



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? *		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. *			
<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 *				
Prescott Orchard - 1111 Fishhook Park Road				
2. City *	3. State *	4. Postal Code *	5. County *	
Prescott	Washington	99348	Benton 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 *				
161 Opal Avenue				
2. City *	3. State *	4. Postal Code *	5. County *	
Prescott	Washington	99348	Walla Walla 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			84	672
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
See Addendum C				
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A



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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, cooking and eating facilities. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the employer-provided housing facilities. The employer will provide transportation at no cost to workers occupying employer-provided housing to and from stores in the housing location where workers may purchase food and other necessities once a week. In the event kitchen facilities become unavailable due to unanticipated circumstances, the employer will provide three (3) meals per day at a reasonable cost (not to exceed \$16.28 for three meals per day).

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 <b>\$ 16 . 28</b> 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.)  
 The employer will provide workers with inbound and outbound transportation as set forth in Section I. paragraph 7(A) and (B). The employer will pay for charter bus services or other modes of transportation to the group of workers or permit workers to select any means of transportation they choose, including common carrier transportation.

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

**G. Referral and Hiring Instructions**



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1. Explain <u>how</u> 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.) <b>See Addendum C</b>		
2. Telephone Number to Apply * <b>+1 (509) 749-2217</b>	3. Extension § <b>N/A</b>	4. Email Address to Apply * <b>oliviav@firstfruits.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 * Vargas	2. First (given) name * Olivia	3. Middle initial §
4. Title * Visa Programs Manager		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/24/2026
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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
	Apple Harvest All Other Varieties	\$ 17 . 13	Hour	
	Apple Harvest Cosmic Crisp	\$ 17 . 13	Hour	
	Apple Harvest Fuji	\$ 17 . 13	Hour	
	Apple Harvest Gala	\$ 17 . 13	Hour	
	Apple Harvest Golden Delicious	\$ 17 . 13	Hour	
	Apple Harvest Granny Smith	\$ 17 . 13	Hour	
	Apple Harvest Honeycrisp	\$ 17 . 13	Hour	
	Apple Harvest Kiku	\$ 17 . 13	Hour	
	Apple Harvest Opal	\$ 17 . 13	Hour	
	Apple Harvest Pink Lady	\$ 17 . 13	Hour	

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Apple Harvest Red Delicious	\$ 17 . 13	Hour	
	Apple Harvest Smoothie Gold	\$ 17 . 13	Hour	
	Apple Harvest Sweetie	\$ 17 . 13	Hour	
	Apple Thinning All Other Varieties	\$ 17 . 13	Hour	
	Apple Thinning Fuji	\$ 17 . 13	Hour	
	Apple Thinning Gala	\$ 17 . 13	Hour	
	Apple Thinning Red Delicious	\$ 17 . 13	Hour	
	Cherry Harvest Bing	\$ 00 . 24	Piece Rate	\$0.24 per pound. \$4.56 per 19-lb lug. Estimated hourly wage rate equivalent for this piece rate is \$19.61 based on workers filling 4.3 19- lb. lugs/hour on average. Guaranteed \$17.13 hour.
	Cherry Harvest Chelan	\$ 00 . 27	Piece Rate	\$0.27 per pound. \$5.13 per 19-lb. lug. Estimated hourly wage rate equivalent for this piece rate is \$22.06 based on workers filling 4.3 19- lb. lugs/hour on average. Guaranteed \$17.13 hour.
	Cherry Harvest Rainier	\$ 17 . 13	Hour	

**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
	Cherry Harvest Skeena	\$ 17 . 13	Hour	
	Cherry Harvest Sweetheart	\$ 17 . 13	Hour	
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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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 §
FirstFruits Farms, LLC	29982 West Hwy 12 Walla Walla, Washington 99363 WALLA WALLA COUNTY	Wallula Orchard	5/25/2026	11/18/2026	732
FirstFruits Farms, LLC	Mile Post 2 Hwy 124 Walla Walla, Washington 99323 WALLA WALLA COUNTY	Burbank Orchard	5/25/2026	11/18/2026	732
FirstFruits Farms, LLC	50103 North District Line Road Prosser, Washington 99350 BENTON COUNTY	Benton City Orchard	5/25/2026	11/18/2026	732

**D. Additional Housing Information**



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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	2110/2112 S Ranier St Kennewick, Washington 99337 BENTON COUNTY		5	60	<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 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 _____
<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 _____
<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 _____
<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.**



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

*a. Job Offer Information 1*

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>  <small>Crops/Commodities: apples and cherries</small></p> <p>Orchard laborers needed for thinning, harvesting, and other specialized orchard tasks at employer-owned apple and cherry orchard sites. Tasks may be performed on ground level, using 10–12-foot ladders, or from a motorized platform. Workers will be primarily responsible for proper and efficient thinning and harvesting of apples and/or cherries. Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers expected to perform basic duties in a proficient manner without close supervision.</p> <p>Thinning involves manually removing fruit or buds to control the size, quality and/or quantity of mature fruit. Thinning standards may change from time to time based on block, variety, crop yield, or other company, market, or horticultural needs. Workers must possess or quickly acquire the ability to identify and remove fruit that is misshapen, damaged, and/or contains other quality problems, as directed by the Company.</p> <p>Harvesting involves the manual hand harvesting of apples or cherries. Worker will attach harness, bucket, or bag and pick low hanging fruit from ground level, using ladders, or from a motorized platform. Worker will pick according to current company provided criteria, including, but not limited to, grade, color, and/or size. Worker must handle and harvest the fruit in a manner that does not bruise or damage the fruit or harm adjacent buds or fruit on the tree branches. Workers will have their fruit checked for damage and bruising. Any bruise the size of a pencil end or bigger will be counted. If the sampled bin of fruit contains 5-9 bruises a warning ticket is issued; a second warning ticket will result in a two (2) day suspension; a third warning ticket will result in termination. Warning ticket counts will reset at the end of the harvest season. Workers may also be required to examine harvested fruit in bins and sort out any fruit not meeting the specified criteria, or any foreign objects, including branches, leaves, etc. Workers must possess or quickly acquire the ability to properly harvest apples and cherries in accordance with current company harvest standards.</p> <p>For apple harvest, worker will carry harness, bucket, or bag of up to 60 pounds and carefully place fruit in wooden or plastic bins measuring 47" x 47" x 24", which holds approximately 25 bushels of apples.</p> <p>Other tasks that may be performed include planting of new trees; weeding or hoeing; tree trunk painting; loading or unloading empty apple bins by hand; distributing empty apple bins throughout the orchards; and picking up garbage within the orchard. Employees receive a 10-minute rest break in every four hours worked. Rest breaks will be paid at the regular rate of pay, determined by dividing the total piece rate earnings for the pay period by the total hours worked in that period, exclusive of break time, or the minimum hourly rate required by law, whichever is greater.</p> <p>Workers with a clean driving record (no major moving violations such as but not limited to Driving While Intoxicated or Reckless Driving) and able to obtain an insurable driver's license may drive company vehicles. Workers with appropriate licenses and a valid doctor's certificate may transport other workers.</p> <p>For apple harvest, worker will carry harness, bucket, or bag of up to 60 pounds and carefully place fruit in wooden or plastic bins measuring 47" x 47" x 24" which holds approximately 25 bushels of apples.</p>			

*b. Job Offer Information 2*

1. Section/Item Number *	<b>A.11</b>	2. Name of Section or Category of Material Term or Condition *	<b>Deductions from Pay</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable). Re-issued check policy: After the first loss, mutilation or expiration of a worker's check, the company will charge a \$25.00 processing fee for every reissued check, for any reason other than the company's negligence. The employer will not deduct from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of housing, furnishings, tools or equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; state sponsored retirement savings plan deductions, if applicable; and deductions expressly authorized by the worker in writing (if any).</p>			

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

*c. Job Offer Information 3*

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * We require two months of recent and verifiable experience within the past two years of prior experience working in an orchard, handling manual tasks associated with commodity production and harvesting of tree fruits. This position requires a minimum of two months for the employee to get a full understanding of the job and responsibilities. Workers must be able to perform all work activities with accuracy and efficiency. Primary tasks will be thinning and harvesting of apples. Saturday work required. Must be able to lift/carry 60 lbs. Must be able to use/handle ladders 10-12 ft. in length and weighing 25 - 30 lbs.			

*d. Job Offer Information 4*

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Housing is only available to non-local workers (permanent residence outside normal commuting distance) and is not offered to nonworking 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.			

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

*e. Job Offer Information 5*

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><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>          Applicants may apply at and be referred by any local office of a State Workforce Agency (SWA). The SWA is responsible for informing applicants of all terms and conditions of employment and notifying the employer in advance of any referrals. If appropriate, the SWA should furnish translator services. Applicants should thoroughly familiarize themselves with the job specifications and terms and conditions of employment in the Clearance Order before contacting the employer or seeking a referral. Only workers who meet all the qualifications for employment, who are work authorized, and who are willing and able to perform the work, with or without reasonable accommodation, and who will be available at the time and place needed for the duration of the contract, should contact or be referred to the employer. Applicants, workforce agency personnel, walk-ins, gate hires, etc. may call for an interview during regular business hours at the number listed on the ETA 790, report to the worksite listed on the ETA 790 or call 509 749 2217 or email oliviav@firstfruits.com for an application, Monday through Friday 9:00 am - 5:00 pm. ("regular business hours"), except on federal holidays.</p> <p>If a Job Service Office refers 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. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Original documents (no copies) of identity and employment authorization sufficient to complete an I-9 Form as required by the Immigration Reform and Control Act must be in possession of the worker at the time the worker reports for work and will be examined by the employer as a condition for completing the hiring process. Referring local offices should fully apprise workers of this requirement. The employer will review each applicant's completed application individually immediately after the interview.</p> <p>The employer will accept referrals from any source and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the end of the recruitment period as specified in the job order. Applicants and referrals will not be considered until a completed and signed application is provided to the employer indicating that the worker has received a written copy of the Migrant and Seasonal Agricultural Worker employment disclosures (or contract containing such disclosures) required by law.</p>			

*f. Job Offer Information 6*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>  <b>For daily transportation, the employer will provide:</b>  <b>38 15-passenger vans</b>  <b>3 44-passenger buses</b>  <b>2 20-passenger small buses</b></p>			

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

*g. Job Offer Information 7*

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</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>          Other tasks that may be performed include planting of new trees; weeding or hoeing; tree trunk painting; loading or unloading empty apple bins by hand; distributing empty apple bins throughout the orchards; and picking up garbage within the orchard.</p> <p>Other tasks may include proper sanitation of hand tools, ladders, bathrooms, vehicles, other orchard equipment and living quarters.</p> <p>Workers will be required to follow company/federal/state/local COVID-19 or other sanitation standards.</p> <p>Outdoor work is required when plants are wet, or during light rain, snow, moderate winds, direct sun, high humidity, and extreme temperatures. Temperatures in fields during working hours may vary. Workers may be required to work during occasional showers not severe enough to stop field operations. Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Work is done outdoors for long periods of time and requires prolonged periods of standing and/or walking, repetitive movements, and frequent bending and/or stooping.</p> <p>Workers must be able to handle, lift, and carry heavy or bulky objects (product, containers) in accordance with the specified lifting requirements. Workers must be able to safely lift and carry up to 60 pounds up and down 10-12-foot aluminum ladders for long periods of time.</p> <p>All workers must adhere to FirstFruits Farms policies, including safety, drug free workplace, harassment, driving, food safety policies, and housing policies. FirstFruits Farms is a drug free workplace that performs employer-paid post-accident, reasonable suspicion, and random drug testing.</p> <p>Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break of 30 minutes every 5 hours. Worker must report to work at 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 time.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - Staggered Dates of Arrival</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>  <b>Anticipated staggered arrival schedule:</b></p> <p><b>Group 1: 5/25/26 with 504 workers</b>  <b>Group 2: 8/24/26 with 228 workers</b></p> <p>Staggered dates are anticipated and subject to change depending on consular processing availability.</p> <p>Workers must follow housing and transportation rules for the safety and comfort of the workers.</p>			

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

*i. Job Offer Information 9*

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.</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>			

*j. Job Offer Information 10*

1. Section/Item Number *	<b>A.11</b>	2. Name of Section or Category of Material Term or Condition *	<b>Pay Deductions - Additional Pay Information</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>  <b>Raises and/or Bonuses:</b> Employers may give raises and/or bonuses to any worker employed pursuant to this job order, at the company's sole discretion, based on individual factors, including work performance, skill, and tenure.</p> <p><b>WA Overtime and Benefits:</b> The employer will abide by the applicable federal or applicable state laws when paying overtime and benefits to employees performing the listed activities herein. The overtime rate will be paid at 1.5 times the guaranteed hourly rate for all hours over 40 per week.</p> <p><b>Three-Fourths Guarantee:</b> The hourly rate for purposes of the 3/4 guarantee is \$17.13/hour</p>			

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

*k. Job Offer Information 11*

1. Section/Item Number *	<b>A.11</b>	2. Name of Section or Category of Material Term or Condition *	<b>Pay Deductions - Productivity Bonus</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>1. <b>PRODUCTIVITY BONUS POLICY:</b> Before a worker begins work on any production-bonus-eligible-activity ("Bonus Activity"), the worker will be told the bonus measure amount(s) for each bin or lug picked, box of fruit packed, tree pruned, or other unit of work performed within a specific period of time (a "Productivity Bonus Rate"). The number of units a worker produces during a specific period of time is that worker's "Production". Only authorized supervisors may approve Production totals. Productivity Bonus Rates and methods for tracking Production are specific for each Bonus Activity and will vary. Productivity Bonus Rates may also vary by day, conditions and activity, except with respect to bonus rates set by law, if any.</p> <p>2. <b>PRODUCTIVITY BONUS PAY:</b> To the extent a worker's Productivity Bonus amounts for any work week total more than the worker's hourly pay for the time spent on any Bonus Activity, the worker will be paid that excess as a "Productivity Bonus", making the worker's total pay for that time equal to the hourly pay plus the excess Bonus pay (which equals the higher of hourly or Productivity amount). As a result, workers will always be paid at least his or her hourly rate for all time. Workers will be paid additional pay for rest breaks as required by law.</p> <p>3. <b>BASE HOURLY RATES:</b> Subject to earning Productivity Bonus pay (as described above), a worker's hourly base pay compensates workers in full for all of their work time. Workers are hourly employees, with opportunities to earn Productivity Bonus pay. For purposed of calculating Productivity Bonus pay, bin dimensions are 47x47x24.5 inches.</p> <p>Special Pay Information: Workers are paid hourly. Productivity Bonus pay on Production is available to workers for the activities specified to the extent the bonus amount exceeds a worker's hourly pay.</p> <p>The hourly rate specified herein represents the prevailing wage rate for Washington published by the U.S. Dept. of Labor at the time this ETA 790 was drafted.</p>			

*l. Job Offer Information 12*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Drug Testing</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p><b>Employer-paid, post-hire drug testing required. Workers testing positive will be immediately terminated and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a nonlocal or foreign worker who is terminated for failure to pass a drug test, the employer will arrange least-cost transportation to the workers place of recruitment, at the workers expense.</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**

*m. Job Offer Information 13*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Prohibited Payments</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer and its agents have not sought or received payment of any kind from any employee for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor. This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport, or visa fees. Worker will be reimbursed should the worker receive a visa and arrive at the place of work. Please report any of the following conduct immediately to your supervisor or the main office.</p> <p>The following conduct is prohibited:</p> <ol style="list-style-type: none"> <li>1.If someone promises work in exchange for money or a favor;</li> <li>2.If someone refers you to work in exchange for money or a favor;</li> <li>3.If someone tells you that you will not be hired unless you pay them money;</li> <li>4.If you are offered extra pay for anything other than your work;</li> <li>5.If you are offered cash pay; or</li> <li>6.If you are asked to do anything with a paycheck issued to someone other than yourself (such as to sign for, endorse, deposit or cash the check).</li> </ol>			

*n. Job Offer Information 14*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Arrival/Departure Records-Required Departure</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections. H-2A nonimmigrant employees must depart the United States at the completion of the work contract certified or after the termination of employment, whichever event occurs earlier, unless the H-2A worker is being sponsored by another subsequent H-2A employer. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.</p>			

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

*o. Job Offer Information 15*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Drug and Alcohol Policy</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>All worksites covered by this job order and all facilities of the employer are drug-free workplaces. No illegal drugs of any kind are permitted in the housing or workplace. Employees must not report for work, enter the worksite or perform services while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work or perform services, while under the influence of, or impaired by, prescription drugs, medications, or other substances that may in any way adversely affect a worker's alertness, coordination, reaction response, or the safety of the worker response, or the safety of the worker or other workers. The employer may require the worker to submit to a drug test at the employer's expense upon the occurrence of a reportable accident or upon reasonable suspicion. In such an event, the costs of the medical exam will be paid for by the employer.</p>			

*p. Job Offer Information 16*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Safety Rules and Regulations</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<ol style="list-style-type: none"><li>1. Observe all warning signs, safety bulletins, and posters.</li><li>2. Avoid all horseplay and never annoy another worker while on the job.</li><li>3. Use protective clothing and equipment when needed.</li><li>4. Lift objects in a safe manner.</li><li>5. Do not leave equipment lying around.</li><li>6. When cutting crops, be careful not to cut your hand.</li><li>7. Do not walk in front of or behind moving vehicles. When working around moving equipment, always stand clear of the equipment when it is in motion. Always wait until the equipment comes to a full stop.</li><li>8. Always use special care in wet weather.</li><li>9. When being transported, always take a seat, wear your seatbelt and remain seated while the vehicle is in motion.</li><li>10. Always store equipment in its proper storage place.</li><li>11. All workers are required to follow any safety instructions given by the foreman or supervisor.</li><li>12. Do not use the emergency exit doors on the bus except in case of an actual emergency.</li></ol>			

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

*q. Job Offer Information 17*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Work Rules and Disciplinary Procedures Part</b>
<p><b>3. Details of Material Term or Condition (up to 3 500 characters) *</b>                  Employees must adhere to all company policies outlined in the employee handbook, as well as any updates or new policies communicated during the season. The employer reserves the right to terminate employment, with notification to the Employment Service, for the following reasons: (a) refusal to perform assigned work without justified cause or failure to comply with written housing rules, (b) engaging in serious misconduct, (c) malingering, refusal to follow directions, or lacking the necessary qualifications to perform the job, (d) unwillingness to perform assigned tasks despite being physically capable, or failure to meet the production level of coworkers, (e) inability to meet production standards (if applicable) after the training period, (f) violation of company policies, and (g) other work-related reasons, including accumulating five unexcused absences.</p> <p>Specific Grounds for Termination:</p> <ul style="list-style-type: none"> <li>• Excessive Absenteeism or Tardiness: Workers must notify their foreman, crew leader, or supervisor in advance of any absence and provide a valid reason. Workers must also inform their foreman, crew leader, or supervisor in advance if they anticipate being late. Arriving late without notice three times is grounds for dismissal.</li> <li>• Failure to meet production standards (if applicable).</li> <li>• Unauthorized use of machinery or equipment.</li> <li>• Unsafe or careless use of machinery or equipment.</li> <li>• Repeated damage to machinery or equipment.</li> <li>• Being under the influence of alcohol or illegal drugs.</li> <li>• Gambling, horseplay, fighting, or intentionally injuring coworkers.</li> <li>• Disregard for safety rules.</li> <li>• Theft of company or employee property.</li> <li>• Possession of illegal weapons.</li> <li>• Leaving the worksite without notifying the supervisor.</li> <li>• Bringing unauthorized individuals to the work area.</li> <li>• Hosting overnight guests or engaging in prostitution in company housing.</li> <li>• Soliciting money or merchandise without management approval.</li> <li>• Intentional damage to company or employee property: Workers will be held financially responsible for deliberate damage or loss of tools or equipment.</li> <li>• Sleeping on the job.</li> <li>• Possession of pornography in company housing, transportation, or job sites.</li> <li>• Possession of illegal drugs in company housing, no smoking, alcohol, firearms in the field or residential housing, transportation, or job sites.</li> <li>• Outside employment is not permitted, as the H-2A visa does not permit working for other employers. Engaging in outside work may result in disciplinary action, up to and including termination.</li> <li>• Providing false information on employment applications.</li> <li>• As part of the employer's Work Rules and Disciplinary Procedures, any falsification or material misrepresentation of information on employment applications or related documents is strictly prohibited. Any such conduct will result in immediate termination.</li> <li>• Violation of zero-tolerance policies; Includes harassment, violence, aggression, and being under the influence of alcohol or drugs.</li> <li>• Violation of posted housing rules.</li> <li>• Failure to follow food safety policies and protocols.</li> <li>• Providing false information on employment applications.</li> </ul>			

*r. Job Offer Information 18*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Housing Occupancy Rules</b>
<p><b>3. Details of Material Term or Condition (up to 3 500 characters) *</b>                  Seasonal housing is offered to U.S. workers who live outside a normal commuting distance, as well as foreign workers. You must be employed by the company for you to live in provided housing. Non-employees are not permitted to live in this housing. If at any time either you or the Company terminates your employment, you will lose your right to housing and you must vacate the housing within three (3) days of your termination. This seasonal housing is being offered to you by your employer as an additional benefit of your employment with the company.</p> <p>You are required to abide by the following rules:</p> <ol style="list-style-type: none"> <li>1. Persons not employed by the company are not allowed to stay at the housing unit.</li> <li>2. Keep your housing unit clean and free of garbage both inside and out. Place all garbage and household trash in the trash cans and trash dumpsters.</li> <li>3. Do not allow visitors or their children to enter or play in the fields, barns, or on or around equipment.</li> <li>4. Be considerate of your neighbors:                         <ol style="list-style-type: none"> <li>a. No loud or late-night parties or live music;</li> <li>b. All music or sounds from personal devices must be kept at a low volume or use earbuds to avoid disturbing others.</li> <li>c. Do not drive vehicles faster than 5 mph;</li> <li>d. Do not discard used vehicle fluids on the ground;</li> <li>e. No fighting and no weapons.</li> </ol> </li> <li>5. Immediately notify your Housing Manager of any required repairs needed to your housing unit.</li> <li>6. Know where your fire extinguisher is located. Always Keep it accessible:                         <ol style="list-style-type: none"> <li>a. Do not discharge it unnecessarily;</li> <li>b. Notify your manager anytime that it is used;</li> <li>c. Extinguishers must be always kept in the housing unit.</li> </ol> </li> <li>7. Notify your Housing Manager immediately if the smoke detector is not working. Never remove batteries for any other use.</li> <li>8. No alterations to your housing unit are allowed without the approval of the Housing Manager.</li> <li>9. No consumption of alcohol, cannabis or illegal substances is allowed on your housing property.                         <ol style="list-style-type: none"> <li>a. Possession of alcohol, cannabis and any illegal substances in the housing property, even if not consumed.</li> <li>b. No drunkenness or intoxication is permitted in company housing, regardless of whether alcohol or other substances were consumed offsite. Violation of the drug and alcohol policy may be grounds for termination.</li> </ol> </li> <li>10. Keep the housing unit clean and sanitary including the kitchen, toilets, and showers.</li> <li>11. No possession of pornography in company housing, transportation, or job site allowed.</li> <li>12. No engaging in, or solicitation of, prostitution.</li> </ol> <p>Your housing unit may be inspected at least one time per week by a company inspector to help ensure that it is kept in good, sanitary condition. You are responsible for willful damage caused by gross negligence to your housing unit during the time that you live there. You are not responsible for normal wear and tear. Repeated violations of the housing rules may result in the termination of your housing supplied by the company as well as the termination of your position.</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**

s. Job Offer Information 19

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Housing Attestation</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The employer attests to the following:			
1. The accommodations are compliant with the applicable housing health and safety standards set forth by the aforementioned regulations; 2. The accommodations are sufficient to accommodate the number of workers requested, and are sufficient to accommodate the number of workers requested; 3. The number of beds, rooms, and total occupancy that the employer will secure for the workers is as follows: Total beds: 732 Total Units: 89 Total Occupancy: 732 4. Applicable state standards for agricultural workers housed at public accommodations, and all facilities housing five or more workers are considered labor camps, and will be inspected.			

t. Job Offer Information 20

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	<b>Inbound/Outbound Transportation - Inbound/Outbound Transportation continued</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * If workers secure their own transportation, reimbursement will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.			
For outbound transportation, the employer will provide transportation from the place of employment to the place from which the worker departed. For purposes of inbound and outbound transportation and subsistence reimbursement, for H-2A workers the place from which the worker came to work for the Employer is the designated place of recruitment. For U.S. workers who reside outside a reasonable commuting distance, the place of recruitment is where the applicant applied for and interviewed for the H-2A job opportunity.			
For workers recruited from outside normal commuting distance, the employer will reimburse the cost of inbound transportation and subsistence, including visa expenses, at or before the 50% point of the contract period, as required by law. If required by applicable law, the employer will reimburse these costs before the end of the first workweek.			

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

*u. Job Offer Information 21*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - Daily Transportation continued</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Free optional transportation will be provided to and from employer-provided housing to the work sites. Workers will be picked up from the housing location approximately 15 minutes before the scheduled start time and returned at the end of the workday. Shifts may vary depending on workload and scheduling needs, and workers will be notified of their schedules at least one day in advance. Such travel time is not compensated. At the employer's discretion, free transportation may also be provided to commuting workers who do not live in company-provided housing, from one or more pre-designated pickup points to and from the work site. Workers living in company provided housing as well as commuting workers have the option to drive their own vehicles to the worksite.</p>			

*v. Job Offer Information 22*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Housing Terms</b>
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<ul style="list-style-type: none"><li>•Employer guarantees workers are provided with housing, without charge to the workers, only to workers who are not reasonably able to return to their usual place of residence each day. Housing is offered to workers only. No housing will be provided to nonworkers.</li><li>•Kitchen and eating facilities will be shared with other workers occupying the employer-provided housing facilities.</li><li>•Bedding will be provided at no cost to workers occupying such housing and will be provided only to workers who are not reasonably able to return to their usual place of residence each day.</li><li>•Workers provided with housing will be assigned to a specific housing unit by the employer and must occupy the specific housing unit assigned to them. Female workers will be provided with sleeping facilities shared with other female workers and toilet facilities in accordance with regulations.</li><li>•Food preparation, eating, and other common areas may be shared by both genders. No tenancy in employer-provided housing is created in this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided with housing under the terms of this Clearance Order shall vacate the housing promptly (not longer than 3 days) upon termination of employment. Employer provided housing will be clean and compliant with applicable housing standards when made for occupancy. Workers occupying employer provided housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and for compliance with the employer's "Housing Occupancy Rules", attached. Failure to comply with these rules will result in disciplinary action as described in the attached "Work Rules and Disciplinary Procedures".</li><li>•Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings.</li></ul>			

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