



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

A. Job Offer Information

1. Job Title * Farm Labor							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		1016	135	3. First Date * 5/31/2026	4. Last Date * 8/1/2026		
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 *
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday
							a. 6 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 2 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.)							
See Addendum C							
8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$			
\$ 17 .13	<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$ 00 .00		See Addendum A			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input 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.)							
See Addendum C							

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> See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
1800 Auburn Road			
2. City *	3. State *	4. Postal Code *	5. County *
Pasco	Washington	99301	Franklin County
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *			
Chiawana Orchards, LLC - Employer owns and/or controls all worksites			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
1310 Sunset Way			
2. City *	3. State *	4. Postal Code *	5. County *
Cowiche	Washington	98923	Yakima County
6. Type of Housing <i>(check only one)</i> *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		2	24
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. <i>(If no additional information, enter "NONE" below)</i> *			
Cowiche - Employer owns all housing locations. All beds will be used.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A



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

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. Workers residing in employer-provided housing will be provided free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *

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

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 Employer will provide free daily transportation. Vehicle type, quantity, and seating capacity are TBD and may vary, but may include any combination of the following:
 The company operates up to 75 vans that consist of 12-15 passenger seats and/or 3 buses that consist of 35-48 passenger seats. Depending on the weather or production needs, workers will leave before dawn and depart after 7 hours of work Monday through Saturday.

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



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

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

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

Employer accepts referrals/applicants from all sources. Interview required - conducted at no cost to applicant, via phone or in-person. Employer will conduct interview as expeditiously as possible.

Candidates are encouraged to contact one of the following hiring centers by telephone and/or in-person to schedule an appointment to complete basic employment application:
 Mattawa Hiring Center - 11429 Road 27 SW, Mattawa, WA 99319 (509) 424-1939
 Royal City Hiring Center - 3255 Frenchman Hills Road, Royal City, WA 99357 (509)424-0728
 Ringold Hiring Center - 1741 Auburn Road, Pasco WA 99301 (509) 266-4124; or
 Yakima Hiring Center - 3107 River Road, Yakima WA 98902 (509) 965-3641

The Employer will review applications and if the candidate appears qualified will communicate a hiring decision.

Contact employer Monday through Friday during the hours of 9:00 AM - 5:00 PM PDT at 509-965-3641. Employer will hire those who meet the following conditions: be able, willing, and available to perform the specified job duties for the duration of the contract period; have been apprised of all material terms and conditions of employment; agree to abide by all material terms and conditions of employment; be legally authorized to work in the United States; and satisfy all minimum job requirements.

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

Candidates are encouraged to check back with their employer one (1) week prior to the day of need to confirm their have not been any changes to the job opportunity.

Employer is an equal opportunity employer and agrees to comply with the assurance in the regulation 20 CFR 655.135. All qualified eligible U.S. workers are encouraged to apply for these jobs during the positive recruitment period which is only through 50% of the contract period

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

2. Telephone Number to Apply * +1 (509) 965-3641	3. Extension § N/A	4. Email Address to Apply * h2a@columbiareach.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

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

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

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

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



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

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

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

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

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

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

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

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

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

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

C. *Daily Transportation*

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

D. *Compliance with Transportation Standards*

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
 - B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
 - C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
 - D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
 - E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
 - F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

1. Last (family) name * Jarvis	2. First (given) name * Quatandra	3. Middle initial §
4. Title * Human Resources Manager		

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



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



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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Apples - Honeycrisp, Harvesting	\$ 31 . 76	Piece Rate	\$31.76 per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate is \$22.23 per hour, based on workers completing 0.7 Bins per hour on average. Guaranteed \$17.13 per hour.
	Apples - Pink Ladies, Harvesting	\$ 30 . 00	Piece Rate	\$30 per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate is \$21 per hour, based on workers completing 0.7 Bins per hour on average. Guaranteed \$17.13 per hour.
	Apples - Harvesting	\$ 28 . 26	Piece Rate	\$28.26 per 47x47x24.5 bin. Estimated hourly wage rate equivalent for this piece rate is \$20.06 per hour, based on workers completing 0.71 Bins per hour on average. Guaranteed \$17.13 per hour.
	Additional Wage Information	\$ 17 . 13	Hour	Domestic and H-2A workers will be paid at the rate of \$17.13/hour.
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		
		\$.		

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

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Chiawana Orchards, LLC	1741 Auburn Road Pasco, Washington 99301 FRANKLIN COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	611 North Cherry Drive Pasco, Washington 99301 FRANKLIN COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	11429 Road 27 Southwest Mattawa, Washington 99349 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	26012 Road K Southwest Mattawa, Washington 99349 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	3829 Road 13.5 Southeast Royal City, Washington 99357 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	16496 Road 7.7 SW Royal City, Washington 99357 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	9545 Road o SW Royal City, Washington 99357 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	3255 Frenchman Hills Road West Royal City, Washington 99357 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	9497 Road D Southwest Royal City, Washington 99357 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	Frenchman Hills Road & B Rd SW Royal City, Washington 99357 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135

D. Additional Housing Information

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Chiawana Orchards, LLC	Frenchman Hills Road & Q Road SW Royal City, Washington 99357 GRANT COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	801 Payne Road Ellensburg, Washington 98926 KITITITAS COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	730 Vanderbilt Road Ellensburg, Washington 98926 KITITITAS COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	1310 Sunset Way Coviche, Washington 98923 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	1170 North Coviche Road Tieton, Washington 98947 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	660 Vaughn Road Yakima, Washington 98908 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	238 Painted Rocks Drive Yakima, Washington 98908 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	420 Murray Road Yakima, Washington 98908 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	841 Treneer Road Yakima, Washington 98908 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	1688 Weikel Road Yakima, Washington 98908 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135

D. Additional Housing Information

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



C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Chiawana Orchards, LLC	411 Ehler Road Yakima, Washington 98908 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	450 Watson Road Yakima, Washington 98908 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	510 Painted Rocks Drive Yakima, Washington 98908 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	502 Koelzer Road Othello, Washington 99344 ADAMS COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135
Chiawana Orchards, L.L.C.	1800 Auburn Road Pasco, Washington 99301 FRANKLIN COUNTY	Chiawana Orchards, LLC - Employer owns and/or controls all worksites	5/31/2026	8/1/2026	135
Chiawana Orchards, LLC	Wilcox Road & Naches Heights Tieton, Washington 98947 YAKIMA COUNTY	Chiawana Orchards, LLC	5/31/2026	8/1/2026	135

D. Additional Housing Information



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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	500 Koelzer Road Mesa, Washington 99343 ADAMS COUNTY	Othello	8	92	<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 _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	16496 Rd 7.7 SW Royal City, Washington 99357 GRANT COUNTY		7	92	<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 _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	9545 Road O Southwest Royal City, Washington 99357 GRANT COUNTY	O Road	4	96	<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 _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	11429 Road 27 Southwest Mattawa, Washington 99349 GRANT COUNTY	Mattawa	7	92	<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 _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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



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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>PICKING: Picking is the manual process of removing fruit (apples) from the tree. Picking must be completed in a manner consistent with company instruction. Instruction may vary dependent on several factors including but not limited to timing of the picking, overall size of the fruit and/or color of the fruit. Fruit must be picked in a manner that does not cause damage to the fruit or the tree. Damage to the fruit includes but is not limited to bruising and/or stem punctures. Fruit must be picked in accordance with instructions taking into consideration overall coloring, sugar content and size of the fruit.</p> <p>THINNING: Thinning is a manual process used to control the size and quality of the fruit. Some examples of thinning tasks are, but not limited to: Removing the smallest fruit blossom, fruit bud and/or identifiable fruit from within a cluster of other fruits. Identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors. The Worker must be able to use scissor-like clippers.</p> <p>TREE TRAINING: Tree Training is a process in which the fruit tree is manipulated to increase yield and/or quality. Some examples of tree training tasks are but not limited to: Tying, taping or clipping apple or cherry tree limbs to a fixed wire. Tying up or down apple or cherry tree limbs. Training and positioning the limbs of apples and cherry trees. Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging or leaf removal. Propping and supporting apple trees.</p> <p>PRUNING: The worker will prune apple and cherry trees according to established Company procedures based on the difference in the treatment of different varieties.</p> <p>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 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, and/or mechanized equipment in pruning activities. 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, and hand saws.</p> <p>AG EQUIPMENT OPERATOR- The worker may be required to operate different farm equipment and implements that can be attached such as forklifts, bin trailers, platforms, spreaders, choppers, brush movers, weed sprayers, hedgers, mechanical thinners and root pruners.</p> <p>IRRIGATOR- Operate irrigation pumps and valves, repair irrigation systems, clean and flush irrigation lines and pump stations, change and/or repair sprinkler heads, prune trees to remove overhead blockage, prune root suckers and low branches blocking sprinkler spray pattern, rodent baiting and trapping, maintain drainage systems, utilize irrigation control systems, apply irrigation water according to a schedule and record information, fertigation, frost control to include starting wind machines along with frost water.</p> <p>CHECKER- The Worker will perform daily tasks under the direction of a ranch manager or orchard operations manager. The Worker will check the bins each Worker picks for quality (no debris, underdeveloped fruit, bruising, etc.) . The checker will report this information to orchard supervision and the checker will not discipline employees.</p> <p>LIGHT DUTY & RESTRICTIONS- Any doctor certified or restricted duties will be adhered to allowing the worker to continue to work; allowing the worker to continue to earn an income if possible. Examples include but are not limited to garbage pickup, cleanup, machine washing and other physician approved light duty positions that fall within duties allowed by listed SOC Codes.</p> <p>TRAINING: There will be a demonstration period to familiarize workers with the job specifications and to demonstrate proper methods and other crop specific issues.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Worker must authorize in writing all voluntary deductions, such as cash advances/loans, health insurance payments, cell phones or other services to benefit the worker, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the employer. Employer will make all deductions required by state/federal law, if applicable, such as: Washington State long-term care tax (WA Cares Fund), FICA, federal, state and/or local income tax withholding. The employer will withhold from the employee's wages the maximum allowable under WA State RCW 50A.04, Paid Family and Medical Leave Program.</p> <p>MEDICAL AND DENTAL BENEFITS- The company offers medical, dental and vision benefits to eligible employees. The company will have one medical option that meets Minimum Essential Coverage and is deemed affordable by the Affordable Care Act. Upon hire employees will be given current information regarding the company's benefit plans.</p>			

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

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



H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Two (2) months experience farming apples including the ability to properly prune, thin and pick said apples. All workers are required to follow instructions and work at a reasonable speed without damaging the fruit.</p> <p>Workers are not permitted to be under the influence of intoxicants of any kind during working hours. Employer reserves the right to conduct employer-paid, post-hire, upon-suspicion and/ or post-accident drug testing. Any employee who declines to take or fails a drug test will be immediately terminated.</p>			

d. Job Offer Information 4

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>ACCIDENTS: Any employee who causes or is involved in an on-the-job accident, however insignificant he or she believes it to be, which causes injury, however minor, to that employee or another employee or that causes damage of any kind, no matter how small, to Company property including, but not limited to, forklifts, structures, vehicles or any other property must report that accident to the orchard manager or if he is unavailable, to your immediate supervisor. Said accident must be reported immediately. You must stop whatever you are doing to report it, immediately. You will be disciplined if you fail to report the accident immediately.</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.</p> <ol style="list-style-type: none"> 1. 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 work boots with a 1-inch heel, tread and durable due to safety precautions. 2. 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. 3. Workers will be required to attend an orientation on workplace rules, policies and safety information. 4. All work sites covered by this clearance order and all facilities of the employer are drug free workplaces. Workers must not report for work, enter employers' property, or perform services while under the influence of or having used alcohol, marijuana or illegal control substances. Workers must not report for work or perform service while under the influence of or impaired by prescription drugs, medications, marijuana, alcohol or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. 5. Individuals who are not employed by the Employer will not be permitted in or adjacent to the worksite. In particular no underage children may be present at or adjacent to the work site or left in vehicles during the workday. Workers arriving at work with underage children or non-workers will be sent home. <p>DISCIPLINE AND/OR TERMINATION- Employer retains the right to discipline and/or terminate workers for lawful job-related reasons, including but not limited to workers who: a) refuses without justified cause to perform as directed the work for which the worker was recruited and hired, or is otherwise obviously unqualified to perform the job; b) if the employee commits serious act(s) of misconduct or serious or repeated violation(s) of Company policies and procedures; Company will follow established progressive discipline process c) if employee abandons his employment; d) if employee falsifies identification, personnel, medical, production or other work related records; e) if employee fails or refuses to take a drug test when requested during employment; f) if employee commits acts of insubordination (defined as failure to regard or obey authority); g) employee is regularly absent or tardy; h) is physically able but does not demonstrate the willingness to perform the work necessary.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	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>DISCIPLINE AND RETALIATION: Discipline considering all factors may be imposed for any violation of the Company policies and rules set forth in this agreement. Depending on the circumstances of any violation, the discipline may involve verbal instruction, written warnings, suspension without pay or termination. No employee will be subject to reprisal or retribution for good faith efforts to comply with this agreement or as a result of reporting any person who an employee witnesses violating the terms of this agreement.</p> <p>If the Worker is consistently unable to perform his or her duties in a timely and proficient manner consistent with applicable industry standards, considering all factors, he or she will be provided training in accordance with Employer's progressive discipline standards, including verbal instruction, written warnings, time off or other coaching or instruction to teach the Worker to work more efficiently. If performance does not improve after coaching and warnings, the worker may be terminated. These standards are not limited to any specific productivity measure and apply equally if the Worker is working on an hourly and/or piece rate basis.</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>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 foot wear. Casual clothing not permitted. Workers wearing inappropriate clothing will not be permitted to start work.</p> <p>Workers will have an unpaid lunch break when working more than 5 hours. Must report to work at the designated time and place each day. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start/end times. Employer may request, but not require, that workers work more than the stated daily hours, on the worker's Sabbath, or on federal holidays.</p> <p>Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company worksites or vehicles is prohibited and will be cause for immediate termination.</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>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</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>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> <p>Workers must notify the Employer prior to voluntarily terminating his or her 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 disqualify the Worker from future employment opportunities with the Employer. If the Worker resigns his or her employment voluntarily, the Employer will consider and evaluate special circumstances and hardship on a case-by-case basis.</p>			

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

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



H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Washington Attestations
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Overtime pay for agricultural workers is applicable at 1.5 times the regular rate of pay for all hours worked over 40 during any workweek. Workers will receive a paid 15-minute rest break for every four hours worked, paid at the regular hourly rate of pay. If workers are paid by piece rate, wages are calculated by totaling the weekly amount of pay and divided by the hours worked. The employer will withhold from the employee's wages the maximum allowable under WA State RCW 50A.04, Paid Family and Medical Leave Program.</p>			

h. Job Offer Information 8

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 (<i>up to 3,500 characters</i>) *			
<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: Department of Labor & Industries Name of policyholder: CHIAWANA ORCHARDS LLC Name of person to be notified of claim: Telephone number for point-of-contact: Deadline for filing a claim: Injuries: one year of the injury date. Occupational disease: two years of receiving written notice from a health-care provider that the condition exists and may be work-related.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer may deduct reasonable repair or replacement costs if worker is found to have been responsible for damage to or loss of equipment, tools, vehicles, housing or furnishings - beyond normal wear and tear - caused by the worker through willful, dishonest, or grossly negligent actions. To secure a replacement at no cost for an employer-supplied item, the Worker must present the worn-out item to be replaced.</p> <p>Employer will pay each worker by check, pay card, or direct deposit (employer pays any associated fees). Work performed under the contract is exempt from federal overtime pay requirements under the FLSA, but may be subject to state overtime requirements, if applicable. In Washington state, overtime pay for agricultural workers is applicable at 1.5 times the regular rate of pay for all hours worked over 40 during any workweek.</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>Workers who work a minimum of 1,500 hours of work during the vacation calculation period will earn vacation in accordance with current company vacation policy. This policy is available to employees in their Farm Labor Contract Disclosure Statement or by asking Human Resources.</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>			

j. Job Offer Information 10

1. Section/Item Number *	F.1	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>Workers will be picked up from the worksite(s) at the end of the work day and returned to the designated employer-provided housing location. All other transportation requests will be as needed and likely unscheduled, i.e., weekly grocery shopping, check cashing and doctor appointments, etc.</p> <p>The above-referenced vehicles will be used to make multiple trips to transport the total number of requested workers to the worksites as outlined in Clearance Order. Vehicles utilized to transport workers are covered under a valid insurance policy which includes property damage insurance.</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> <p>Workers will be compensated at the hourly rate stated in the agreement for time spent in transit beyond the first 50 miles to and from the worksite.</p>			

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



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

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

l. Job Offer Information 12

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

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