



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

**A. Job Offer Information**

1. Job Title * <b>Farm Worker</b>								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * <b>5/25/2026</b>				4. Last Date * <b>6/30/2026</b>
		<b>30</b>	<b>28</b>					
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 *		
<b>35</b>	a. Total Hours	<b>7</b>	c. Monday	<b>7</b>	e. Wednesday	<b>7</b>	g. Friday	
<b>0</b>	b. Sunday	<b>7</b>	d. Tuesday	<b>7</b>	f. Thursday	<b>0</b>	h. Saturday	
						a. <b>7</b> : <b>00</b>	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. <b>2</b> : <b>30</b>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
<b>Temporary Agricultural Services and Wage Offer Information</b>								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)  <b>See Addendum C</b>								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
<b>\$ 15 .25</b>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		<b>\$ 00 .00</b>		<b>\$15.05/hour for H-2A workers in OR</b>		
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) <b>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.</b>								

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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? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) See Addendum C			

**C. Place of Employment Information**

1. Place of Employment Address/Location *				
Full Circle - 3765 Fletcher Drive				
2. City *	3. State *	4. Postal Code *	5. County *	
Odell	Oregon	97044	Hood River County	
6. Additional Place of Employment Information. (If no additional information, enter " <b>NONE</b> " below) *				
Employer reserves the right to move workers between worksites as needed.				
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 *				
MCALEXANDER #7103 ( 7099, 7101, 7103 DEE HWY)				
2. City *	3. State *	4. Postal Code *	5. County *	
Parkdale	Oregon	97041	Hood River County	
6. Type of Housing (check only one) *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public (including mobile or range)			3	48
9. Identify the entity that determined the housing met all applicable standards: *				
<input checked="" 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. (If no additional information, enter " <b>NONE</b> " below) *				
See Addendum C				
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *				<input 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.)  
 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	\$ 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.)  
 See Addendum C

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

2. Telephone Number to Apply * <b>+1 (541) 667-9580</b>	3. Extension § <b>N/A</b>	4. Email Address to Apply * <b>info@agrilaborinc.com</b>
5. Website Address (URL) to Apply * <b>N/A</b>		

**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
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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:

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



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 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 * <b>Torres</b>	2. First (given) name * <b>Camelia</b>	3. Middle initial §
4. Title * <b>H-2A Specialist</b>		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/20/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Cherries - Harvesting	\$ 00 21	Piece Rate	Per Pound. Estimated hourly wage rate equivalent for this piece rate is \$21 per hour based on workers picking 100 lbs per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Cherries, Bing, Harvest	\$ 00 24	Piece Rate	Per pound. Estimated hourly wage rate of 17.28 per hour based on workers harvesting 72 units per hour. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Cherries, Sweetheart - Harvesting	\$ 00 21	Piece Rate	Per Pound Estimated hourly wage rate equivalent for this piece rate is \$21 per hour based on workers picking 100 lbs per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Cherries, Dark Red, Harvest	\$ 00 27	Piece Rate	Per pound. Estimated hourly wage rate of 17.28 per hour based on workers harvesting 64 units per hour. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Cherries, Lapins - Harvesting	\$ 00 27	Piece Rate	Per Pound. Estimated hourly wage rate equivalent for this piece rate is \$27.00 per hour based on workers picking 100 lbs per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Yellow Cherry – Harvesting	\$ 00 21	Piece Rate	Per Pound. Estimated hourly wage rate equivalent for this piece rate is \$21 per hour based on workers picking 100 lbs per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Apples - Harvesting – All other varieties	\$ 28 26	Piece Rate	Per bin (47x47x24.5) Estimated hourly wage rate equivalent for this piece rate is \$21.19 per hour based on workers filling 0.75 bins per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Gala Apples – Harvesting	\$ 28 26	Piece Rate	Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$21.19 per hour based on workers filling 0.75 bins per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Fuji Apples – Harvesting	\$ 28 26	Piece Rate	Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$21.19 per hour based on workers filling 0.75 bins per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Apples/Honeycrisp - Harvesting	\$ 31 76	Piece Rate	Per bin (47x47x24.5) Estimated hourly wage rate equivalent for this piece rate is \$23.82 per hour based on workers filling 0.75 bins per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.

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



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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Granny Smith Apples - Harvesting	\$ 28 . 26	Piece Rate	Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$21.19 per hour based on workers filling 0.75 bins per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Cripps Apples – Harvesting	\$ 30 . 00	Piece Rate	Per Bin (47 X 47 X 24.5) Estimated hourly wage rate equivalent for this piece rate is \$22.50/hr. based on workers filling 0.75 bins per hour on average. Guaranteed \$15.25/hour in OR for domestic workers and \$15.05/hour for H-2A workers.
	Oregon - Domestic Worker Wage	\$ 15 . 25	Hour	Domestic workers will be paid at the rate of \$15.25/hour.
	Oregon - H-2A Worker Wage	\$ 15 . 05	Hour	H-2A workers will be paid at the rate of \$15.05/hour.
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

**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 §
Full Circle	2940 Fir Mountain Road Hood River, Oregon 97031 HOOD RIVER COUNTY		5/25/2026	6/30/2026	28
Full Circle	3590 AGA Road Odell, Oregon 97044 HOOD RIVER COUNTY		5/25/2026	6/30/2026	28
Full Circle	4310 Woodworth RD Hood River, Oregon 97031 HOOD RIVER COUNTY		5/25/2026	6/30/2026	28
Full Circle	5250 Lost Lake Road Hood River, Oregon 97031 HOOD RIVER COUNTY		5/25/2026	6/30/2026	28
Full Circle	7105 Dee Hwy Parkdale, Oregon 97041 HOOD RIVER COUNTY		5/25/2026	6/30/2026	28
Full Circle	Full Circle - 2380 Hwy. 35 Hood River, Oregon 97031 HOOD RIVER COUNTY		5/25/2026	6/30/2026	28

**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 (<i>up to 3,500 characters</i>) *</p> <p>Work duties will include primarily pear, apple, and blueberry pruning. Other duties may include apple blossom thinning, tree training, fire blight cutting and removal, and general farm clean-up.</p> <p><b>TRAINING:</b> Training is a process in which the fruit tree is manipulated to increase yield and/or quality. The Worker must possess the 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 tree limbs to wires. Tying up or down fruit tree limbs. Training and limb positioning of fruit trees. Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, or leaf removal. Propping and supporting fruit trees.</p> <p><b>PRUNING:</b> Pruning numerous varieties of fruit trees 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, clippers, mechanized pruning equipment.</p> <p><b>THINNING:</b> Thinning is a manual process used to control the size and quality of grown fruit. Must possess the ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. This process requires the employee to remove, in some cases not limited to the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. Workers 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. Farm clean up tasks include picking up garbage around the orchard, removing old string and wire from trellis and orchard blocks, and other farm labor tasks.</p>			

*b. Job Offer Information 2*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This job opportunity requires 2 months of previous tree fruit experience. Worker may be required to lift or load up to 60lbs continually. There are general conditions of employment, general job specifications and individual requirements that are specific to each job duty. This type of work involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning. Drug testing may be conducted post-employment and at the expense of the employer as stated in accordance with Departmental regulations at 20 CFR sec. 6S5.122(b).</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>D.10</b>	2. Name of Section or Category of Material Term or Condition *	<b>Additional Housing Information</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer complies with OAR 437-004-1120 (16)(o) and will provide private sleeping areas for unrelated persons of each sex and for each family unit. 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.</p>			

*d. Job Offer Information 4*

1. Section/Item Number *	<b>G.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Referral and Hiring Instructions</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who are available at the time and place needed should be referred to the employer. All referrals from State Workforce Agencies must be sent to the employer by email and must include referral contact name, phone number, and email address if an email address is available.</p> <p>Walk-in applications will be accepted at:        Address: 80487 N Hwy 395, Hermiston, OR 97838        AgriLabor Referral Contact is Camelia Torres        Email address: info@agrilaborinc.com        Phone number (541) 667-9580</p> <p>Contact hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., ("Regular Business Hours"), except on federal holidays. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment. The employer will interview applicants by phone and in-person by appointment and job offers will be extended to qualified, eligible applicants. Telephone or in-person interviews will be at no cost to workers. Applicants, State Workforce Agency Personnel, walk-ins, gate hires, etc. may call for an interview during regular business hours. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule interviews.</p> <p>Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the 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**

*e. Job Offer Information 5*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer will provide daily transportation via the following vehicles authorized for use to transport workers and are reflected on the employer's FLC Orange Card: 24 Passenger Vans with 15 seats each 7 Buses with 60 seats each 1 Bus with 57 seats 1 Bus with 49 seats 1 Bus with 44 seats 1 Bus with 30 seats 1 Bus with 26 seats 1 Bus with 20 seats 10 Cars with 6 seats each 9 Cars with 5 seats each 4 Cars with 3 seats each 1 Car with 2 seats 2 Trucks (1 with 3 seats, 1 with 2 seats).			

*f. Job Offer Information 6*

1. Section/Item Number *	<b>E.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Meal Provision - Housing Continued</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * 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. Mail and Telephone: The Workers may receive mail at 80487 N Hwy 395, Hermiston, OR 97838. The Workers may be contacted in the event of an emergency by telephone 541-667-9580. 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. 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. 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.			

**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 - Job Requirements continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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>Work/Job Specification Definitions: a) Sloppy: not careful or neat: showing a lack of care, attention, or effort. b) bona fide: made with earnest intent c) earnest: serious in intention, purpose, or effort: d) sustained: continuing for an extended period or without interruption. e) endurance: the ability or strength to continue or last, especially despite fatigue, stress, or other adverse conditions. f) efficiently: performing or functioning in the best possible manner with the least waste of time and effort. g) consistently: Same way over a long period of time.</p> <p>Must be able to lift and/or load 60lbs.                  Work may take place when temperatures are below freezing and above 100 degrees Fahrenheit.                  May require extensive pulling and/or pushing of tools, wheelbarrows, fruit containers, etc.                  May require worker to sit and/or walk for extensive periods of time while sorting, picking, examining, weeding, transporting, pruning, etc.                  Workers will be required to stoop and/or bend over while performing farm labor such as weeding, irrigating, pruning, picking, removing debris, etc.                  There will be repetitive movements while performing most of the farm labor duties, for example picking, sorting, pruning, shoveling, weeding, etc.                  Have transportation to the job site if the worker does not reside in employer housing and/or is a local worker.</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 - General Conditions of Employment
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>General Conditions of Employment:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Must wear all required and assigned under this order will be those duties of Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational. 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.</li> <li>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.</li> <li>4. Workers will be required to attend an orientation on workplace rules, policies and safety information.</li> <li>5. Individuals who are not employed by the Employer will not be permitted in or adjacent to the worksite. In particular, no non-working children may be present at or demonstration period to familiarize workers with job specification and to demonstrate proper methods and other crop specific issues.</li> <li>8. All other duties assigned under this order will be those duties of Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational.</li> <li>9. 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. 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.</li> </ol>			

**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 - Conditions of Employment 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Conditions of Employment:</p> <p>1. Discipline and/or Termination: The Employer may discipline and/or terminate the Worker for lawful job-related reasons in accordance with 20 CFR 655.122(n) and company policy, which is found in the company handbook under sections: 2.3 Corrective Action and Discipline 2.3a Corrective Action 2.3b Disciplinary Procedure 2.3c Causes for Disciplinary Action 2.3d Termination of Employment To the fullest extent permitted by law, worker agrees to submit to mandatory binding arbitration for any and all claims or disputes arising from or related to worker's employment, including but not limited to claims of unpaid wages, unfair treatment, discrimination, harassment, and/or wrongful termination; this agreement does not apply to any sexual assault dispute or any sexual harassment dispute. Nothing in this provision prevents any worker from communicating with, providing information to, cooperating with, submitting a claim to, or filing a complaint with the U.S. Department of Labor or any federal, state, or local agency. Relevant authorities: 20 CFR 655.135(h); 29 CFR 501.4(a) and 501.5.</p> <p>2. Workers must wear their seatbelts at all times while riding in company vehicles.</p> <p>3. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the Employer no later than the first day of employment. The Employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the Worker from future employment opportunities with the Employer. If the Worker abandons their employment without notice during the period covered by this work agreement, they are terminated immediately and will be disqualified from future employment opportunities with the Employer. If the Worker resigns their employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case by case basis.</p> <p>4. For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.</p> <p>5. Drug Free Workplace: All work sites covered by this clearance order and all facilities of the employer are drug free work places. Employees must not report for work, enter employers' property, or perform service while under the influence of or having used illegal controlled substances including but not limited to Marijuana. Employees must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.</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 - Conditions of Employment 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>6. Substance abuse policy: The Employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our members and their workers and visitors. The use or possession or being under the influence of drugs or alcohol during working time is prohibited. If the Worker arrives to work impaired due to substance abuse they will be subject to progressive discipline up to and including termination. Note: Drug testing will only be conducted post-employment and at the expense of the employer as stated in accordance with Departmental regulations at 20 CFR sec. 655.122(b). This is not a drug test requirement, but a statement outlining that the employer may conduct post-employment drug testing at the expense of the employer.</p> <p>7. 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>8. The Employer will provide sick leave to employees. The employee will accrue paid sick leave at a minimum rate of 1 hour for every 40 hours worked. Employees are entitled to use accrued paid sick leave beginning on the 90th calendar day after the start of their employment, and sick leave will be paid at the employee's normal hourly rate. Unused paid sick leave of 40 hours or less will be carried over to the following year for those workers returning to employment with the employer.</p> <p>9. 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. Workers who believe they have been charged any improper fees must report it to the employer immediately.</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**

*k. Job Offer Information 11*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Conditions of Employment 3
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  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. 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. 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.                  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> <p>General Job Specifications: 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. 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. 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. Workers will be required to attend an orientation on workplace rules, policies and safety information. 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. Workers who are eligible for Employer provided housing will have employer arranged transportation from the housing to the worksite. 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>			

*l. Job Offer Information 12*

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Information Continued
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  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> <p>Basis of Pay: For certain crops and certain activities contained in this application, the employer may compensate workers on a piece rate basis. At other times, it may not be practical to use a piece rate compensation system, and in these cases, the employer will use the required hourly rate. The Department of Labor posts the results of wage and prevailing practice surveys on the Agricultural Online Wage Library (AOWL). Any piece rates paid by the employer during the contract period will be in accordance with the AOWL when applicable, unless the AOWL rates are invalidated by changes in regulation, law, or court action. Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements, if applicable. Raises and/or bonuses may be offered to any seasonal worker employed under this job order, at the company's sole discretion, based on individual factors including but not limited to work performance, skill, and tenure. Employer expressly prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. The employer attests they will not seek or receive payment of any kind from workers for anything related to obtaining the H-2A labor certification, including the employer's attorney or agent fees, application fees, or recruitment costs. WA: 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>			

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

*m. Job Offer Information 13*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties continued 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Other Job Duties include:</p> <ol style="list-style-type: none"> <li>1. Planting of new trees in orchard for establishing or maintaining a field.</li> <li>2. The worker will care for young non-producing fruit trees including weeding, hoeing, removing foreign material from a planting, trunk painting, hand fertilizing, and growth selection by hand and by clipping.</li> <li>3. Pruning of fruit trees and the removal of undesirable limbs from a fruit tree.</li> <li>4. Provide general labor to assist in the establishment of new orchard properties by clearing property, planting trees, building trellises, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties.</li> <li>5. Cares for fruit trees during growing process- to include the possibility of recognizing and/or reporting and/or treating tree diseases.</li> <li>6. Harvest preparation including spreading liners in bins, rolling bins in blocks by hand.</li> <li>7. Propping and tying of fruit trees and limbs.</li> <li>8. Change/operate a variety of irrigation systems including changing, operating or repairing valves to meet crop needs based on environmental/climatic changes.</li> <li>9. Repair sprinklers on overhead cooling system, drip systems, and under tree systems including plugs, broken heads, or broken pipes/lines.</li> <li>10. Load, and unload empty bins by hand and place in orchard</li> <li>11. Picking numerous varieties of apples and cherries according established company procedures accounting for difference in the treatment of different varieties.</li> <li>12. Hand harvesters may be required selectively pick only fruit of a certain color and/or size as instructed by the supervisor.</li> <li>13. Hand harvesters will be required handle fruit carefully and not bruise or damage fruit when it is placed in the bin.</li> <li>14. Observation of bruised, damaged or cull fruit by the supervisor will result in a bad bin mark and after three bad bin marks, the employees will receive disciplinary action up to and including termination. A bad bin mark occurs when a bin is inspected and a significant number of culls, bruised or damaged are found by the supervisors.</li> <li>15. The prevailing practice in the industry is pay on a piece rate basis for hand harvesting of apples and cherries.</li> <li>16. Farm clean up tasks include picking up garbage around the orchard, removing old string and wire from trellis and orchard blocks, and other farm labor tasks.</li> <li>17. Safely sets and use of ladders. Much of the picking will be done from an aluminum ladder up to 12 feet in height.</li> <li>18. Use of hand tools, such as pruning hooks, shears, and picking bags will be utilized.</li> </ol>			

*n. Job Offer Information 14*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job duties continued 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Additional Job Specifications:</p> <ol style="list-style-type: none"> <li>1. Planting Trees: Taking young trees and planting them into the ground.</li> <li>2. Painting Tree Trunks: Using cloth glove and applying paint to trunks of the trees to protect against herbicide or winter injury.</li> <li>3. Tree Training: Securing the tree and side limbs to the Orchard Trellis System using black tape or green tie tape, in this situation ladder work may be required.</li> <li>4. Orchard Trellis Install: Erecting trellis poles throughout the blocks and securing trellis wire to them using a ladder, hammer, and staples.</li> <li>5. Summer Pruning: Using pruning shears to remove unwanted competing or shading limbs of the trees.</li> <li>6. Mylar Install / Cleanup: Rolling out a reflective material on the orchard floor to help with fruit coloring. Taking the sued material out of the blocks post-Harvest.</li> <li>7. Hand Thinning Apples - Removing unwanted fruit from trees with too many Apples. Requires pinching off the Apples using your fingers, in this situation ladder work may be required.</li> <li>8. Picking Apples: Carefully picking Apples from the trees and placing them into a bin, without damaging the fruit. Color picking may be required, as well the use of a ladder and picking bag to help facilitate the job.</li> <li>9. Cooling System Install: Hanging poly hose from the top trellis wire down each row in select blocks. Ladder work is required.</li> <li>10. General Clean Up: Cleaning up garbage or weeds around the farm as needed.</li> </ol>			

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

*o. Job Offer Information 15*

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - Job duties continued 3</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  Additional Job Duties:</p> <ol style="list-style-type: none"> <li>1. Operate or maintain equipment used in agricultural production and field preparation such, as tractors, irrigation equipment, 4-wheelers, trucks, and other commonly used equipment in agriculture.</li> <li>2. Operate tractors to mow, weed spray and move bin/tote trailers in the orchard and fields.</li> <li>3. Load and mix chemicals in addition to operating tractors pulling air blast sprayers. Workers will be trained in the safe use of chemicals.</li> <li>4. Install, monitor, maintain and repair the irrigation system for a specified area of the orchard.</li> <li>5. Spray fertilizer or pesticide solutions to control insects, fungus and weed growth, and diseases, using hand sprayers. Workers will either have a valid pesticide license or be supervised by someone with a valid pesticide license.</li> <li>6. Workers who possess a valid driver's license and meet all applicable legal requirements, including holding a doctor's certificate as required by 29 CFR § 500.105, may be asked to drive vehicles for transporting workers, goods, or commodities on company business. This task is voluntary, compensable, and not a mandatory job duty. Workers without a valid driver's license or doctor's certificate will still be fully eligible for employment and are not disqualified from any other job responsibilities outlined in this application. The employer can and will make alternative arrangements for the transportation of workers should the need arise.</li> <li>7. Help Prepare daily and weekly reports of wages and progress by tracking hours worked, break times and pieces picked. Calculate minimum wages when working by piece rates.</li> <li>8. Audit other crews' times and progress that work in same location.</li> </ol>			

*p. Job Offer Information 16*

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - 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.</p> <p>Must wear assigned personal protective equipment when required. Must report for work daily wearing appropriate work clothing and boots or other durable footwear. 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.</p> <p>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 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>			

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

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers' Compensation Insurance
3. Details of Material Term or Condition (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: SAIF Corporation Name of policyholder: AgriLabor, Inc Name of person to be notified of claim: Camelia Torres Telephone number for point-of-contact: +1(541)720-6746 Deadline for filing a claim: Injuries: Report within the timeframe specified by state law</p>			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Oregon specific language
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Beginning January 1, 2025, employer will pay overtime to agricultural workers for hours worked beyond 48 hours in a workweek.</p> <p>The employer attests that workers and handlers will receive annual pesticide safety training in accordance with the Worker Protections Standard (WPS) mandated by the Oregon Department of Agriculture.</p>			

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

s. Job Offer Information 19

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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.</p> <p>Outbound transportation provided from the work site to the foreign worker's home city. 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>			

t. Job Offer Information 20

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The 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>Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance. Workers will be picked up at the employer-provided housing address(es) on workdays approximately 15 minutes before the day's scheduled start time. Workers will be picked up from the worksite(s) at the end of the workday and returned to the designated employer-provided housing location.</p> <p>Daily transportation to and between worksites provided at no cost to workers living in employer- provided housing. Use of employer-provided transportation is voluntary. Local workers and workers who decline employer-provided housing are responsible for their own daily transportation.</p>			

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