



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

A. Job Offer Information

1. Job Title * Farmworker								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 5/18/2026				4. Last Date * 10/3/2026
		35	35					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *		
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday	
						a. 7 : 00	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 1 : 30	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 17 . 13		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00 . 00		H2A workers shall be paid \$17.13 per hour.		
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" 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). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	2	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>60</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <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. * <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> See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *				
Gamache Road - Parcel #191211-24402				
2. City *	3. State *	4. Postal Code *	5. County *	
Moxee	Washington	98936	Yakima County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
none				
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
2181 Deeringhoff Rd. Units A, B,C,D				
2. City *	3. State *	4. Postal Code *	5. County *	
Moxee	Washington	98936	Yakima County	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			4	48
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A



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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employees will purchase their own food and prepare their own meals. In the event that it becomes necessary for the employer to provide 3 meals a day to the workers, the employer will deduct \$16.28 per day or the current allowable charge as designated by the DOL from each worker's pay.

All breaks and lunches will be subject to local, state, and federal regulations.

2. The employer: *	<input type="checkbox"/> WILL NOT charge workers for meals.
	<input checked="" type="checkbox"/> WILL charge each worker for meals at \$ 16 . 28 per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 The Employer will offer transportation to and from employer provided housing to the work site, at no cost to workers who qualify.

The workers will be picked up at the housing locations; the time of pick-up depends on variable factors, such as weather, field location, job duties, etc. They will be returned to the housing in the same manner after their shift is done; time varying depending on the same factors.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ 16 . 28	per day *
	b. no more than	\$ 68 . 00	per day with receipts

G. Referral and Hiring Instructions



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

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

Employers will accept referrals or applications from any source. The employer will provide a copy of this ETA 790 and Addendums to any job seeker looking for work. Any jobseeker wishing to apply for this job opportunity must be fully apprised of the terms and conditions of the ETA 790 and Addendums.

SWA may only refer for employment individuals who have been apprised of the material terms and conditions of employment and have indicated, by accepting referral to the job opportunity, that he/she is qualified, able, willing, and available for employment. Applicants can view the job order on the Washington ESD website at: <https://www.WorkSourceWA.com>.

Candidates may apply in person at 6509 Gamache Road, Moxee, WA 98936 or over the phone at 509-452-3404, 8 am to 5 pm, Monday through Friday for a hiring interview. Employer will conduct an interview and if the candidate appears qualified will communicate a hiring decision.

Employer will verify, within the time stipulated by the law, the validity of documents provided by workers to demonstrate eligibility to legally work in the United States.

Candidates are encouraged to check back with Employer one week prior to the date of need to confirm there have not been any changes to the job opportunity. Candidates referred by the employment office (i.e. WorkSource) should check back with the employment office 9 days and no later than 5 days prior to the date of need to preserve their rights under 20 CFR 653.501(d)(4).

All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period and through 50% of the contract period.

2. Telephone Number to Apply * +1 (509) 452-3404	3. Extension § N/A	4. Email Address to Apply * jobs@bsr.farm
5. Website Address (URL) to Apply * www.worksourcewa.com		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

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

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 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).



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

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

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

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

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

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

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

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

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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

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

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
 - A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(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 * St. Mary	2. First (given) name * J. Edward	3. Middle initial §
4. Title * Owner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/9/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Black Star Ranch, LLC	Postma Road - Parcel#201334-44405 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road - Parcel #201203-41001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Rivard Road/Robillard Road - Parcel #191212-43401 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Gamache Road - Parcel #191210-41001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Gamache/Rivard Road - Parcel #191212-42003 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Postma/Beane - Parcel #201203-21001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road - Parcel #201202-33001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Smith Rd/Deeringhoff Rd - Parcel #201210-14011 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road - Parcel #201202-33002 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road/Hoff Rd - Parcel #201210-11403 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Black Star Ranch, LLC	Beane Road - Parcel #201203-32001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Beauchene Road - Parcel #191201-33402 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Beane Road/Postma Road - Parcel #201203-23404 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Postma Road - Parcel#201334-44404 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road - Parcel #201203-41002 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Gamache Road - Parcel #191211-23402 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Bell Road/Hwy 24 - Parcel #191201-32010 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Beane Road - Parcel #201203-33406 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	La Framboise Road - Parcel #191201-33002 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Beaudry Road/Beauchene Road - Parcel #191202-34002 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Black Star Ranch, LLC	Gamache Road - Parcel #191211-32402 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Beaudry Road - Parcel #191202-42409 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Gamache Road - Parcel #191210-44003 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Gamache Road - Parcel #191211-23401 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road - Parcel #201202-32001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Hwy 24/Bell Road - Parcel #191201-31499 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Beauchene Road/Beaudry Road - Parcel #191202-34001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road - Parcel #201203-44003 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Gamache Road - Parcel #191211-14001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road - Parcel#201211-22001 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Black Star Ranch, LLC	Duffield Road - Parcel #201331-32400 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Gamache Road - Parcel # 191211-24002 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Machine/Bell Road - Parcel #191203-11405 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Deeringhoff Road - Parcel #201203-44004 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Postma Road - Parcel#201334-42404 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	Bell Road - Parcel #191203-13003 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35
Black Star Ranch, LLC	1431 Deeringhoff Road - Parcel #201203-31004 Moxee, Washington 98936 YAKIMA COUNTY		5/18/2026	10/3/2026	35

D. Additional Housing Information



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p><small>Crops/Commodities: Hops/Apples This job requires a minimum of 2 months of verifiable experience working with hops or apples required. Applicants must furnish verifiable job references or comparable third-party documentation from recent employers to establish acceptable prior experience. This requirement will be applied equally to all new foreign and domestic candidates.</small></p> <p><small>Mow, cut, and weed fields. Perform ditching, shoveling, hoeing, hauling, ground preparation, and other manual tasks. Bending, stooping and kneeling required. Use hand tools including but not limited to hoes, shovels, shears, clippers, loppers, and saws. Lift, carry, and load/unload products or supplies. Use power equipment including but not limited to: telehandler, tractors, planters, mowers, plows, sprayers, cultivators, power shears, chain saws, high lifts, fork lifts, skid loaders. Must operate agricultural equipment safely, with or without direction. Clear debris from field and clean/maintain farm buildings, structures, equipment, and work areas. Assist with farm building/field maintenance and repairs. Build/repair fences.</small></p> <p><small>Machine Operation: Drive/operate utility vehicles and row crop tractors. Mow/rake hop bines. Operate pickers and/or dryers.</small></p> <p><small>Apples: Use/handle ladders up to 10 ft. in length and weighing up to 40 lbs. or perform work on motorized platform. Repeated failure to follow quality control instructions may result in disciplinary action up to and including termination.</small></p> <p><small>Thinning: Hand thin to control the size and quality of fruit. Remove fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Must accurately identify and remove misshapen, damaged or otherwise unmarketable fruit.</small></p> <p><small>Hops:</small></p> <p><small>Workers may be required to work some night shifts.</small></p> <p><small>Hop twining - load string bundles onto string cart. Top tie string to trellis. "Pogo" hop strings into hop hills with hop clips. Fix loose/missing strings. Fix non-compliant acreage immediately. Hills found without clips may result in suspension or discharge.</small></p> <p><small>No unused string may be discarded in the field.</small></p> <p><small>Hop training - training hop vines onto strings.</small></p> <p><small>Weeding - Walk through the field and pull weeds by hand. The worker must ensure that there is no damage done to the plant when pulling weeds.</small></p> <p><small>Remove broken or damaged poles and install a new pole. Ensure all hop poles are vertically straight and tamped into place. Manually remove weeds by hand or with digging tools. Weeding baby hop yards requires special care to detour damaging vines.</small></p> <p><small>Hop Vine Unloader/Hanger: Job consists of unloading hop trucks at a stationary picking machine. Hanging hop vines is physically demanding and requires the employee to grasp, lift and place the ends of hop vines on hooks that transfer the vines from the truck beds to the picking apparatus.</small></p> <p><small>Hop Vine Truck Driver/Unloader: Job consists of driving the hop vine truck while loading and transport to the harvesting machine. Once there, the driver will assist one of the hop vine unloader/hangers in unloading the truck by hand. All of the job requirements specific to the hop vine unloader/hanger job apply to the driver while performing this part of the job.</small></p> <p><small>Hops:</small></p> <p><small>Workers may be required to work some night shifts. Hop twining - load string bundles onto string cart. Top tie string to trellis. "Pogo" hop strings into hop hills with hop clips. Fix loose/missing strings. Fix non-compliant acreage immediately. Hills found without clips may result in suspension or discharge.</small></p> <p><small>No unused string may be discarded in the field. Hop training - training hop vines onto strings.</small></p> <p><small>Weeding - Walk through the field and pull weeds by hand. The worker must ensure that there is no damage done to the plant when pulling weeds.</small></p> <p><small>Remove broken or damaged poles and install a new pole. Ensure all hop poles are vertically straight and tamped into place. Manually remove weeds by hand or with digging tools. Weeding baby hop yards requires special care to detour damaging vines.</small></p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The Employer will make the following deductions from the worker's wages: FICA taxes, Federal Income tax if required, other deductions expressly authorized or required by state or federal law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) in accordance with applicable state law and company policy, and any other deductions expressly authorized by the worker in writing.</p>			

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

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>This job requires a minimum of 2 months of verifiable experience working with hops or apples required. Applicants must furnish verifiable job references or comparable third-party documentation from recent employers to establish acceptable prior experience. This requirement will be applied equally to all new foreign and domestic candidates. Workers must be able to perform manual and mechanized tasks with accuracy and efficiency. Saturday work required. Must be able to lift/carry 60 lbs. Employer-paid post-hire drug testing is required after a worker has an accident at work. For workers performing driving duties, a clean driving record and a valid, insurable drivers license is required. Workers may be required to work some night shifts. Each worker will be assigned to a shift.</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
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Inbound:</p> <p>For the Workers who complete 50 percent of the work contract, the Employer will either provide transportation and subsistence during transportation, or reimburse the reasonable cost incurred by the Worker for transportation and subsistence during transportation from the place from which the Worker departed to the employer's place of employment. In order to comply with the FLSA, the Employer will advance this payment prior to the first paycheck.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties (a)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Hop Vine Unloader/Hanger. Job consists of unloading hop trucks at a stationary picking machine. Hanging hop vines is physically demanding and requires the employee to grasp, lift and place the ends of hop vines on hooks that transfer the vines from the truck beds to the picking apparatus.</p> <p>Hop Vine Truck Driver/Unloader. Job consists of driving the hop vine truck while loading and transport to the harvesting machine. Once there, the driver will assist one of the hop vine unloader/hangers in unloading the truck by hand. All of the job requirements specific to the hop vine unloader/hanger job apply to the driver while performing this part of the job.</p> <p>Other Job Specifications Include:</p> <ol style="list-style-type: none"> 1. Job specifications for hop vine unloader/hanger apply to this job as well since the driver is also responsible for unloading. 2. Must have valid driver's license. 3. Must have the ability to safely drive a standard transmission, using (under 26k lb. GVW) vine hauling trucks to the field, drive it in the field during loading, and transport those vines from the field to the harvesting facility, as well as assist in unloading. 4. Must check fuel level and notify person in charge of fueling trucks when necessary. 5. Hop vines will irritate/scratch exposed skin. Employee must bring and wear long sleeve shirts and gloves. 6. Employee must wear provided eye protection. 7. Employee is to use a compressed air gun to quickly remove loose hop material from the truck beds after all vines have been unloaded so that the next full truck can enter the unloading stall. <p>Pick up vines that have fallen down and re-hang them. Pick up vines and hop clusters from ground behind combine and put into truck.</p> <p>Manually remove drip tubing from hop plants and place at center of the hill to avoid damage. Roll, tie, and install tube with utility vehicle and tubing roller. Re-tie broken tubes to nearest string. Excess or repeated damage to drip tubes may result in suspension or discharge.</p> <p>Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable foot wear. Shorts, bathing suits or other casual clothing not permitted. Workers wearing clothing inappropriate for work will not be permitted to start work.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions from Pay - Cont.
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program. Workers without valid U.S. Social Security numbers or an Individual Taxpayer Identification Number (ITIN) may be subject to backup withholding of 24% from their wages until they are able to present the social security or ITIN to their employer.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment - Cont. (b)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable foot wear. Shorts, bathing suits or other casual clothing not permitted. Workers wearing clothing inappropriate for work will not be permitted to start work.</p> <p>Workers must obey all safety rules and basic instructions and be able to recognize, understand and comply with safety, pesticide warning/re-entry and other essential postings. Employer will instruct workers in the safety and operation of equipment before use. Workers must operate equipment, with or without direction, in a manner that protects operator, visitors, other workers, products, trees, crops and equipment. Failure to comply with safety requirements and operating instructions may result in termination.</p> <p>Non-employees access to work sites or adjacent areas strictly prohibited. Non-working minors may not be present, adjacent to worksites, or left in vehicles during the day.</p> <p>Use, possession, transfer, offer, sale or manufacture of marijuana and/or controlled substances strictly prohibited. All work sites are alcohol and drug free work places. Employees must not report for work, enter the employers' property or perform service while under the influence of or having used alcohol, marijuana, illegal controlled substances, or any other substance that may in any way adversely affect their alertness, coordination, reaction or safety. Employer-paid post-hire drug testing is required after a worker has an accident at work.</p> <p>Clean driving record required. Must have and maintain valid, insurable driver's license. Operating farm machinery and/ or motorized vehicles to assist in orchard/hop work and transporting materials, supplies and workers.</p> <p>Workers required to follow common sanitary practices at all times. Workers required to wash hands thoroughly with soap and water after using the bathroom and before entering fields for harvest activities.</p> <p>Employer reserves the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able but is unwilling to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason.</p> <p>The employer may discipline the worker, including brief suspension of work activities/employment for a set period determined by the supervisor or termination of employment as described in the Work Rules.</p> <p>Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing under the applicable regulations).</p> <p>Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.</p> <p>All terms and conditions included in the job order will apply equally to all workers, both U.S. workers and H-2A workers, employed in the occupation described in this job order.</p>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment - Cont. (c)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break.</p> <p>During the spring and summer when the weather is warm, workers may work from 6:00 a.m. to 12:30 p.m. Monday through Friday and 6:30 a.m. to 11:30 a.m. Saturday in order to avoid the heat and humidity during the day. 35 hours guaranteed.</p> <p>TERMINATION. Prior to any termination for cause, employer evaluates workers' performance of required tasks and compliance with Work Rules and other employer policies. Employer may terminate a worker for cause if the worker's performance consistently and/or substantially fails to satisfy the employer's reasonable expectations (in accordance with the criteria set forth herein), or otherwise engages in serious or egregious misconduct that endangers health, safety, or property. In assessing whether workers' performance meets reasonable expectations, employer evaluates, among other reasonable criteria, whether the worker:</p> <ul style="list-style-type: none"> (1) has adequately complied with the Work Rules and any other policies or procedures; (2) has complied with all health and safety guidelines, including the use of tools or equipment in accordance with best practices to protect the employer's property, crops, and in a manner that avoids injury or damage; (3) has treated company property (tools, equipment, crops, fixtures, etc.), with care and respect, avoiding damage or improper cleanliness or maintenance standards; (4) has timely and consistently followed instructions duly communicated by supervisors, crew leaders, and management personnel; (5) has complied with the employer's quality control standards for ensuring a marketable product; (6) is not repeatedly tardy or absent, has reported to work at the time and place instructed, and remained at work for the agreed-upon work hours, unless such absence was excused or the worker timely communicated and sought approval for any deviation from such schedule; (7) has consistently performed the duties assigned, in the manner instructed, and has not purposefully malingered or acted in a recalcitrant manner (i.e., refusing without cause to perform certain duties, refused to follow instructions, performed work in a careless or reckless manner that poses a risk to the employer's crops/commodities, company property, or the health/safety of others, etc.). 			

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



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment - Cont. (d)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after two consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large. These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Violation of any lawful, job-related employer requirements, including these Work Rules, are grounds for immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.</p> <p>1. Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. 2. Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses. 3. Workers may not use or possess alcohol, marijuana or illegal drugs during work time or during any workday before work is completed for the day (e.g., during meals). Workers may not report for work under the influence alcohol, marijuana or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture marijuana or illegal drugs on any employer premises, including housing. 4. Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer expects employees to be reliable and punctual in reporting for scheduled work.</p>			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment - Cont. (e)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Absenteeism and tardiness place a burden on other employees. As a result, excessive absences and/or tardiness will not be permitted. Therefore, two consecutive unexcused absences or two unexcused absences during the contract period may result in disciplinary action up to and including termination of employment. Workers must report any absence from work one hour prior to the start of their work shift. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absence, as defined by DOL regulatory requirements).</p> <p>5. Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them. 6. Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters. 7. Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions. 8. Workers assigned to bunk beds in employer-provided housing may not separate bunk beds. 9. Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment. 10. Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles. 11. Workers may not take unauthorized breaks from work, except for reasonable breaks to use field sanitation, toilet, or hand-washing facilities, or to obtain drinking water. 12. Workers may not sleep, waste time, or loiter during working hours. 13. Workers may not leave the field or other assigned work area without permission of employer or supervisor. 14. Workers may not enter employer's premises without authorization. 15. Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time. 16. Workers may not entertain guests in employer-provided housing premises after 10:00 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by employer, may sleep in housing. 17. Workers may not deliberately restrict production or damage products/commodities. 18. Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination. 19. Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment - Cont. (f)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p><small>21. Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination.</small></p> <p><small>22. Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination.</small></p> <p><small>23. Workers may not falsify identification, personnel, medical, production or other work-related records.</small></p> <p><small>24. Workers may not drive any vehicles on employer's property without proper licensing, if required.</small></p> <p><small>25. Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers.</small></p> <p><small>26. Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer.</small></p> <p><small>27. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer.</small></p> <p><small>28. Workers may not misuse or remove from the farm premises without authorization any employer-owned property.</small></p> <p><small>29. Workers may not accept personal gifts from employer's vendors or customers without employer's authorization.</small></p> <p><small>30. Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor.</small></p> <p><small>31. Workers must follow supervisor's instructions. Insubordination is cause for termination.</small></p> <p><small>32. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records.</small></p> <p><small>33. Workers may not make long distance phone calls without employer's explicit permission.</small></p> <p><small>34. Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule: *First Offense: Oral warning and correction. *Second Offense: Written warning and unpaid leave for balance of day. *Third Offense: Immediate termination.</small></p>			

l. Job Offer Information 12

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Additional Housing Information
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>The Employer will assign the Worker housing accommodations, if applicable. No person may occupy the Employer-provided housing without prior written permission by the Employer. The Worker may decline an offer of housing.</p> <p>Mail and Telephone: The Workers may receive mail at 2181 Deeringhoff Rd., Moxee, WA 98936. The Workers may be contacted in the event of an emergency by telephone (509) 452-3404. Collect telephone calls will not be accepted. The Employer will offer housing at no cost for the Workers if applicable, and to those in corresponding employment who are not reasonably able to return to their residence within the same day in accordance with 20 CFR 655.122(d). The Worker may decline an offer of housing. Separate sleeping rooms will be designated for male and female workers. Kitchen and other common facilities will be shared.</p> <p>Housing Rules: The Employer will distribute and post a camp management plan/housing rules. The Workers who do not comply with housing rules will face progressive discipline, up to and including termination and removal from the housing.</p> <p>The worker agrees to have deductions made from their last pay check for damages to housing consistent with federal and state law.</p> <p>Due to compliance with GlobalGAP and food safety, visitors to the housing facility must check in with the camp manager or main office. Access to housing by authorized government personnel, job service outreach workers, and invited guests is permitted in common areas as long as their presence does not disrupt nor interfere with the right of quiet enjoyment of all housing residents. Overnight guests are not permitted.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation - Cont.
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will provide one weekly trip to workers to purchase groceries and perform other errands. Use of employer-provided transportation is voluntary. Workers who decline or are ineligible for employer-provided housing are responsible for own transportation.</p> <p>Employer attests that it will have enough vehicles, with appropriate seating capacity, to transport all workers eligible for employer-provided transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following: van (standard) (quantity: 5, seats per: 10) pick-up truck (quantity: 5, seats per: 6). Pick-up time is approximately 7:00 a.m., and drop-off time is approximately 2:30 p.m.. Round-trip travel for employer-provided transportation is equal to or less than 75 miles. Vehicle safety standards at 29 CFR § 500.104 will apply.</p> <p>The workers will be picked up at the housing locations; the time of pick-up depends on variable factors, such as weather, field location, job duties, etc. They will be returned to the housing in the same manner after their shift is done; time varying depending on the same factors.</p>			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Wage Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.</p> <p>In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>FIRST WEEK'S PAY. If an applicant fails to verify the start date of need between 9 and 5 business days prior to the original date of need, then they are disqualified from the first weeks' pay obligations listed in 20 C.F.R. § 653.501(c)(5).</p> <p>RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on non-discriminatory individualized factors. Employer will pay each worker by cash, check, pay card, and/or direct deposit (when using pay cards, employer will pay any associated fees, except for out of network ATM use, international ATM withdrawals, and international bank transfers. Workers will be able to use pay cards as a standard debit card with access to in network ATMs at no extra charge or fee). The payroll period is weekly. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for overtime pay if required by state law.</p> <p>Workers will receive 1.5x their normal rate of pay for every hour worked after 40 hours in any given workweek in accordance with RCW 49.46.130.</p> <p>Workers shall receive a paid 10 minute rest break for every four (4) hours worked. Rest breaks will be paid at the regular rate of pay. If workers are paid by a piece rate (see above), the regular rate of pay shall be determined by dividing the total piece rate earnings for the pay period by the total hours worked in that period, exclusive of rest breaks, or the minimum hourly rate required by law, whichever is greater. Workers shall accrue one (1) hour of paid sick leave for every 40 hours worked. Sick leave will be paid at regular rate of pay. Workers are entitled to use paid sick leave beginning on the 90th calendar day after the employment start date. Unused sick leave of 40 hours or less will be carried over to the following year. Workers terminated for cause or who voluntarily resign employment shall forfeit all unused paid sick time.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Qualifications and Requirements
<p>3. Details of Material Term or Condition (up to 3,500 characters) * <small>GENERAL CONDITIONS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in freezing or high heat temperatures. The worker may be required to work in the orchard when trees are wet with dew/rain and should have suitable clothing for variable weather conditions. Worker may be required to lift or load objects continually up to the weight limit identified in section B.4.</small></p> <p>The Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non-passenger intended equipment unless instructed and authorized by the employer or supervisor to do so.</p> <p>All work related injuries must be immediately reported to the crew leader, foreman, or supervisor. Workers compensation claims may be presented to any medical provider, through your employer or state agency if applicable.</p> <p>Full Growing Season Commitment: The worker agrees to be available for work and perform the assigned work for the assigned employer through the full period of employment in accordance with sections A.3 and A.4 of the ETA 790.</p> <p>Light Duty: Workers restricted to light duty work by their physician may be offered light duty jobs in accordance with State Law and/or agency guidance.</p> <p>Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper methods and other crop specific issues.</p> <p>General Job Specifications:</p> <ol style="list-style-type: none"> 1. Must be able to perform all duties within this job description in what can be considered a safe manner adhering to all established orchard safety guidelines, practices and procedures. 2. Must wear all required and assigned personal protective equipment at all times when required to do so. Worker must wear proper clothing and footwear depending on the season. All footwear must be closed-toed and durable due to safety precautions. 3. The Employer or designated worker will provide instructions and general supervision. Workers will be expected to conform to the specific instructions given for each day's work. 4. Workers will be required to attend an orientation on workplace rules, policies and safety information. 5. Individuals who are not employed by the Employer will not be permitted in or adjacent to the work site. In particular, no non-working children may be present at or adjacent to work sites or left in vehicles during the workday. Workers arriving at work with non-working children or other non-workers will be sent home. 6. Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite. 7. All other duties assigned under this order will be those duties of Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification (SOC code) identified in section I. 			

p. Job Offer Information 16

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound - Cont.
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Inbound (Cont.): Workers who do not complete 50% of the contract will have the advance deducted from their final paycheck. Transportation may be arranged by the employer and could include any of the following, depending on cost efficiency: Bus, Plane, Train; or a combination of the travel means. The Employer will reimburse subsistence during transportation as soon as practical after the Workers arrive. The rate of reimbursement for subsistence during transportation is \$16.28 per day if no receipts are offered, up to a maximum of \$68.00 per day if the Worker presents receipts as specified in 20 CFR 655.122 (h)(1) and 20 CFR 655.173(a).</p> <p>Employer will provide or pay for reasonable lodging accommodations when applicable. The amount of the daily subsistence payment will be at least as much as the employer would charge the worker for providing three meals a day during employment (if applicable), but in no event less than the amount permitted under sec. 655.173(a),” which is \$16.28 per day.</p> <p>Outbound: 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, pursuant to 20 CFR 655.122(h)(2). It is always the employer’s choice whether to advance or provide transportation as described in this paragraph.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment (a)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * This document is translated into Spanish, if there are any differences the approved English version controls.</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.</p> <p>SCHEDULING CHANGES. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods may occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days.</p> <p>REASONABLE ACCOMMODATIONS. Qualified workers with disabilities must notify the employer of any accommodations needed to perform the job. Workers must be able to perform the work required, with or without reasonable accommodations. A worker is not eligible for the job if the worker is not able to perform the job duties even with the requested accommodation, or if the employer is not reasonably able to provide the accommodation (i.e., because the accommodation would cause undue hardship on the operation of the business).</p> <p>NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status. All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. See Addendum A for piece rate schedule.</p> <p>Work is done in the field for long periods of time. Workers may assist in handling product weighing up to 60 pounds and lifting to a height of 5 feet. Workers must work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Work required in fields when plants are wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures in fields during working hours can range from 10 to over 100 degrees F.</p> <p>Workers may be required to work during occasional showers not severe enough to stop field operations. Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job.</p> <p>Workers should be able to do the work required with or without reasonable accommodations.</p>			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Other Conditions of Employment - Cont. (g)
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Unemployment Insurance: Domestic workers are generally covered by unemployment insurance. Foreign workers are generally not eligible for unemployment insurance benefits. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.</p> <p>Employers will grant reasonable access to outreach workers pursuant to 20 CFR 653.107 and 653.501(3)(vii).</p> <p>The worker may be considered an employee under the laws of the state of Washington and is subject to state worker health and safety laws.</p> <p>You may be subject to both state and federal laws governing overtime and work hours, including the minimum wage act under chapter 49.46 RCW.</p> <p>Workers are not charged any fees other than the applicable Visa Fees paid to the U.S. Department of state for a visa interview, which will be reimbursed should the worker receive a visa and arrive at the place of work.</p> <p>You have the right to keep in your possession, your travel and labor documents, including your visa, at all times, and your employer may not require you to surrender those documents to the employer or to the international labor recruitment agency while you work in the United States, except as otherwise required by law or regulation or for use as supporting documentation in visa applications.</p> <p>You may contact the services or hotline listed below if you think that you may be a victim of trafficking: *Emergencies: 911 *Washington Anti-Trafficking Response Network (WARN): 206-245-0782 *Office of Crime Victims Advocacy Web site or Hotline: 1-800-822-1067 or on the Web at www.commerce.wa.gov/site/247/default.aspx. *Department of Labor & Industries' Crime Victim Compensation Service Center: 1-800-762-3716 or on the Web at www.crimevictims.lni.wa.gov. *For information on workplace rights, worker safety and health or workers' compensation, contact Department of Labor & Industries at 1-800-547-8367 or on the Web at www.lni.wa.gov. *See other relevant telephone numbers on the workplace posters at your workplace or at www.lni.wa.gov/IPUB/101-054-000.pdf.</p>			

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