

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



A. Job Offer Information

1. Job Title * Farmworker Crew							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	79	79	3. First Date * 6/4/2024	4. Last Date * 11/8/2024			
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 *	
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
						a. 6 : 00 ☒ AM ☐ PM	
						b. 1 : 00 ☐ AM ☒ PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 19 . 25		☒ HOUR ☐ MONTH		\$ 28 . 26		Apple Harvest - Golden Delicious, \$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.	
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): <u>N/A</u>							
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	3. Training: number of <u>months</u> required. * 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 * Home Place - 42436 N Griffin Rd.			
2. City * Grandview	3. State * Washington	4. Postal Code * 98930	5. County * Benton
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 * 41921 N. Wilgus Rd.			
2. City * Grandview	3. State * Washington	4. Postal Code * 98930	5. County * Benton
6. Type of Housing (check only one) * ☒ Employer-provided (including mobile or range) ☐ Rental or public		7. Total Units * 6	8. Total Occupancy * 96
9. Identify the entity that determined the housing met all applicable standards: * ☒ Local authority ☒ SWA ☒ Other State authority ☒ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) * Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.			
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 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). 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.)

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 pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-local workers, employer arranges/provides inbound transportation via common carrier mode of transportation (e.g., bus or plane) and reimburses workers for daily subsistence and reasonable lodging costs, if applicable. Use of employer-offered transportation is voluntary.

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 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 9:00 AM - 5:00 PM PT if unavailable, contact employer's agent during the hours of 6:00 AM - 2:00 PM PT.

Employer Agent:
MAS Labor H2A, LLC
(434) 260-8833
referrals@maslabor.com

Referring State Workforce Agency (SWA) responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact employer or employers agent to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by the SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:

1. Be able, willing, and available to perform the specified job duties for the duration of the contract period;
2. Have been apprised of all material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; AND 5. Satisfy all minimum job requirements.

2. Telephone Number to Apply *
+1 (509) 203-0724

3. Extension §
N/A

4. Email Address to Apply *
lupita.eddiefarms@gmail.com

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

H. Additional Material Terms and Conditions of the Job Offer

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

☒ Yes ☐ No

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

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

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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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 * Sandoval	2. First (given) name * Lupita	3. Middle initial §
4. Title * HR/H2A Manager		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/12/2024
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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 - Golden Delicious Peeler	\$ 28 . 26	Piece Rate	\$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Fuji	\$ 28 . 26	Piece Rate	\$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Gala	\$ 28 . 26	Piece Rate	\$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Granny	\$ 28 . 26	Piece Rate	\$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Red Delicious	\$ 28 . 26	Piece Rate	\$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Pink Lady	\$ 30 . 00	Piece Rate	\$30.00 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$22.50 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Crimson	\$ 28 . 26	Piece Rate	\$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Juici	\$ 28 . 26	Piece Rate	\$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Honeycrisp	\$ 31 . 76	Piece Rate	\$31.76 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$23.82 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.
	Apple Harvest - Cosmic Crisp	\$ 28 . 26	Piece Rate	\$28.26 per bin (47"x47"x24.5"); Estimated hourly wage rate equivalent for this piece rate is \$21.19 based on workers filling 0.75 bins per hour on average. Guaranteed \$19.25/hr.

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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
	Summer Pruning	\$ 00 05	Piece Rate	Low density orchards (approximately 200-400 trees per acre) = range of \$.50 cents to \$2.00 per tree Medium density orchards (approximately 401-800 trees per acre) = range of \$.20 cents to \$1.50 per tree High density orchards (approximately 801-1,400 trees per acre) = range of \$.10 cents to \$1.00 per tree Extreme density (approximately 1,401-2,200+ trees per acre) = range of \$.05 cents to \$.50 per tree; estimated hourly wage - \$19.25(AEWR); guaranteed \$19.25/hr
	Summer Pruning- Medium Density Orchards	\$ 00 20	Piece Rate	\$.20-\$1.50 per tree- medium density orchards. Estimated hourly wage is from \$19.25 to \$52.50 per hour based on workers pruning 35 trees per hour on average. Guaranteed \$19.25/hr.
	Summer Pruning- High Density Orchards	\$ 00 10	Piece Rate	\$.10-\$1.00 per tree- high density orchards. Estimated hourly wage is from \$19.25 to \$35.00 per hour based on workers pruning 35 trees per hour on average. Guaranteed \$19.25/hr.
	Summer Pruning- Low Density Orchards	\$ 00 50	Piece Rate	\$.50-\$2.00 per tree- high density orchards. Estimated hourly wage is from \$19.25 to \$70.00 per hour based on workers pruning 35 trees per hour on average. Guaranteed \$19.25/hr.
	Trellis Installation	\$ 00 75	Piece Rate	\$.75 to \$2.25 per post- low density orchards. Estimated hourly wage is from \$26.25 to \$45 per hour based on workers settling 20 posts per hour on average. Guaranteed \$19.25/hr.
	Cherry Harvest - Rainer	\$ 06 00	Piece Rate	per 20 lb. lug; average units per hours - 2.5; estimated hourly wage - \$15.00; guaranteed \$19.25/hr
	Cherry Harvest - Lapins	\$ 00 20	Piece Rate	per lb. lug; average units per hours - 64; estimated hourly wage - \$12.80; guaranteed \$19.25/hr
	Cherry Harvest - Sweetheart	\$ 00 21	Piece Rate	per lb. lug; average units per hours - 80; estimated hourly wage - \$16.80; guaranteed \$19.25/hr
	Cherry Harvest - All other dark red varieties	\$ 00 22	Piece Rate	per lb. lug; average units per hours - 69; estimated hourly wage - \$15.18; guaranteed \$19.25/hr
		\$.		

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

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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 §
Eddie Farms, Inc.	Frank's - 47002 N Wilgus Rd. Grandview, Washington 98930 BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Old House - 172402 W McCreadie Rd. Grandview, Washington 98930 BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Graf - 44602 N Griffin Rd. Grandview, Washington 98930 BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	King Tull - 46* 14' 36" N 119* 47' 53" W Washington BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	McKensie - 46* 17' 15" N 119* 50' 50" W Washington BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Smasne - 46* 16' 35" N 119* 52' 25" W Washington BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Snipes - 46* 18' 13" N 119* 51' 08" W Washington BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Chewy - 46* 16' 23" N 119* 50' 49" W Washington BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Dusty Rose (Roy Home) - 46* 19' 01" N 119* 53' 13" W Washington BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Dusty Rose (Roy Canal) - 46* 18' 40" N 119* 54' 09" W Washington BENTON		6/4/2024	11/8/2024	79

D. Additional Housing Information

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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 §
Eddie Farms, Inc.	Sweet Apple Acres - 46° 22' 42" N 119° 59' 56" W Washington BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Weets - 4632 N. County Line Rd. Grandview, Washington 98930 BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Bills- 46° 18'25.78"N/119° 59 56 W Washington YAKIMA		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Ryan's- 791 Harrison Rd Washington YAKIMA		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Johns 4616'29"N 11952'30"W Washington BENTON		6/4/2024	11/8/2024	79
Eddie Farms, Inc.	Dairy - 41921 N Wilgus Rd. Grandview, Washington 98930 BENTON		6/4/2024	11/8/2024	79

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, cherries. Must wear assigned personal protective equipment when required. Must report to work daily wearing work clothing and boots or other durable footwear. Workers wearing clothing inappropriate for work will not be permitted to start work. New Development- Tasks will include using manual labor and/or mechanical methods to build and/or install new trellis, making needed repairs to old trellis, install shade cloth, digging post holes and placing post in the ground, running wire along and securing trellis supports, tying and training trees to the wire using clips. In new tree planting development, tasks may include painting trees, hand fertilizing, installing and later removing protection cartons and bamboo training shoots. Replanting trees and repairing posts. Young tree limbs will be attached to the wire using special tape, wood spacers or other provided fasteners at specific intervals, based on supervisory instruction. Pruned branches will be arranged in the center of the rows for removal. Workers must exercise care at all times to prevent the breaking of branches and limbs. Tasks will be done from the ground or ladder, or from a motorized platform. Apple and Cherry Pruning- Tasks will include pruning trees, while safely using ladders, loppers, and safety glasses. Worker platforms will also be deployed in some fields. Specific branches will be removed based on supervisory instruction. Pruned branches will be arranged in the center of the rows for removal. Workers must exercise care at all times to prevent breaking of branches and limbs. Similar tasks will be performed to remove fire blighted limbs from trees, which may also include using shovels and hand work to remove affected trees and lay them in a pile for disposal. Tasks may be done from the ground or ladder, or from a motorized platform. Must wear assigned personal protective equipment when required. Must report to work daily wearing work clothing and boots or other durable footwear. Workers wearing clothing inappropriate for work will not be permitted to start work. New Development- Tasks will include using manual labor and/or mechanical methods to build and/or install new trellis, making needed repairs to old trellis, install shade cloth, digging post holes and placing post in the ground, running wire along and securing trellis supports, tying and training trees to the wire using clips. In new tree planting development, tasks may include painting trees, hand fertilizing, installing and later removing protection cartons and bamboo training shoots. Replanting trees and repairing posts. Young tree limbs will be attached to the wire using special tape, wood spacers or other provided fasteners at specific intervals, based on supervisory instruction. Pruned branches will be arranged in the center of the rows for removal. Workers must exercise care at all times to prevent the breaking of branches and limbs. Tasks will be done from the ground or ladder, or from a motorized platform. Apple and Cherry Pruning- Tasks will include pruning trees, while safely using ladders, loppers, and safety glasses. Worker platforms will also be deployed in some fields. Specific branches will be removed based on supervisory instruction. Pruned branches will be arranged in the center of the rows for removal. Workers must exercise care at all times to prevent breaking of branches and limbs. Similar tasks will be performed to remove fire blighted limbs from trees, which may also include using shovels and hand work to remove affected trees and lay them in a pile for disposal. Tasks may be done from the ground or ladder, or from a motorized platform. Apple and Cherry Picking- Tasks will include spot and/or strip picking apples/cherries based on seasonal need. Fruit should be snapped off of the tree with thumb and palm of the hand to avoid stem pulls, punctures, bruising or other damage. Culls and peelers will need to be sorted.			

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) * DEDUCTIONS. Employer makes 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 wage advances and/or loans, health insurance premiums, retirement plan contributions, and/or third-party payments or wage assignments for products or services furnished for the worker's benefit or convenience. All deductions comply with the Fair Labor Standards Act (FLSA) and applicable state law. Employer may deduct reasonable repair costs if the worker is found to be responsible for damage to housing beyond normal wear and tear. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence.			

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>) * Workers must have a minimum of three (3) months of prior experience working in 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. Employer-paid post-hire, random, upon suspicion and post-accident drug testing required. Any worker who declines to take or fails a mandatory drug test will be terminated. Saturday work required. Must be able to lift/carry 60 lbs. Employer-paid pre-employment and post-hire drug testing required.			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer provides incidental transportation between worksites at no cost to workers. For workers residing in employer-provided housing, employer also provides free daily transportation to and from the worksite, and weekly transportation to closest town/city for personal errands (e.g., groceries, banking services). Exact transportation schedule varies depending on work location, work/weather conditions, and other factors, but shall occur within a reasonable time before/after workday begins/ends.			

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 *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 2
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * and foreign H-2A), employed in the occupation described in this job order. DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status. All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employer may deduct the worker's portion of workers' compensation premiums and/or Paid Family and Medical Leave premiums, up to the maximum allowable amounts under Washington State law. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. FIRST WEEK'S PAY. If an applicant fails to verify the start date of need between 9 and 5 business days prior to the original date of need, then they are disqualified from the first weeks' pay obligations listed in 20 C.F.R. § 653.501(c)(5). RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on non-discriminatory individualized factors. Employer will pay each worker by cash, check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is weekly. 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. Effective January 1, 2024, overtime pay 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. 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 employment 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. ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES. SCHEDULING CHANGES. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods may occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days. REASONABLE ACCOMMODATIONS. Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the work required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job duties even with the requested accommodation, or if the employer is not reasonably able to provide the accommodation (i.e., because the accommodation would cause undue hardship on the operation of the business). NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S.			

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 Continued 1
3. Details of Material Term or Condition (up to 3,500 characters) * Fruit buckets will be carried up and down ladders, with fruit gently placed into bins, to avoid bruising. Supervisor/Foreman's instructions will need to be followed for color and size requirements. Color differentiation of fruit will be necessary. Some varieties may also require clipping of stems while being picked. Bin trailers will be operated to swap full and empty bins in and out of the field. Hyster's will be used to move full or empty bins off and onto transportation trucks. Workers will be responsible to report on the quality of the fruit, adjust the level of apples in the bins, and ensure that the bins are ticketed properly before loading onto the trucks. Picking may be done from the ground or ladder, or a motorized platform. Apple or Cherry Thinning- Workers will remove small, undersized and/or damaged fruit from the tree according to supervisor instructions, using care not to harm tree buds in the process. Blossom thinning trees while in bloom; workers will remove flowers from a bunch of blossoms in order to provide space for remaining blossoms. Thinning of trees may be done from the ground or ladder, or from a motorized platform. Workers must exercise care at all times to prevent breaking of branches and limbs. The workers must be able to use scissor like clippers. This process requires workers to remove, in some cases not limited to the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. The worker will be expected to identify and remove misshapen, damaged, and/or quality problems as directed by the supervisor. Other miscellaneous Tasks- Tasks will include general labor to assist in the establishment and maintenance of orchard properties by clearing property, cleaning in and around orchards and fields, and removing old string and wire from trellis and orchard blocks. Workers must be willing and able to install/maintain irrigation systems and water lines. Move and install irrigation pipes and equipment. Dig and maintain ditches. Install and remove levee gates. Workers will also perform shade cloth and wind screen installation and maintenance; which includes laying the shade cloth out and in over the trees as needed and installing wind screen as needed. Tasks will also include laying mylar and ground cloth down per supervisors' instructions as well as removing the mylar and ground cloth at the end of its use. Workers may also be required to go through orchards and make counts of trees. Work may include hand hoeing, weed pulling and raking brush. Tasks will also include manual suckering for apples, grapes, and cherries. Workers will review all plants and trees for suckers and remove new shoots from the base of trees and vines with hand clippers per instruction. Other grape vineyard tasks will also include training the vines by tying them to the trellis and inspecting the wires and post for damage and making any needed repairs. Harvest preparation may include placing liners in bins, and loading and unloading empty bins by hand and placing in the orchards. Some workers may be asked to demonstrate tasks to other employees, but position does not include supervision of other workers. Provide logistical planning support to ensure workers arrive to and return home from the worksite and are performing tasks assigned to them correctly and in a safe and productive manner.			

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 Duties Continued 2
3. Details of Material Term or Condition (up to 3,500 characters) * Monitor H-2A worker housing and properties, weekly for cleanliness, reporting maintenance issues, addressing worker concerns and communicating them to H-2A director. General Work Requirements: Work is done in the fields, with loads up to 60 lbs. being carried up and down ladders, which can be up to 12' tall. Lifting heights can be up to 5 feet. Workers will be expected to use all equipment in a safe and prudent manner to avoid injury. Workers must not lean ladders onto the trees, lean off to one side of the ladder, or stand on the highest two steps of the ladder. Workers must not climb the trees, rather ladders must be used. Workers must work on their feet and may be in a bent position for long periods of time. The work requires repetitive movements and extensive walking. Work may be required in the fields when plants are wet with dew and rain, and may be required during active light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures in the field during work hours can range from 10 to 100 degrees Fahrenheit. Saturday work is required. Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. 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 proficient manner without close supervision. Workers must be able and willing to work day shifts, night shifts and on Saturdays as needed for proper horticultural health of the orchard. 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. Workers paid on an hourly basis who fail to perform their duties in a timely and proficient manner will be provided up to three warnings and will be coached/instructed on working faster and more efficiently. Worker may be terminated upon issuance of third warning. 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. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break. TERMINATION. Prior to any termination for cause, employer evaluates workers' performance of required tasks and compliance with Work Rules and other employer policies. Employer may terminate a worker for cause if the worker's performance consistently and/or substantially fails to satisfy the employer's reasonable expectations (in accordance with the criteria set forth herein), or otherwise engages in serious or egregious misconduct that endangers health, safety, or property.			

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 Duties Continued 3
3. Details of Material Term or Condition (up to 3,500 characters) * In assessing whether workers' performance meets reasonable expectations, employer evaluates, among other reasonable criteria, whether the worker: (1) has adequately complied with the Work Rules and any other policies or procedures; (2) has complied with all health and safety guidelines, including the use of tools or equipment in accordance with best practices to protect the employer's property, crops, and in a manner that avoids injury or damage; (3) has treated company property (tools, equipment, crops, fixtures, etc.), with care and respect, avoiding damage or improper cleanliness or maintenance standards; (4) has timely and consistently followed instructions duly communicated by supervisors, crew leaders, and management personnel; (5) has complied with the employer's quality control standards for ensuring a marketable product; (6) is not repeatedly tardy or absent, has reported to work at the time and place instructed, and remained at work for the agreed-upon work hours, unless such absence was excused or the worker timely communicated and sought approval for any deviation from such schedule; (7) has consistently performed the duties assigned, in the manner instructed, and has not purposefully malingered or acted in a recalcitrant manner (i.e., refusing without cause to perform certain duties, refused to follow instructions, performed work in a careless or reckless manner that poses a risk to the employer's crops/commodities, company property, or the health/safety of others, etc.). 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. These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Violation of any lawful, job-related employer requirements, including these Work Rules, are grounds for immediate termination. Employer may impose other disciplinary measures, including suspension of work, at its discretion. - Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. - Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses. - Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals).			

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 Duties Continued 4
3. Details of Material Term or Condition (up to 3,500 characters) * Workers may not report for work under the influence alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing. - Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work by 7:00 AM. Workers who have three consecutive workdays of unexcused absences will be considered as abandoning employment and will be terminated. - Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters. - Workers must agree to follow all wage policies and rest and meal break policies. A mandatory 10 minute rest break will be taken every 4 hours. A 30-minute unpaid lunch break will be taken after 5 hours of work, and an additional 30 minutes will be taken after 11 hours of work. - For piece work, 10 minutes of non-productive time will be added to the employee's time sheet and paid at the employees' guaranteed hourly wage for mid-day movement between farms. Other compensated non-productive time will include any group training, or weather delays, if the employee is asked to remain on-site. - Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles. - Workers may not smoke in the fields or work areas. Smoking may only be done on breaks outside of the fields. - Workers may not take unauthorized breaks from work. - Workers may not sleep, waste time, or loiter during working hours. - Workers may not leave the field or other assigned work area without permission of employer or supervisor. - Workers may not enter employer's premises without authorization. - Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time. - Workers may not deliberately restrict production or damage products/commodities. - Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination. - Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination. - Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination. - Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination. - Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination. - Workers may not falsify identification, personnel, medical, production or other work-related records. - Workers may not drive any vehicles on employer's property without proper licensing, if required.			

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

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 5
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 23. Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers. 24. Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer. 25. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer. 26. Workers must agree to follow all safety, health, and hygiene rules, including proper hand washing, accident reporting, personal protective equipment requirements, ladder safety, food safety, (Global Gap Program), and chemical protection policies (Worker Protection Standards). 27. Workers may not misuse or remove from the farm premises without authorization any employer-owned property. 28. Workers may not accept personal gifts from employer's vendors or customers without employer's authorization. 29. Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor. 30. Workers must follow supervisor's instructions. Insubordination is cause for termination. 31. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records. 32. Workers must obtain employer's permission to make long distance telephone calls on employer's telephone line. Employer will charge worker for the costs of any unauthorized long distance calls. 33. Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule: First Offense: Oral warning and correction. Second Offense: Written warning and unpaid leave for balance of day. Third Offense: Immediate termination. Worker will be asked to sign written fact statement.			

l. Job Offer Information 12

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Use of employer-provided transportation is voluntary. Workers who decline or are ineligible for employer-provided housing are responsible for own transportation. Employer attests that it will have enough vehicles, with appropriate seating capacity, to transport all workers eligible for employer-provided transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: van (standard) (quantity: 6, seats per: 15). Pick-up time is approximately 5:45 am, and drop-off time is approximately 1:15 pm. Round-trip travel for employer-provided transportation is equal to or less than 75 miles. Vehicle safety standards at 29 CFR § 500.104 will apply.			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
If workers decline employer-offered transportation, employer reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable), at least-cost economy-class rates, from the place worker departed to the employer's place of employment. Travel costs that bring workers' pay below the FLSA minimum wage reimbursed in first workweek; remainder of travel costs reimbursed upon completion of 50% of the contract period. Employer arranges/provides outbound travel via common carrier mode of transportation (e.g., bus or plane) to workers who complete the contract or are dismissed early without cause. Use of employer-provided transportation is voluntary. If workers decline employer-offered transportation, employer pays/reimburses such workers reasonable travel costs (transportation, daily subsistence, and lodging if applicable) at completion of contract, based on least-cost economy-class rates. No outbound travel benefits provided to workers who resign voluntarily, abandon employment, or are terminated for cause.			

n. Job Offer Information 14

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

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