



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. *	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> <b>See Addendum C</b>			

**C. Place of Employment Information**

1. Place of Employment Address/Location *				
19694 NW Road 12.5 Quincy, Washington 98848				
2. City *	3. State *	4. Postal Code *	5. County *	
Quincy	Washington	98848	Grant County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Employer owns and/or controls all worksites				
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *				
White Alpha II - 5279 Martin Rd				
2. City *	3. State *	4. Postal Code *	5. County *	
Ephrata	Washington	98823	Grant 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			2	64
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" 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> *				
Currently has certification for 60 beds but will be certifying house for 64 beds.				
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.)*  
 Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: \*

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

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. \*  
*(Please begin response on this form and use Addendum C if additional space is needed.)*  
 Employer will provide free daily transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following:  
  
 14 passenger vans: 12 with a capacity of 15 workers and 2 with a capacity of 16 workers.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*  
*(Please begin response on this form and use Addendum C if additional space is needed.)*  
 Employer will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (e.g., van, bus, plane) transportation charges for the distances involved for both inbound and outbound transportation. Inbound transportation provided from the foreign worker's home city to the U.S. consulate and from the U.S. Consulate to the work site.

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	\$ <u>16</u> . <u>28</u>	per day *
	b. no more than	\$ <u>68</u> . <u>00</u>	per day with receipts

**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 referrals/applicants from all sources. Interview required - conducted at no cost to applicant, via phone or in-person. Employer will conduct interview as expeditiously as possible. Contact Leticia Mendoza or Vanessa Olivares Monday through Friday during the hours of 9:00 AM - 5:00 PM PST. at phone 509-662-8062 or email vanessao@dovex.com, cristinat@dovex.com, or leticiam@dovex.com. Employer will hire those who meet the following conditions: be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements.

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

2. Telephone Number to Apply * +1 (509) 662-8062	3. Extension § N/A	4. Email Address to Apply * leticiam@dovex.com
5. Website Address (URL) to Apply * N/A		

**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 * <b>Mendoza</b>	2. First (given) name * <b>Leticia</b>	3. Middle initial §
4. Title * <b>HR and Orchard Admin Director</b>		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/11/2026
--	-------------------------------

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
	Wage for domestic workers in WA	\$ 17 . 13	Hour	
	Wage for H2A workers in WA	\$ 17 . 13	Hour	
	Apple Picking- Minneiska	\$ 45 . 00	Piece Rate	\$45 per bin (47" X 47" 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.25/hr based on the workers filling .45 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking- Cripps Pink	\$ 30 . 00	Piece R	\$30.00 per bin (47 X" 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.10/hr based on the workers filling .67 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking- Fuji	\$ 28 . 26	Piece Rate	\$28.26 per bin (47" X 47X" 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.06/hr based on the workers filling .71 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking: Granny	\$ 28 . 26	Piece Rate	\$28.26 per bin (47" X 47X" 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.06/hr based on the workers filling .71 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking: Honey Crisp	\$ 45 . 00	Piece Rate	\$45 per bin (47" X 47" 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.25/hr based on the workers filling .45 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking: Jonagold	\$ 28 . 26	Piece Rate	\$28.26 per bin (47" X 47X" 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.06/hr based on the workers filling .71 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking: Cosmic Crisp	\$ 30 . 00	Piece Rate	\$30.00 per bin (47 X" 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.10/hr based on the workers filling .67 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking: Maslin	\$ 32 . 00	Piece Rate	\$32.00 per bin (47" X 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$19.84/hr based on the workers filling .62 bin/hr on average. Guaranteed \$17.13/hr.

**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
	Pear Picking: Barlett	\$ 26 . 00	Piece Rate	\$26.00 per bin (47" X 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.02/hr based on the workers filling .77 bin/hr on average. Guaranteed \$17.13/hr.
	Cherry Picking - Bing	\$ 00 . 24	Piece Rate	\$0.24 per pound. Average of \$20.02 if picking 72 lbs per hour. Guaranteed \$17.13/hr.
	Pear Picking: Bosc	\$ 28 . 00	Piece Rate	\$28.00 per bin (47" X 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$19.88/hr based on the workers filling .71 bin/hr on average. Guaranteed \$17.13/hr.
	Pear Picking: Green D'Anjou	\$ 28 . 00	Piece Rate	\$28.00 per bin (47" X 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$19.88/hr based on the workers filling .71 bin/hr on average. Guaranteed \$17.13/hr.
	Pear Picking: Red D'Anjou	\$ 28 . 00	Piece Rate	\$28.00 per bin (47" X 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$19.88/hr based on the workers filling .71 bin/hr on average. Guaranteed \$17.13/hr.
	Pear Picking: Happi	\$ 26 . 42	Piece Rate	\$26.42 per bin (47" X 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.02/hr based on the workers filling .77 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking: Sugarbee	\$ 45 . 00	Piece Rate	\$45 per 47" X 47" X 24.5" bin. Estimated hourly wage rate equivalent for this piece rate is \$17.55 per hour, based on workers completing 0.39 bins per hour on average. Guaranteed \$17.13 per hour for H-2A workers. Guaranteed \$17.13 per hour for domestics.
	Apple Picking: Sweet Tango	\$ 45 . 00	Piece Rate	\$45 per 47" X 47" X 24.5" bin. Estimated hourly wage rate equivalent for this piece rate is \$17.55 per hour, based on workers completing 0.39 bins per hour on average. Guaranteed \$17.13 per hour for H-2A workers. Guaranteed \$17.13 per hour for domestics.
	Cherry Picking: Dark Cherries	\$ 00 . 27	Piece Rate	\$0.27 per pound lb. Estimated hourly wage rate equivalent for this piece rate is \$17.28 per hour, based on workers completing 64 lbs per hour on average. Guaranteed \$17.13 per hour for H-2A workers. Guaranteed \$17.13 per hour for domestics.
	Apple Picking- Gala	\$ 28 . 26	Piece Rate	\$28.26 per bin (47" X 47" X 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.06/hr based on the workers filling .71 bin/hr on average. Guaranteed \$17.13/hr.

**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 Picking: Golden	\$ 28 . 26	Piece Rate	\$28.26 per bin (47" X 47X" 24.5") Estimated hourly wage rate equivalent for this piece rate is \$20.06/hr based on the workers filling .71 bin/hr on average. Guaranteed \$17.13/hr.
	Apple Picking: Ambrosia	\$ 28 . 67	Piece Rate	\$28.67 per 47" X 47" X 24.5" bin. Estimated hourly wage rate equivalent for this piece rate is \$17.4887 per hour, based on workers completing 0.61 bins per hour on average. Guaranteed \$17.13 per hour for H-2A workers. Guaranteed \$17.13 per hour for domestics.
		\$ . .		
		\$ . .		
		\$ . .		
		\$ . .		
		\$ . .		
		\$ . .		
		\$ . .		
		\$ . .		

**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



**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 §
DNS Farm Services LLC	10881 Road R Northwest Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	11472 Road U Northwest Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	9300 Martin Road Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	8979 Martin Road Northwest Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	420 Wyoming Street Chelan Falls, Washington 98817 CHELAN COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	1160 2nd Street Chelan Falls, Washington 98817 CHELAN COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	7178 Road N Southwest Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	5279 NW Martin Rd. Ephrata, Washington 98823 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	4010 Monitor Orchard Road Monitor, Washington 98836 CHELAN COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services, LLC	1160 2nd Street Chelan Falls, Washington 98817 CHELAN COUNTY		5/17/2026	11/7/2026	276

**D. Additional Housing Information**

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



**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 §
DNS Farm Services, LLC	13998 Martin Road Northwest Quincy, Washington 98848 GRANT COUNTY	Employer owns and/or controls all worksite locations.	5/17/2026	11/7/2026	276
DNS Farm Services LLC	6907 Road O Southwest Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	9248 Martin Road Northwest Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	7478 Road N Southwest Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276
DNS Farm Services LLC	7174 Adams Road South Quincy, Washington 98848 GRANT COUNTY		5/17/2026	11/7/2026	276

**D. Additional Housing Information**



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 <input type="checkbox"/> Rental or public accommodations	420 Wyoming Street, Chelan Falls, Washington, 98817 Chelan Falls, Washington 98817 CHELAN COUNTY		3	48	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	6907 Road O Southwest Quincy, Washington 98848 GRANT COUNTY		4	72	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	9248 Martin Road Northwest Quincy, Washington 98848 GRANT COUNTY		4	72	<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 _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	19694 Road 12.5 Northwest Quincy, Washington 98848 GRANT COUNTY		2	20	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

**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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Equipment Operator: The worker is responsible for driving and operating agriculture equipment that is involved in the farming process such as tilling, planting, fertilizing, and harvesting crops. Responsible for applying all pesticides and fertilizers according to manufacturer's directions using appropriate handling procedures to ensure personal and environmental safety. 1. Perform regular maintenance and repairs of tractors/equipment. 2. The Worker will operate tractors, motorized platforms, forklifts, hydraulic carriers, mechanical weeders, mowers, weed sprayers, and other mechanized equipment 3. During harvest, the worker will place empty bins in the orchard and will remove full bins using a tractor with a Blueline bin hauler 4. The worker is required to wear and maintain ALL PPE and Safety gear as required by Management, local, state and federal regulations. 5. Wear Seatbelts as required 1. Work together in TEAMS (always two (2) people when hooking and un-hooking implements. 2. Know the Importance of always having the tractor ROP's (Rollover protective structure) up when the situation allows. 3. Apply pesticides and fertilizers according to consultant's recommendations and manufacturer's directions and in proper ratio. Use proper application and disposal procedures. 4. Observe all label warnings and use appropriate personal protective equipment. 5. Exercise proper spill containment and control procedures and report all spills to orchard foreman, manager and owner. 6. When spraying, be aware of the environment that you are operating in: • Location of crews • Location of vehicles • Location of Neighbors crews and employee's • Wind speed, direction, and drift potential • Temperature requirements for sprays and heat stress 7. Follow pesticide container recycling procedures. 8. Secure all pesticides and fertilizers appropriately. Observe all storage area warnings. 9. Post warning for proper Re-Entry period according to label Workers may also: 1. Assist with irrigation projects 2. Assist with new planting projects 3. Operate trucks to carry farm equipment, crops and farmworkers 4. Perform general repair of agricultural equipment. 5. Pack crops into containers. 6. Assist as a Flagger when spraying orchards The Employer attests that these workers will be properly trained by their supervisor who has a valid Private Applicators license which is the standard pursuant to Washington State Department of Agriculture (WSDA). Furthermore, their supervisor will be available to ensure that workers understand all chemical label, safety instructions, and application instructions pursuant to WSDA.</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 (<i>up to 3,500 characters</i>) *</p> <p>Worker must authorize in writing all voluntary deductions, such as cash advances/loans, health insurance payments, cell phones, and other services to benefit the worker. Employer will make all deductions required by state/federal law, if applicable, such as: FICA, federal, state and/or local income tax withholding. Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions.</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
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Workers must have at least 2 months of experience in general farm labor. Specific requirements include lifting up to 60 pounds. Employer reserves the right to conduct post-hire employer-paid upon-suspicion and post-accident drug testing. Any employee who declines to take or fails a drug test will be immediately terminated.</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. Training: There will be a demonstration period to familiarize workers with job specification and to demonstrate proper methods and other crop specific issues.</p>			

d. Job Offer Information 4

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Information
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Housing is only available to non-local workers (permanent residence outside normal commuting distance) and is not offered to non-working family members. Employer possesses and controls premises at all times. Female workers will be provided bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law. If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the property.</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>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - FLSP 1</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  Baseline Requirements:</p> <p>1. Universal Application of Benefits: DNS Farm Services, LLC commits to providing all benefits, protections, and working conditions described in this job order equally to H-2A workers and U.S. workers in corresponding employment at all worksites covered by this application. This commitment ensures fair treatment for all workers regardless of their visa status.</p> <p>2. USDA Research Participation: DNS Farm Services, LLC will participate in a USDA-sponsored research study on agricultural labor practices. Workers may be invited to voluntarily participate in surveys or interviews. Participation or non-participation will not affect employment status, wages, or working conditions.</p> <p>4. Responsible Recruitment: If applicable, the employer will disclose the name of any foreign agents and sub-contractors and provide a copy of the completed Recruitment Partner Letter. If available, the recruiter's registration in the country from which they are recruiting will be supplied.</p> <p>Silver/Platinum Options:</p> <p>6. Weekly Housing Maintenance Plan: DNS Farm Services, LLC will be following a Weekly Housing Maintenance Plan to ensure the upkeep and quality of worker housing. This plan includes a detailed process, described below, for workers to report any maintenance needs. Upon receipt of a maintenance request, DNS Farm Services, LLC will adhere to a specified timeline, to address and resolve these issues promptly, maintaining a high standard of living conditions for all workers.</p> <p>DNS Farm Services, LLC has Orchard Administrative Assistants/Site Managers that review the weekly cleaning and maintenance logs to ensure any housing issues get addressed. DNS Farm Services, LLC also has the Department of Health that does third party housing inspection to ensure that housing conditions are up to state standards and compliant with regulatory laws.</p> <p>Workers are also encouraged to talk to their crew leader, foreman and/or their site manager with any housing issues that arise. If issues are not addressed, DNS Farm Services, LLC has an open door policy which allows workers to contact HR and upper management to follow-up on any concerns in a timely fashion.</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 - FLSP 3</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  Our company uses PickTrace, which is a timekeeping system, to ensure accuracy in tracking employees time and jobs performed. This system is based on real-time, which ensures transparency and accountability. Employees are scanned in/out using their employee badge which ensures accountability for both the employee and employer. We also have Orchard Administrative Assistants that are assigned to each orchard complex. One of their roles is to ensure accuracy on payroll time cards before they get processed for payment. Workers are paid on a bi-weekly basis and have the option to receive a paper paycheck or direct deposit. We provide all workers with a paper copy of their paystub every pay period and encourage workers to review their paystub for accuracy. If a worker has any concerns with their paycheck they are advised to contact our Payroll Department to review and if needed make corrections promptly. We would like to be able to provide our workers the opportunity to receive their paycheck via a Paycard and we hope this can be implemented in the near future because we believe it will be beneficial to our employees.</p> <p>Our company also works closely with clinics in our community. These clinics provide employees the opportunity to mobile on-site clinics that include Medical Check-ups, Dental Screenings, Behavioral Health Services and education at no cost to migrant/seasonal workers. Employees get so busy working that they forget to take care of their health. These clinics are beneficial to our employees as they provide workers the opportunity to address health concerns they are dealing with. We also worked with Medical Teams during COVID-19 and they provided on site clinics to do testing and provided COVID-19 vaccines to all employees that were interested. We would like to continue to offer these opportunities to our employees because the health and well-being of our employees is important. We also encourage workers to report all work-related accidents/incidents. Our company ensures that workers have the availability to seek medical attention either when work-related situations arise and/or provide transportation to seek medical attention to workers living in company housing.</p> <p>Addendum C: Section D.10 - Additional Housing Information</p> <p>DNS Farm Services, LLC will implement a weekly housing maintenance plan as described above to address worker concerns and maintain housing quality.</p> <p>Addendum C: Section G - Additional Referral and Hiring Instructions</p> <p>DNS Farm Services, LLC participates in the USDA Farm Labor Stabilization and Protection Pilot Program, which includes enhanced labor standards and worker protections beyond standard H-2A requirements. All terms and conditions of employment described in this job order, including FLSP commitments, apply equally to H-2A and domestic workers in corresponding employment.</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>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - FLSP 2</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  Additional commitments - Pay, Benefits and Working Conditions</p> <p>7. Overtime Pay in a State where Overtime is not already Compulsory: DNS Farm Services, LLC will pay overtime at 1.5 times the regular hourly rate for all hours worked over 40 hours in a workweek, regardless of the type of work performed.</p> <p>8. Description of Employer Practices and Plans                  The company's priority is to ensure the safety and well-being of all workers. Our goal is to make sure that workers return safely to their families every day. We have a Safety and Compliance Officer who works closely with the Management team and Site Managers to ensure the company is following all state, local, and federal laws and regulations to ensure the company is in compliance.</p> <p>In the Agricultural industry, we are faced with many challenges, especially challenges due to weather. Heat and Wildfire Smoke are two critical topics that affect our industry, especially during our peak time of the year - harvest. In order to make sure our employees in supervisory roles are educated on these topics, along with other agricultural-related topics, we provide them the opportunity to attend trainings provided by Washington State Labor and Industries and other agencies. We believe that education is a tool no one can take away from our employees, and it is important they feel confident in the roles they perform and have the tools necessary to be successful.</p> <p>We ensure that our Site Managers, Crew leaders, Employees, and New Hires have the proper trainings related to safety and health. Some of the trainings our management team/crew leaders/operators/employees participate in are: Leadership Training, Heat Stress Prevention, Wildfire Smoke, First Aid/CPR, Pesticide Handling, Forklift, Tractor/PTO Safety, and Sexual Harassment Training. All orchard locations have monthly safety meetings with all the employees that cover the training topics mentioned above and discuss any issues/concerns they may have. We also have L&amp;I and ESD visit our sites and provide training to our workers on employee rights.</p> <p>Additionally, since we are an organic grower, the safety and health of all is our priority. The company has a designated worker at each orchard location who monitors the orchard to make sure workers have cool/potable water, clean and sanitary bathrooms, and assists the team with safety and health-related needs.</p> <p>We make sure workers take rest breaks and lunches as required by law and remind workers about these rules during their safety meeting. During times of extreme heat, we have trained our crew leaders to ensure workers take breaks as required by L&amp;I. The company has implemented mist shade canopies at the orchard locations to provide workers a cool place for shade during extreme heat and encourage workers to drink a lot of water. We would like to use funds from this grant to have additional shade locations for our workers.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	<b>A.11</b>	2. Name of Section or Category of Material Term or Condition *	<b>Pay Deductions - Additional Disclosures</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  Work is to be done for long periods of time in the field, when plants may be wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers ability to perform the job. Workers must be able to perform the required work with or without reasonable accommodations. Must wear assigned personal protective equipment when required. Must report for work daily wearing appropriate work clothing and boots or other durable foot wear. Casual clothing not permitted. Workers wearing inappropriate clothing will not be permitted to start work.</p> <p>Workers will have an unpaid lunch break when working more than 5 hours. Must report to work at the designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start/end times. Employer may request, but not require that workers work more than the stated daily hours, on the worker's Sabbath, or on federal holidays.</p> <p>Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company worksites or vehicles is prohibited and will be cause for immediate termination. The employer does not conduct background checks but may terminate a worker for cause if a criminal conviction or sex offender status is discovered during employment, in accordance with applicable laws and regulations, to ensure the safety of other workers, staff, and the public.</p> <p>The work described herein is regular, seasonal full-time work requiring all workers to be available as stated on the standard work schedule, throughout the entire contract period. Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p> <p>Employer also retains the right to terminate workers for lawful job-related reasons, including but not limited to workers who: are regularly absent or tardy; malingers or otherwise refuses to work in accordance with direction, or is otherwise obviously unqualified to perform the job; is physically able but does not demonstrate the willingness to perform the work necessary.</p> <p>Non-U.S. workers may be terminated if one or more U.S. workers becomes available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences.</p> <p>Foreign workers will be advised of their responsibility to depart the U.S. when employment comes to an end. Employer will request and maintain records of each worker's permanent home address, e-mail address (when available) and phone number.</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 *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Washington Attestations
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Overtime pay for agricultural workers is applicable at 1.5 times the regular rate of pay for all hours worked over 40 during any workweek. Workers will receive a paid 10-minute rest break for every four hours worked, paid at the regular hourly rate of pay. If workers are paid by piece rate, wages are calculated by totaling the weekly amount of pay and divided by the hours worked. The employer will withhold from the employee's wages the maximum allowable under WA State RCW 50A.04, Paid Family and Medical Leave Program.</p>			

*j. Job Offer Information 10*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Workers' Compensation Insurance
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Employer will provide workers' compensation insurance coverage in accordance with 20 CFR 655.122(e). Employer attests that the policy will be renewed as necessary to cover the entire certified contract period and any extension of employment.</p> <p>Name of insurance carrier: Washington L&amp;I Name of policyholder: DNS Farms Name of person to be notified of claim: Leticia Mendoza Telephone number for point-of-contact: 509-662-8062 Deadline for filing a claim: Injuries: one year of the injury date. Occupational disease: two years of receiving written notice from a health-care provider that the condition exists and may be work-related</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 *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements, if applicable</p> <p>Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure.</p> <p>Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs.</p>			

*l. Job Offer Information 12*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Staggering
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Pursuant to the Department of Labor's policy change announced on 08/25/2025, the employer intends to bring in an initial group of approximately 30 workers on its anticipated beginning date of need identified above, a subsequent group(s) of approximately 98 workers on or about 06/01/2026 or 30-60 days thereafter, and a subsequent group(s) of approximately 148 workers on or about 08/16/2026 or 30-60 days thereafter.</p> <p>Employer reserves the right to alter these additional start dates, which are good faith estimates, as necessary to adjust to the variable and unpredictable factors associated with the agricultural labor to be performed under this job opportunity.</p>			

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

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



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

*m. Job Offer Information 13*

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

*n. Job Offer Information 14*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance. Workers will be picked up at the employer-provided housing address(es) on work days approximately 30 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location.</p> <p>The above-referenced vehicles will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order.</p> <p>Daily transportation to and between worksites provided at no cost to workers living in employer- provided housing. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation.</p>			

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



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

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

*o. Job Offer Information 15*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>APPLES/PEARS/CHERRY/WINE GRAPE Harvest: The Worker will hand harvest apples, pears, cherries, and wine grapes. This can be performed from a motorized platform and/or from the ground or a ladder. The Worker will attach harness, bucket or bag and pick low hanging fruit while standing on the ground and higher branches while standing on a ladder. The Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. The Worker will carry harness, bucket or bag of up to 60 lbs. and will place fruit into plastic/wooden bins, 47" X 47"X 24.5" which hold approximately 25 bushels of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. The Worker may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. The Worker must possess the ability to pick-up; handle a 10 ft. or 12 ft. orchard ladder weighing up to 40 pounds. SUMMER THINNING: Thinning is a manual process used to control the size and quality of grown fruit. The Worker must possess the ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Furthermore, the Worker must be able to use scissor like clippers. This process requires the Worker to remove, in some cases not limited to the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. The Worker will be expected to be able to identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors. Thinning may be performed from a motorized platform and/or from the ground or a ladder. TRAINING: Training is a process in which the fruit tree is manipulated to increase yield and/or quality. The Worker must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Training may be performed from a motorized platform and/or from the ground or ladder. Some example training tasks are but not limited to: • Tying, taping or clipping apple or pear limbs to wires. • Tying up or down apple and pear limbs and grape vines. • Training and limb positioning of apple and pear trees. • Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, or leaf removal. • Propping and supporting apple and pear trees and grape vines. PRUNING: Pruning numerous varieties of apple and pear trees and wine grape vines according to established company procedures based on the difference in the treatment of different varieties. Work will be performed on trees for long periods of time using a variety of pruning equipment including but not limited to hand shears, hand loppers, hand saws. Furthermore, the worker must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Pruning may be done from the ground or a ladder up to 12 feet in height or from a motorized platform. The Worker may be required to selectively prune only trees of a certain size and color as instructed by the crew supervisor. The Worker is expected to possess or acquire pruning skills in order to identify and remove stubs or broken branches, downward-growing branches, branches which rub against each other, shaded interior branches, dead wood and shoots/suckers with hand pruning saws and clippers, mechanized equipment in pruning activities.</p>			

*p. Job Offer Information 16*

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

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