



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

**A. Job Offer Information**

|   |                |  |                 |                                 |              |   |  |                                  |
|---|----------------|--|-----------------|---------------------------------|--------------|---|--|----------------------------------|
| 1. Job Title * <b>General Tree Fruit Worker</b>   |                |  |                 |                                 |              |   |  |                                  |
| 2. Workers Needed *   |                | a. Total   | b. H-2A Workers | 3. First Date * <b>5/6/2024</b> |              |   |  | 4. Last Date * <b>11/16/2024</b> |
|   |                | <b>330</b>   | <b>330</b>      |                                 |              |   |  |                                  |
| 5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? *<br>If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.                              |                |  |                 |                                 |              |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |                                  |
| 6. Anticipated days and hours of work per week <i>(an entry is required for each box below) *</i>   |                |  |                 |                                 |              | 7. Hourly Work Schedule *   |  |                                  |
| <b>35</b>   | a. Total Hours | <b>6</b>   | c. Monday       | <b>6</b>                        | e. Wednesday | <b>6</b>  | g. Friday  |                                  |
| <b>0</b>  | b. Sunday      | <b>6</b>   | d. Tuesday      | <b>6</b>                        | f. Thursday  | <b>5</b>  | h. Saturday  |                                  |
|   |                |  |                 |                                 |              | a. <b>6</b> : <b>30</b> <input checked="" type="checkbox"/> AM<br><input type="checkbox"/> PM |  |                                  |
|   |                |  |                 |                                 |              | b. <b>1</b> : <b>00</b> <input type="checkbox"/> AM<br><input checked="" type="checkbox"/> PM |  |                                  |
| <b>Temporary Agricultural Services and Wage Offer Information</b>   |                |  |                 |                                 |              |   |  |                                  |
| 8a. Job Duties - Description of the specific services or labor to be performed. *<br><i>(Please begin response on this form and use Addendum C if additional space is needed.)</i><br><b>See Addendum C</b> |                |  |                 |                                 |              |   |  |                                  |
| 8b. Wage Offer *  |                | 8c. Per *  |                 | 8d. Piece Rate Offer \$         |              | 8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$                     |  |                                  |
| <b>\$ 19 . 25</b>   |                | <input checked="" type="checkbox"/> HOUR<br><input type="checkbox"/> MONTH |                 | <b>\$ 00 . 00</b>               |              | See Addendum A for a Complete Piece Rate Schedule   |  |                                  |
| 9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *                                  |                |  |                 |                                 |              |   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A |                                  |
| 10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>   |                |  |                 |                                 |              |   |  |                                  |
| 11. State all deduction(s) from pay and, if known, the amount(s). *<br><i>(Please begin response on this form and use Addendum C if additional space is needed.)</i><br><b>See Addendum C</b>               |                |  |                 |                                 |              |   |  |                                  |

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



**B. Minimum Job Qualifications/Requirements**

|   |   |  |   |
|---|---|--|---|
| 1. Education: minimum U.S. diploma/degree required. *   |   |  |   |
| <input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)   |   |  |   |
| 2. Work Experience: number of <u>months</u> required. *   | 1   | 3. Training: number of <u>months</u> required. *   | 0 |
| 4. Basic Job Requirements (check all that apply) §  |   |  |   |
| <input type="checkbox"/> a. Certification/license requirements<br><input type="checkbox"/> b. Driver requirements<br><input type="checkbox"/> c. Criminal background check<br><input checked="" type="checkbox"/> d. Drug screen<br><input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs. |   | <input checked="" type="checkbox"/> f. Exposure to extreme temperatures<br><input checked="" type="checkbox"/> g. Extensive pushing or pulling<br><input checked="" type="checkbox"/> h. Extensive sitting or walking<br><input checked="" type="checkbox"/> i. Frequent stooping or bending over<br><input checked="" type="checkbox"/> j. Repetitive movements |   |
| 5a. Supervision: does this position supervise the work of other employees? *  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §  |   |
| 6. Additional Information Regarding Job Qualifications/Requirements. *<br><i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i><br><b>See Addendum C</b>  |   |  |   |

**C. Place of Employment Information**

|   |            |                  |             |  |
|---|------------|------------------|-------------|--|
| 1. Place of Employment Address/Location *<br>226 B and O Road   |            |                  |             |  |
| 2. City *   | 3. State * | 4. Postal Code * | 5. County * |  |
| Okanogan  | Washington | 98840            | Okanogan    |  |
| 6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *  |            |                  |             |  |
| None  |            |                  |             |  |
| 7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * |            |                  |             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A |

**D. Housing Information**

|   |            |                  |                  |  |
|---|------------|------------------|------------------|--|
| 1. Housing Address/Location *<br>48 B and O Road # B  |            |                  |                  |  |
| 2. City *   | 3. State * | 4. Postal Code * | 5. County *      |  |
| Okanogan  | Washington | 98840            | Okanogan         |  |
| 6. Type of Housing <i>(check only one)</i> *  |            |                  | 7. Total Units * | 8. Total Occupancy *   |
| <input checked="" type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public<br>(including mobile or range)   |            |                  | 9                | 40   |
| 9. Identify the entity that determined the housing met all applicable standards: *  |            |                  |                  |  |
| <input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____ |            |                  |                  |  |
| 10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *   |            |                  |                  |  |
| See Addendum C  |            |                  |                  |  |
| 11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *   |            |                  |                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A |



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

**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.)  
 Fully furnished kitchen and cooking facilities are available to all workers. These dining, kitchen/cooking facilities and other common areas will be shared by all workers.

In the event that kitchen/cooking facilities becomes unavailable at any time during the period of employment, Zirkle Fruit Company will provide three daily meals at a rate set forth in 20 CFR 655.122(g), currently \$15.88 per day. If the total daily cost of such provisions exceeds the current minimum subsistence amount published in the Federal Register at the time they are provided, Zirkle Fruit Company, will pay the difference and workers will not incur any additional cost thereby. In addition to providing meals and/or kitchen/cooking facilities, employer will provide free transportation to and from the neighboring closest town no less than once each week for supplies and/or banking (for workers for whom housing must be provided).

|                    |   |   |       |      |
|--------------------|---|---|-------|------|
| 2. The employer: * | <input type="checkbox"/> <b>WILL NOT</b> charge workers for meals.              |   |       |      |
|                    | <input checked="" type="checkbox"/> <b>WILL</b> charge each worker for meals at | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">\$ 15</td> <td style="padding: 2px 10px;">. 88</td> </tr> </table> per day, if meals are provided. | \$ 15 | . 88 |
| \$ 15              | . 88  |   |       |      |

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. \*  
 (Please begin response on this form and use Addendum C if additional space is needed.)  
 The employer will offer transportation to and from daily work sites at no cost to the Workers as set forth in 20 CFR 655.122(h)(3). Transportation schedules and the type of vehicle used to transport to and from daily work site may depend on the crop activity being conducted, weather and the needs of production.

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 cost (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel cost (transportation, daily subsistence, and lodging if applicable) from the place workers departed to the employer's place of employment.

|   |                 |   |       |      |                       |
|---|-----------------|---|-------|------|-----------------------|
| 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 | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">\$ 15</td> <td style="padding: 2px 10px;">. 88</td> </tr> </table> | \$ 15 | . 88 | per day *             |
| \$ 15   | . 88            |   |       |      |                       |
|   | b. no more than | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">\$ 59</td> <td style="padding: 2px 10px;">. 00</td> </tr> </table> | \$ 59 | . 00 | per day with receipts |
| \$ 59   | . 00            |   |       |      |                       |

**G. Referral and Hiring Instructions**



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

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 referral and applicants from all sources. Interview required. Applicants who meet the above criteria should be referred by their local Job Services office to Zirkle Fruit Company, telephone 509-480-5376, email recruiting@zirklefruit.com, or 226 B & O Road, Okanogan, WA 98840, Monday through Friday from 8:00 a.m. to 4:00 p.m.

Applicant will be interviewed by telephone at the time of referral or as soon thereafter as possible. If the Job Service will be referring several applicants at the same time, it is requested that, if possible, Zirkle Fruit Company's office be advised in advance and a time scheduled for the interview.

Job service offices should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. Applicants must meet ALL of the following criteria: (1) meet all the qualifications of the Clearance Order, (2) be able, willing and qualified to perform the work, (3) be available at the time and place needed and for the full duration of the period of employment, (4) agree to and accept all the terms and conditions of employment with Zirkle Fruit Company. Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA.

No employee will be permitted to begin work until the I-9 Form is completed in its entirety by a Zirkle Fruit Company Representative.

|  |                       |   |
|--|-----------------------|---|
| 2. Telephone Number to Apply *<br>+1 (509) 480-5376                | 3. Extension §<br>N/A | 4. Email Address to Apply *<br>recruiting@zirklefruit.com |
| 5. Website Address (URL) to Apply *<br>http://www.worksourcewa.gov |                       |   |

**H. Additional Material Terms and Conditions of the Job Offer**

|   |   |
|---|---|
| 1. Is a completed <b>Addendum C</b> 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? * | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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).



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

6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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





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

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



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

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

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

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

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

|   |   |                                 |
|---|---|---------------------------------|
| 1. Last (family) name *<br><b>Pena</b>                        | 2. First (given) name *<br><b>Delia</b> | 3. Middle initial §<br><b>E</b> |
| 4. Title *<br><b>Orchard Operation Human Resource Manager</b> |   |                                 |

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



|  |                               |
|--|-------------------------------|
| 5. Signature (or digital signature) *<br>Digital Signature Verified and Retained<br>By <i>Certifying Officer</i> | 6. Date signed *<br>3/15/2024 |
|--|-------------------------------|

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



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



**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   |
|---------|---------------------------------|------------|------------|--|
|         | Rainier Cherry Harvest          | \$ 00 . 21 | Piece Rate | AEWR \$19.25 per hour guarantee or an equivalent piece rate of \$0.21 per lbs. for all cultivations. Estimated hourly wage rate equivalent for this piece rate is \$18.90/hr based on the worker picking 90 lbs. per hr on average.  |
|         | Lapins Cherry Harvest           | \$ 00 . 20 | Piece Rate | AEWR \$19.25 per hour guarantee or an equivalent piece rate of \$0.20 per lbs. for all cultivations. Estimated hourly wage rate equivalent for this piece rate is \$18.00/hr based on the worker picking 90 lbs. per hr on average.  |
|         | Sweethearts Cherry Harvest      | \$ 00 . 21 | Piece Rate | AEWR \$19.25 per hour guarantee or an equivalent piece rate of \$0.21 per lbs. for all cultivations. Estimated hourly wage rate equivalent for this piece rate is \$18.27/hr based on the worker picking 87 lbs. per hr on average.  |
|         | All Other Red Cherries Harvest  | \$ 00 . 21 | Piece Rate | AEWR \$19.25 per hour guarantee or an equivalent piece rate of \$0.21 per lbs. for all cultivations. Estimated hourly wage rate equivalent for this piece rate is \$18.90/hr based on the worker picking 90 lbs. per hr on average.  |
|         | Processor Cherry Harvesting     | \$ 19 . 25 | Hour       | AEWR \$19.25 per hour guarantee or an equivalent piece rate of \$0.21 per lbs. for all cultivations. Estimated hourly wage rate equivalent for this piece rate is \$21.00/hr based on the worker filling 100 lbs. per hr on average. Processor fruit (fruit that for one of a variety of reasons has been deemed to be no longer of fresh pack quality and thus will be simply strip picked for processor use) this will not be a variety dependent. |
|         | Apple Harvest: Golden Delicious | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations. Estimated hourly wage rate equivalent for this piece rate is \$18.37/hr based on the worker filling .65 bins/hr on average.  |
|         | Apple Harvest: Pink Lady        | \$ 30 . 00 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$30.00 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations. Estimated hourly wage rate equivalent for this piece rate is \$18.60/hr based on the worker filling .62 bins/hr on average.  |
|         | Apple Harvest: Red Delicious    | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations. Estimated hourly wage rate equivalent for this piece rate is \$28.26/hr based on the worker filling 1 bins/hr on average.  |
|         | Apple Harvest: Fuji             | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations. Estimated hourly wage rate equivalent for this piece rate is \$18.09/hr based on the worker filling .64 bins/hr on average.  |
|         | Apple Harvest: Gala             | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations. Estimated hourly wage rate equivalent for this piece rate is \$19.78/hr based on the worker filling .70 bins/hr on average.  |

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

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



**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: Honey Crisp    | \$ 31 . 76 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$31.76 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$18.42/hr based on the worker filling .58 bins/hr on average. |
|         | Apple Harvest: Granny Smith   | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$18.09/hr based on the worker filling .64 bins/hr on average. |
|         | Apple Harvest: Lady Alice     | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$16.39/hr based on the worker filling .58 bins/hr on average. |
|         | Apple Harvest: Envy           | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$17.80/hr based on the worker filling .63 bins/hr on average. |
|         | Apple Harvest: Jazz           | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$17.80/hr based on the worker filling .63 bins/hr on average. |
|         | Apple Harvest: Cosmic Crisp   | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$17.52/hr based on the worker filling .62 bins/hr on average. |
|         | Apple Harvest: Wild Twist     | \$ 28 . 26 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$28.26 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$18.65/hr based on the worker filling .66 bins/hr on average. |
|         | Processor Apple Harvesting    | \$ 19 . 25 | Hour       | AEWR \$19.25 per hour. Processor fruit (fruit that for one of a variety of reasons has been deemed to be no longer of fresh pack quality and thus will be simply strip picked for processor use) this will not be a variety dependent.   |
|         | Pear Harvest: D'Anjou         | \$ 24 . 50 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$24.50 per bin (47 inch X 47 inch X 24 1/2 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$18.38/hr based on the worker filling .75 bins/hr on average. |
|         | Pear Harvest: Bartlett        | \$ 24 . 50 | Piece Rate | AEWR \$19.25 per hour or an equivalent piece rate that guarantees the hourly AEWR of \$19.25 per hour for all cultivations. \$24.50 per bin (47 inch X 47 inch X 24 inch) All cultivations Estimated hourly wage rate equivalent for this piece rate is \$19.11/hr based on the worker filling .78 bins/hr on average.     |

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

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



**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   |
|---------|-------------------------------|------------|------------|--|
|         | Checker                       | \$ 19 . 25 | Hour       | AEWR \$19.25 per hour. The Checker will check the bins each Worker picks for quality (no debris, under-developed fruit, bruising, etc.).   |
|         | General Labor                 | \$ 19 . 25 | Hour       | AEWR \$ 19.25 per hour guarantee   |
|         | Cripps Pink -Thinning         | \$ 00 . 73 | Piece Rate | AEWR \$ 19.25 per hour guarantee or an equivalent piece rate of \$0.73 per unit. Estimated hourly wage rate equivalent for this piece rate is \$18.98 per hour based on the worker thinning 26 trees/hr on average at \$0.73 per tree. Rates may vary due to: age of the tree, number of trees planted per acre, type of tree such as (no trellis, v-trellis, or standard trellis), how much fruit is needing to be thinned off of the tree, and use of a ladder or not.                                     |
|         | Summer pruning                | \$ 19 . 25 | Hour       | AEWR \$19.25 per hour guarantee or an equivalent piece rate from \$0.02 to \$0.75 per unit. Estimated hourly wage rate equivalent for this piece rate is \$18.50 per hour based on the worker pruning 37 trees/hr on average at \$0.50 per tree. Rate may vary due to: the age of the plant, amount of vegetative growth needing to be pruned (one cut versus multiple cuts), type of tree such as (no trellis, v-trellis, or standard trellis), amount of trees per acre (density), use of a ladder or not. |
|         | Tree training                 | \$ 19 . 25 | Hour       | AEWR \$ 19.25 per hour guarantee or an equivalent piece rate from \$0.02 to \$0.50 per unit for all cultivations. Estimated hourly wage rate equivalent for this piece rate is \$21.60 per hour based on the worker training 360 trees/hr on average at \$0.06 per tree. Rates may vary due to: the age of the tree, how many limbs are needing to be trained to the wire, the number of trees planted per acre, use of a ladder or not.   |
|         | Thinning                      | \$ 19 . 25 | Hour       | AEWR \$ 19.25 per hour guarantee or an equivalent piece rate from \$0.15 to \$5.00 per unit for all cultivations. Estimated hourly wage rate equivalent for this piece rate is \$19.04 per hour based on the worker thinning 119 trees/hr on average at \$0.16 per tree. Rates may vary due to: age of the tree, number of trees planted per acre, type of tree such as (no trellis, v-trellis, or standard trellis), how much fruit is needing to be thinned off of the tree, and use of a ladder or not.   |
|         |                               | \$ .       |            |  |
|         |                               | \$ .       |            |  |
|         |                               | \$ .       |            |  |
|         |                               | \$ .       |            |  |

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



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

| 1. Type of Housing *  | 2. Physical Location *  | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity *  |
|---|---|-------------------------------------|------------------|----------------------|---|
| <input checked="" type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations | 378 B & O Rd<br>Okanogan, Washington<br>98840<br>OKANOGAN     |                                     | 19               | 56                   | <input checked="" type="checkbox"/> Local authority<br><input checked="" type="checkbox"/> SWA<br><input checked="" type="checkbox"/> Other State authority<br><input checked="" type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____ |
| <input checked="" type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations | 414 B & O Rd<br>Okanogan, Washington<br>98840<br>OKANOGAN     |                                     | 5                | 31                   | <input checked="" type="checkbox"/> Local authority<br><input checked="" type="checkbox"/> SWA<br><input checked="" type="checkbox"/> Other State authority<br><input checked="" type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____ |
| <input checked="" type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations | 71 B & O Rd West<br>Okanogan, Washington<br>98840<br>OKANOGAN |                                     | 1                | 20                   | <input checked="" type="checkbox"/> Local authority<br><input checked="" type="checkbox"/> SWA<br><input checked="" type="checkbox"/> Other State authority<br><input checked="" type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____ |
| <input checked="" type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations | 226 B & O Rd<br>Malott, Washington 998829<br>OKANOGAN         |                                     | 23               | 233                  | <input checked="" type="checkbox"/> Local authority<br><input checked="" type="checkbox"/> SWA<br><input checked="" type="checkbox"/> Other State authority<br><input checked="" type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____ |
| <input checked="" type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations | 202 B & O Rd<br>Okanogan, Washington<br>98840<br>OKANOGAN     |                                     | 8                | 16                   | <input checked="" type="checkbox"/> Local authority<br><input checked="" type="checkbox"/> SWA<br><input checked="" type="checkbox"/> Other State authority<br><input checked="" type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____ |

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



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

| 1. Type of Housing *  | 2. Physical Location *  | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Inspection Entity *  |
|---|---|-------------------------------------|------------------|----------------------|---|
| <input checked="" type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations | ZIRKLE - JAW LOUP 48 B<br>AND O RD<br>Okanogan, Washington<br>98840<br>OKANOGAN |                                     | 1                | 12                   | <input checked="" type="checkbox"/> Local authority<br><input checked="" type="checkbox"/> SWA<br><input checked="" type="checkbox"/> Other State authority<br><input checked="" type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____ |
| <input type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations            |   |                                     |                  |                      | <input type="checkbox"/> Local authority<br><input type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____   |
| <input type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations            |   |                                     |                  |                      | <input type="checkbox"/> Local authority<br><input type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____   |
| <input type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations            |   |                                     |                  |                      | <input type="checkbox"/> Local authority<br><input type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____   |
| <input type="checkbox"/> Employer-provided<br><input type="checkbox"/> Rental or public accommodations            |   |                                     |                  |                      | <input type="checkbox"/> Local authority<br><input type="checkbox"/> SWA<br><input type="checkbox"/> Other State authority<br><input type="checkbox"/> Federal authority<br><input type="checkbox"/> Other<br>_____   |

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





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

**H. Additional Material Terms and Conditions of the Job Offer**

*a. Job Offer Information 1*

|   |             |  |                   |
|---|-------------|--|-------------------|
| 1. Section/Item Number *  | <b>A.8a</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Job Duties</b> |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>         Job duties under our General Tree Fruit Worker contract will consist of activities associated with ONET Job Description 45-2092: Farmworkers and Laborers, Crop, Nursery and Greenhouse.</p> <ul style="list-style-type: none"> <li>• Some General Labor duties would be to help with the establishment and maintenance of orchard properties by clearing property, planting trees, harvesting nursery trees, building trellis, setting up, installing shade netting, and any other labor considered necessary for the efficient and safe operation of orchard properties.</li> </ul> <p>While performing all of the following duties, Workers will be expected to conform to the specific instructions provided each day by the supervisory staff, according to established company procedures accounting for difference in the treatment of different varieties and instructions based on market, fruit condition and operational demands. Time spent in this activity will depend on ranch location and seasonality.</p> <ul style="list-style-type: none"> <li>•Pruning apple, pear and cherry trees using handheld pruning shears or larger pruning loppers. Remove specific branches and sections of tree based on supervisory instruction by clipping off with shears, or loppers. Arrange all pruned tree branches in the center of the drive row for removal. Pruning 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.</li> <li>•Training apple and cherry trees to a trellis – take young tree limbs and attach them to wire using special tape, wood spacers or other provided fastener at specific intervals based on supervisory instruction. Training 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.</li> <li>•Thinning apple, cherry, and pear trees – remove small, undersized and/or damaged fruit from tree according to supervisor instructions, using care not to harm tree buds in the process. 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.</li> <li>•Picking numerous varieties of cherries – remove cherry from tree, place cherry into bucket, empty completed bucket into bin.</li> <li>•Picking numerous varieties of apples – remove apple from tree, depending on variety, use of clippers is required to remove stem. Place apple into 50lb picking bag, empty completed bag into bin.</li> <li>•Picking numerous varieties of pears – remove pear from tree place pear into picking bag, empty completed bag with care into bin.</li> <li>•Worker will pick according to grade, color and size and remove fruit in a manner so as to not harm the adjacent fruit spurs on the tree branches or physically damage fruit that is being harvested. Picking may be done from the ground or ladder, or from a motorized platform.</li> <li>•Young tree care, including hoeing, trunk painting, and hand fertilizing.</li> </ul> <p>Checker: A checker will perform daily tasks under the direction of a ranch manager or Crew Leader. The Checker will check the bins each Worker picks for quality (no debris, under-developed fruit, bruising, etc.). The Checker will also provide employees with an accurate accounting of fruit picked to ensure accuracy of pay. The Checker will evaluate work performed to ensure quality standards and necessary job requirements are being met. The Checker will provide feedback to the Crew Leader regarding the Workers level of knowledge of the specific task. The Checker must be able to walk and stand during the work day.</p> |             |  |                   |

*b. Job Offer Information 2*

|   |             |  |                            |
|---|-------------|--|----------------------------|
| 1. Section/Item Number *  | <b>A.11</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Deductions from Pay</b> |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>         Zirkle Fruit Company will pay the highest of the AEW, Prevailing hourly wage or piece rate, the agreed- upon collectively bargaining wage (this employer is not subject to a collective bargaining agreement), or the Federal or State minimum wage. The employer will provide paid training and/or allow 2 workdays (12 hours) of work for workers to meet the established job requirements in Item B. In instances when working or crop conditions indicate the employer may at his or her discretion, raise or suspend the piece rate scheme in favor of hourly pay at the stated AEW hourly rate in order to assure workers fair earnings.</p> <p>See Addendum C</p> |             |  |                            |

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

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 |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers must have one month experience in in tree fruit.</p> <p>Use of ladders up to 12 feet in height is required for pruning, tree training, thinning, and picking. Workers must possess proficiency in handling ladders, climbing and working on ladders safely. Workers will be expected to use all equipment in a safe and prudent manner to avoid injury. Workers must not lean ladders into trees, lean off to one side of the ladder, or stand on the last two steps of the ladder. Workers must not climb tree and should use a ladder. If a Worker is unsure of how to use a ladder safely, he or she must notify a crew leader or supervisor.</p> <p>Workers must have the ability to perform the task of pruning fruit trees. As described in Item A8a-A11 Job specifications.</p> <p>See Addendum C</p> |     |  |  |

d. Job Offer Information 4

|  |     |  |  |
|--|-----|--|--|
| 1. Section/Item Number *   | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - Inbound /Outbound Transportation |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will reimburse Workers who are recruited from beyond reasonable commuting distance who complete 50 percent of the period of employment for inbound transportation, lodging and subsistence costs incurred by the worker from the place from which the Worker came to work for the employer to the place of employment. The amount of the reimbursement for inbound transportation and lodging shall be the Worker's actual cost, but no more than the most economical and reasonable common carrier transportation and lodging charges for the distance involved. The amount of the reimbursement for subsistence shall be the minimum \$15.88 per day up to the maximum of \$59.00 per 24-hour travel day if receipts are provided, and to a pro-rated share of that amount based on quarters of travel days. Expenditures for alcoholic beverages will not be reimbursed. Unless paid in advance, employer reimburses inbound travel cost with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage. Inbound transportation, the employer will contract with a licensed and insured common carrier for transportation purposes.</p> <p>If an employee quits, abandons employment or is terminated for cause before the completion of 50 percent of the period of employment shown in Item A4, that Worker will not be eligible for reimbursement of their inbound transportation and subsistence. The employer will notify DOL (and DHS, in the case of an H-2A worker) no later than two (2) working days after such abandonment occurs.</p> <p>For the purposes of the above reimbursement, the ?period of employment? shall be the period from the first workday the worker is at the employer's place of employment and is ready, willing, able and eligible to work until the anticipated ending date of employment shown in Item A3.</p> <p>If a Worker recruited from beyond reasonable commuting distance completes the period of employment, the employer will provide or pay for the Worker's transportation, lodging and reasonable daily subsistence from the place of employment to the place from which the Worker, disregarding intervening employment, came to work for the employer. If the Worker has contracted with a subsequent employer who has not agreed in the contract to provide or pay for the Worker's transportation, lodging and daily subsistence expenses from the employer's work site to such subsequent employer's work site, Zirkle Fruit Company will provide or pay for such expenses; except that, if the worker has contracted for subsequent employment that includes the provision of or payment for transportation, lodging and daily subsistence expenses, Zirkle Fruit Company is not required to provide or pay for such expenses.</p> <p>In the event of the death of a worker during the time the worker is employed under this job order, the Worker's remains will be returned to the Worker's permanent home at no cost to the worker or the Worker's family.</p> |     |  |  |

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

|   |            |  |  |
|---|------------|--|--|
| 1. Section/Item Number *  | <b>F.1</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Daily Transportation - Transportation and Daily Subsistence</b> |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This benefit will be provided only to Workers who live in employer-provided housing. The use of this daily transit is voluntary; no worker is required as a condition of employment to utilize the daily transportation to the work site offered by the employer. Workers are free to choose their own means of transportation at their own expense. All work sites and vehicles used for transportation (buses, vans, etc.) are owned and/or exclusively controlled by Zirkle Fruit Company. Zirkle Fruit Company operates (number) of vehicles to provide transportation. Vehicles used to transport workers on public roadways are DOT approved: 15 Passenger Vans (8 vans); 14 Passenger Vans (3 vans); 10 Passenger Vans (3 vans); 7 Passenger Vans (1 van); 60 Passenger buses (2 buses); 56 Passenger buses (1 bus); 52 Passenger buses (2 buses); 48 Passenger buses (1 bus); 45 Passenger buses (1 bus); 44 Passenger buses (1 bus); 28 Passenger buses (1 bus).</p> <p>All employer-provided/owed transportation will comply with all applicable local, State, or Federal laws and regulations, and does provide at a minimum the same transportation safety standard, drivers license, and vehicle insurance as required 29 U.S.C 1841, 29 CFR 500.104 or 500.105 and 29 CFR 500.120 through 500.128.</p> |            |  |  |

f. Job Offer Information 6

|  |            |  |                                       |
|--|------------|--|---------------------------------------|
| 1. Section/Item Number *   | <b>B.6</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Job Requirements - Food Safety</b> |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For food and general personal safety purposes, all employees will be required and expected to follow proper hygiene practices at all times. This is particularly critical when handling harvested crops for human consumption and/or after handling chemicals. Employees are required to wash their hands thoroughly with soap and water after using the bathroom, after eating food and before entering the produce fields for harvest activities. Employees are expected to eat lunch in a common area and may not take food or drink into an area that is being harvested. In addition, workers will be expected to follow all food safety and personal hygiene guidelines that Zirkle Fruit Company adheres to as part of their Food Safety Programs.</p> |            |  |                                       |

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

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



**H. Additional Material Terms and Conditions of the Job Offer**

*g. Job Offer Information 7*

|  |     |  |                                     |
|--|-----|--|-------------------------------------|
| 1. Section/Item Number *   | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Work Assignments |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work assignments will be made by and at the sole discretion of the employer conditional on unforeseen circumstances such as weather or other unscheduled or unexpected interruptions in regular work for this position. As a result, Workers may be assigned to a variety of duties in any given day and/or to different duties on different days. Workers must perform the assigned work and may not perform duties not included herein or work in areas not assigned without the specific authorization of the supervisory staff. Workers will be expected to perform any of the listed duties as assigned by the Worker's supervisor.</p> <p>The employer or a designated employee will provide instructions and general supervision. However, employees will be expected to work in a productive and proficient manner. This means they will work at a diligent pace that is reasonable given the task at hand and given the efforts of similarly situated co-workers. Employer retains the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary after reasonably coaching and notice, continues to perform in a manner that interferes with the employer's effort to efficiently grow and harvest a premium quality product or any other lawful reason. Work quality of, pruning, thinning, training, and picking will be inspected for conformance to specific instructions by Supervisor. Job specifications can change from time to time during the season due to crop, block, variety, weather and/or market conditions, even on the same crop. Pruning, thinning, picking, and training activities affect harvest fruit yields and quality. Workers will be expected to conform to the specific instructions given by the Supervisor for each day thus ensuring that Zirkle Fruit Company is able to provide a quality product to their warehouses.</p> |     |  |                                     |

*h. Job Offer Information 8*

|  |     |  |                                      |
|--|-----|--|--------------------------------------|
| 1. Section/Item Number *   | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Employer Policies |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employees will be provided with a copy of the work contract, a copy of the Worker Information Notice (as required by the Migrant and Seasonal Worker Protection Act) and a copy of the employer's Seasonal Employee Information Guidelines on the first day the employee reports for work. Foreign H2A Workers will be provided with a copy of the work contract before they apply for a visa. These information packets outline the employer's policies and procedures, work rules and disciplinary procedures applicable to all employees. Workers will be expected to comply with the policies, procedures and rules in this information packet and failure to do so will subject the worker to the employer's disciplinary procedures. Workers will be required to attend an orientation on workplace rules, policies and safety information and attend monthly safety meetings. Workers will be paid for the time in which they attend the orientation at the AEW rate of \$19.25 per hour. Key rules applicable to all employees at Zirkle Fruit Company are included in this Job Clearance Order. Workplace issues should be dealt with by the employee's immediate supervisor. Workers should refer to Zirkle Fruit's Orchard Problem Resolution Procedure and should use the outlined procedures to address any workplace issues that cannot be resolved with the Worker's immediate supervisor.</p> <p>The employer may terminate the Worker with notification to the Employment Service if the Worker: (a) refuses without justified cause to perform the work for which the worker was recruited and hired; (b) while meeting minimum job requirements, does so in a nonworkmanlike manner; (c) commits serious acts of misconduct; (d) fails, after completing any training or break-in period, to perform the job requirements with respect to product quality or does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product; (e) is repeatedly absent or tardy; (f) or for any other lawful reason.</p> |     |  |                                      |

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

|  |            |  |   |
|--|------------|--|---|
| 1. Section/Item Number *   | <b>B.6</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Job Requirements - Drug and Alcohol Free Environment</b> |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In order to provide a safe workplace for its employees, Zirkle Fruit Company has established and will enforce a program that is intended to eliminate alcohol, marijuana and/or any other controlled substances from the workplace. Employees must not report for work, enter the employers' property or perform service while under the influence of or having used any controlled substances. (Controlled substance) includes any substance listed under any of the five schedules of the Federal Controlled Substances Act. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. Employees may be asked, after the time of hire, and at the employers expense to submit to a drug test for the following reasons: Post Accident or Reasonable Suspicion/Cause. Refusal to submit or tampering with the sample before testing, shall result in immediate termination of employment. Positive testing may lead to additional disciplinary action, up to and including termination of employment. If the employee has violated any of these conditions, the employee is not entitled to the guarantee set forth.</p> |            |  |   |

j. Job Offer Information 10

|  |            |  |   |
|--|------------|--|---|
| 1. Section/Item Number *   | <b>B.6</b> | 2. Name of Section or Category of Material Term or Condition * | <b>Job Requirements - Housing Information</b> |
| <p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers occupying employer-provided housing must occupy the quarter assigned to them. Persons not authorized by the employer may not occupy employer-provided housing. Cooking and other common areas may be shared with other occupants.</p> <p>No charge will be made to the Worker for employer-provided housing or basic utilities (water, sewer, garbage, and electricity). Other utilities, such as individual phone service or cable service are the responsibility of the Worker. Housing will include bedding. Employer may seek recovery of any loss to the employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown to have been caused by the Worker's dishonest or willful act in accordance with Washington State Law under WAC 296-126-025. Employer may also seek deductions expressly authorized by the Worker in writing under WAC 296-126-028.</p> <p>Employer retains possession and control of the housing premises at all times and Worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing, in accordance with state law.</p> <p>Housing will be clean and in compliance with applicable OSHA Housing Standards or local rental housing standards, if applicable, at the time it is made available for occupancy. Workers occupying the housing will be responsible for maintaining the housing and their living quarters in a neat, clean manner and in compliance with housing rules provided upon hiring and posted in each housing location in English and Worker's dominant language. Zirkle Fruit Company retains the right to inspect the housing to ensure compliance.</p> <p>All visitors to employer provided housing must inform the camp manager or designated individual of their presence. Visitors are permitted in the common area and other parts of housing provided their presence does not disrupt or interfere with the right of quiet enjoyment of other residents. Visitors who disrupt resident's quiet enjoyment of their housing will be required to leave the premises. Commercial solicitation will not be permitted. Visitors soliciting or engaging in illegal activity will be reported to law enforcement authorities and required to leave the premises. Workers living in employer's housing may not entertain guests in housing premises after 9:00 p.m. No persons, other than workers assigned by employer to a room, may sleep in any room.</p> |            |  |   |

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





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

**H. Additional Material Terms and Conditions of the Job Offer**

*k. Job Offer Information 11*

|   |     |  |  |
|---|-----|--|--|
| 1. Section/Item Number *  | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Wages, Deductions and Special Pay Information |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>                 Payment will be primarily on an hourly AEW or an equivalent piece rate basis for thinning, pruning, picking, training and/or when asked to perform alternate task and/or other task that support the normal course of the day-to-day operation of the farm. Piece rate pay compensates the employee for all hours of work recorded during a day in which piece rate work was performed. The hours of work recorded include both productive work time (anything that produces the unit upon which wages are based, including pruning, thinning, picking, or other piece-rate work) and non-productive work time (including but not limited to walking in and out of the field, moving ladders, emptying bags, etc). All Workers must take periodic rest breaks of 10 minutes for every four hours worked. If for any reason you are denied rest or meal breaks on a regular basis, please report that information to a member of Ranch Management and/or Human Resources. While working on a piece rate basis, the employees average hourly piece rate earnings will be calculated on a daily basis. If the worker's average hourly piece rate earnings at the end of the day are less than the Adverse Effect Wage Rate (AEWR) of \$19.25 the employee's earnings will be supplemented by the employer. Most other job duties will be paid on an hourly basis and will be compensated at a rate of \$19.25 per hour. Piece rates are set so that the majority of workers can earn in excess of the minimum guaranteed rate of \$19.25 per hour. Workers who after reasonable on the job training are not performing the job as instructed in a workmanlike manner will receive further training and may face disciplinary action up to and including termination.</p> <p>Piece rate prices will be established within the following ranges prior to the beginning of a task. These rates will be established based on the type of task being performed, the variety of fruit, the tree density of the particular orchard block, age of tree, time necessary to perform the task, construction design of the block and any or all other pertinent criteria necessary to establish equitable rates so an average general tree fruit worker should be able to earn at least the minimum guaranteed rate of \$19.25. All workers working under these rates will be guaranteed at least the AEW of \$19.25 per hour while meeting the job requirements in a reasonable timeframe.</p> |     |  |  |

*l. Job Offer Information 12*

|   |     |  |   |
|---|-----|--|---|
| 1. Section/Item Number *  | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - General Job Specifications |
| <p><b>3. Details of Material Term or Condition (up to 3 500 characters) *</b><br/> <small>Workers must have the ability to carry out simple one or two-step instructions as instructed by the Supervisor.</small></p> <p>Workers must regularly lift and/or move up to 25 pounds and must frequently lift and/or move up to 60 pounds.</p> <p>The job requires regular sitting, standing and walking. Workers should be able to work on their feet in bent positions for long periods of time. The Worker is occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Work in fields when plants are wet with dew and rain, may be required during light rain, snow, moderate winds, direct sunlight, high humidity and extreme temperatures. Temperatures range from 18 to over 105 degrees F. Workers must possess the requisite physical strength and endurance to repeat the above listed processes throughout the workday, at a sustained and vigorous pace and make bona fide efforts to work efficiently and consistently.</p> <p>Workers must have the ability to prune fruit trees.</p> <p>Workers must have the ability to train trees to trellis.</p> <p>Workers must have the ability to thin trees.</p> <p>Workers must be able to pick and transfer fruit without doing damage to the fruit picked (e.g., exceeding 1% bruising of fruit).</p> <p>Workers must be able to see all colors accurately in order to perform color-specific select picking.</p> <p>Workers must have the ability to recognize product quality and make necessary adjustments if they are not producing a quality product.</p> <p>Employer will provide training and/or allow 2 workdays (12 hours) of work for Workers to meet the established job requirements.</p> <p>Workers will be required to attend an orientation on workplace rules, policies and safety information prior to beginning work on or after the date of need listed in Item A3. Workers will be paid for the time in which they attend the orientation at the AEW rate of \$19.25 per hour. Attendance at monthly safety meetings is required.</p> <p>Must be able to perform all duties within this job description in what can be considered a safe manner, adhering to all established Zirkle Fruit Company safety policies, practices and procedures.</p> <p>Must have ability to communicate effectively and courteously with supervisors and co-workers.</p> <p>Must wear all required and assigned personal protective equipment (PPE) at all times when required to do so.</p> <p>Work is performed outdoor, exposed to various elements. Allergies or sensitivities to dust, ragweed, goldenrod, bees, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Work is done for long periods of time. Temperatures may range from 18 to 105 F. Workers may be required to work during occasional snow and/or rain showers not severe enough to stop field operations. Workers may be required to work in orchard when trees are wet with dew/rain and must wear proper clothing and shoe attire depending on the season and activity. All shoes must be closed toe and have adequate traction due to safety precautions.</p> |     |  |   |

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



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

**H. Additional Material Terms and Conditions of the Job Offer**

m. Job Offer Information 13

|   |      |  |  |
|---|------|--|--|
| 1. Section/Item Number *  | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Wages, Deductions and Special Pay Information |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>                 If working by the hour, the employer may choose to grant bonuses to workers based on performance. When a new crop activity is introduced, the employer will provide 2 workdays of work and/or training. Thereafter, the worker will be expected to perform the task as instructed, not to adversely affect the productivity of the other workers, and to perform the work in a manner specified by the employer. This guaranteed wage will not be based on commissions, bonuses or other incentives. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay if required by state law. 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.</p> <p>Each Worker will be paid on a weekly basis on Friday. The employer will make the following deductions: FICA (if applicable); Federal income tax withholding (if applicable); Workers portion of Worker's Compensation Insurance premium in accordance with Washington State Law; the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program; long-distance telephone charges incurred by the Worker (if any); repayment of loans, advances, or cost reimbursements for costs incurred that are for personal purposes, not business expenses; reasonable sums to compensate employer for willful damages to equipment or property, in a manner consistent with Washington State Law and in accordance with 20 CFR 655.122(p)(1); and any other deductions expressly authorized by the worker in writing (if any). No deductions except those required by law or expressly authorized by the employee will be made which bring their earnings for any pay period below the AEWR.</p> <p>The employer will furnish to the Worker on each payday a written statement of the worker's total earnings for the pay period, the Worker's hourly rate, the hours of employment which were offered to the Worker (broken out by the hours offered in accordance with and over and above the guarantee), the hours actually worked by the Worker, an itemization of all deductions made from the Worker's wage. This written statement will include the employer's name, address, and FEIN.</p> <p>The employer will advise H-2A visa beneficiaries of their responsibility to return to their country of origin, or to subsequent employment-authorized work, at the end of the term of employment.</p> <p>The employer prohibits the payment of recruitment fees by Workers. If a Worker is asked to pay such a fee or has actually paid such a fee, he or she shall inform the employer immediately so that employer may take appropriate action.</p> <p>The Employer will provide sick leave to employees. The employee will accrue paid sick leave at a minimum rate of 1 hour for every 40 hours worked. Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment, and sick leave will be paid at the employee's normal hourly rate. Unused paid sick leave of 40 hours or less will be carried over to the following year for those workers returning to employment with the employer within 12 months.</p> |      |  |  |

n. Job Offer Information 14

|   |      |  |   |
|---|------|--|---|
| 1. Section/Item Number *  | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - A6. and A7. Anticipated Hours of Work per Week |
| <p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b><br/>                 The workday may begin or end earlier or later on any given day. An evening work schedule may occasionally become necessary due to crop maturity and/or weather conditions. Workers will be instructed on the previous day of any anticipated change in the starting time. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur throughout the season.</p> <p>This is regular, full-time work requiring that the Worker be available for work as stated in Item 6 and 7. Workers may be offered more hours, but they are not a requirement. In addition, Workers may be offered more hours which could include work on the Sabbath and on Federal holidays, but you are not required to work them. Excessive tardiness and/or absences will not be tolerated and may result in disciplinary action up to and including termination of employment.</p> <p>The employer will provide Workers referred through this Clearance Order with 35 hours of work for the week beginning with the anticipated date of employment shown in Item 3, unless the employer amends the date of need in accordance with 20 CFR 653.501(d)(2)(v). The employer may require such persons to perform alternative work if this guarantee is invoked. Alternative work may include job duties such as general labor and maintenance activities including cleaning and maintaining migrant housing, pulling weeds, trimming pruned limbs for removal, fence mending, cleaning ditch banks and hedge rows.</p> <p>The employer guarantees to offer the Worker employment for at least three-quarters of the workdays of the total contract period and all extensions thereof, beginning with the first workday the Worker is at the employer's farm and is ready, willing, able and eligible to work, and ending on the expiration date shown in Item 4 or any extension thereof. For the purposes of this guarantee the workday means the number of hours shown in Item 6. The Worker may, however, be offered more hours of work than shown in Item 6, and if operational needs dictate may be asked, but not required, to work on the Sabbath and on Federal holidays.</p> <p>If the employer fails to provide the Worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked the guaranteed number of workhours. In determining whether the period of guaranteed employment has been met, the employer will count all hours of work actually performed and any hours which the worker fails to work, up to a maximum of the number of hours each day shown in Item 6, when the Worker has been offered an opportunity to work.</p> <p>If the Worker voluntarily abandons employment before the end of the contract period or is terminated for reasonable cause, which includes but is not limited to, violation of reasonable workplace rules regarding conduct, violation of reasonable housing rules, or failure to perform assigned work in the manner or reasonable timeframe designated by the employer, the Worker is not entitled to the guarantee set forth above.</p> |      |  |   |

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