plants are wet, or during light rain, snow, moderate winds, direct sun, high humidity, and extreme temperatures. Temperatures in fields during working hours may vary. Workers may be required to work during occasional showers not severe enough to stop field operations. Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Work is done outdoors for long periods of time and requires prolonged periods of standing and/or walking, repetitive movements, and frequent bending and/or stooping. Workers must be able to handle, lift, and carry heavy or bulky objects (product, containers) in accordance with the specified lifting requirements. Workers must be able to safely lift and carry up to 60 pounds up and down 10-12-foot aluminum ladders for long periods of time. All workers must adhere to FirstFruits Farms policies, including safety, drug free workplace, harassment, driving, food safety policies, and housing policies. FirstFruits Farms is a drug free workplace that performs employer-paid post-accident, reasonable suspicion, and random drug testing. Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break of 30 minutes every 5 hours. Worker must report to work at designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Termination
3. Details of Material Term or Condition (up to 3,500 characters) * Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.			

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 - Workers Compensation Insurance
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period, and any extension of employment. Name of insurance carrier: Washington State L&I Name of policyholder: FirstFruits Farms, LLC Name of person to be notified of claim: Gloria Alvarado Telephone number for point-of-contact: (509) 749-7948 Deadline for notification: 24 hours			

h. Job Offer Information 8

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements, if applicable. Raises and/or bonuses may be offered to any .seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure. Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation continued
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance. Workers will be picked up at the employer-provided housing address(es) on workdays approximately 15 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the workday and returned to the designated employer-provided housing location. The above-referenced vehicles will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order. Daily transportation to and between worksites provided at no cost to workers living in employer- provided housing. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation. Workers with a clean MVR and able to obtain an insurable driver's license may be requested to operate employer-owned trucks or other multi-purpose vehicles to haul tools, supplies, crops, and transport workers (whether on or off farm) to and from the worker housing to the farm properties and occasionally around the farm properties during the workday including on public roads to reach the fields where work will be performed; and/or may transport workers to the grocery store, bank, or laundry facilities on an as needed basis. No applicants or workers will be rejected for not possessing a driver's license or who may be unwilling to drive company vehicles. Such duties are completely optional and may be declined by the worker at his or her sole discretion. The Employer can and will make alternative arrangements for the transportation of workers should the need arise.			

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation details
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Inbound: Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in accordance with H-2A regulations and FLSA wage requirements. For non-commuting domestic workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place the worker departed from to the employer's place of employment. Outbound: Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in accordance with H-2A regulations and FLSA wage requirements. For non-commuting domestic workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place the worker departed from to the employer's place of employment. Employer pays/reimburses outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause.			

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