



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

A. Job Offer Information

1. Job Title * Farmworker/Laborers								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 5/22/2026				4. Last Date * 10/31/2026
		700	150					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday	a. 7 : 00 <input checked="" type="checkbox"/> AM
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday	b. 2 : 30 <input type="checkbox"/> AM
								<input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 17 . 13		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 20 . 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								



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	2	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>50</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 *			
Hansen Fruit Administrative Services: KRH-17526 Rd 24 SW			
2. City *	3. State *	4. Postal Code *	5. County *
Mattawa	Washington	99349	Grant County
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *			
Work will take place in various fields in and around Grant County, Benton County, Yakima County, Franklin County, Adams County, and Walla Walla County, Washington, and consist of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the work will be completed at the following locations which are owned and/or operated by Hansen Administrative Services:			
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 *			
2318 W. Hwy 24			
2. City *	3. State *	4. Postal Code *	5. County *
Othello	Washington	99344	Adams County
6. Type of Housing <i>(check only one)</i> *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public (including mobile or range)		1	32
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> *			
32 total capacity, 8 bedrooms. Each worker will have their own bed (4 Beds per room, 4 Lockers) . Full kitchens available(4 Stoves, 4 microwaves 4Freezers 4Fridges) 8 Toilets 8 Sinks 4 Washers 4 Dryers 8 Showers.. Free laundry machines available on-site. Central AC/Heat (HEHH, LLC (Radar 2) - H2A House #B)			
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

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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 will furnish free and convenient cooking and kitchen facilities, so workers may prepare their own meals. Kitchens, utilities and cooking and eating utensils will be provided at no cost to occupants of Employer-provided housing. 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. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing. Employer to provide access to purchase groceries.

In the event kitchen facilities become unavailable, workers living in employer provided housing without kitchen facilities will receive three meals per day. A deduction of \$16.78 for three meals per day (or higher when the Department of Labor publishes the new maximum meal deduction rate and/or approves a higher meal charge at the employer's request) for caterer-provided meals.

2. The employer: *

WILL NOT charge workers for meals.

WILL charge each worker for meals at **\$ 16 . 78** per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

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

The workers will be picked up at the housing locations; the time of pick-up depends on variable factors, such as weather, field location, job duties, etc.

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 following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.

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 . 78** per day *

b. no more than **\$ 68 . 00** per day with receipts

G. Referral and Hiring Instructions



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *
 (Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

2. Telephone Number to Apply * +1 (509) 457-4153	3. Extension § N/A	4. Email Address to Apply * Jesus.gonzales@hansenfruit.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:

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 * Gonzales	2. First (given) name * Jesus	3. Middle initial §
4. Title * Human Resources Manager		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 4/8/2026
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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
	Hourly Wage Offer Information	\$ 17 . 13	Hour	For work performed in Washington, the company shall pay corresponding U.S. workers and H-2A workers a wage of \$17.13 per hour.
	Cosmic Crisp Apple Harvesting - All	\$ 20 . 00	Piece Rate	Per 47x47x24 bin. Estimated hourly wage rate equivalent for this piece rate is \$20.00-\$40.00 per hour based on a worker filling (.85 Bins) per hour on average, depending on various factors including weather, tree density, type of picking procedure, fruit size, crop load. Guaranteed \$17.13 per hour.
	Fuji Apple Harvesting - All	\$ 20 . 00	Piece Rate	Per 47x47x24 bin. Estimated hourly wage rate equivalent for this piece rate is \$20.00-\$40.00 per hour based on a worker filling (.85 Bins) per hour on average, depending on various factors including weather, tree density, type of picking procedure, fruit size, crop load. Guaranteed \$17.13per hour.
	Gala Apple Harvesting - All	\$ 20 . 00	Piece R	Per 47x47x24 bin. Estimated hourly wage rate equivalent for this piece rate is \$20.00-\$40.00 per hour based on a worker filling (.85 Bins) per hour on average, depending on various factors including weather, tree density, type of picking procedure, fruit size, crop load. Guaranteed \$17.13per hour.
	Granny Smith Apple Harvesting - All	\$ 20 . 00	Piece Rate	Average Hourly Per 47x47x24 bin. Estimated hourly wage rate equivalent for this piece rate is \$20.00-\$40.00per hour based on a worker filling (.85 Bins) per hour on average, depending on various factors including weather, tree density, type of picking procedure, fruit size, crop load. Guaranteed \$17.13 per hour.
	Honeycrisp Apple Harvesting - All	\$ 20 . 00	Piece Rate	Per 47x47x24 bin. Estimated hourly wage rate equivalent for this piece rate is \$20.00-\$40.00 per hour based on a worker filling (.60 Bins) per hour on average, depending on various factors including weather, tree density, type of picking procedure, fruit size, crop load. Guaranteed \$17.13 per hour.
	Cripps Pink/Pink Lady Apple Harvesting - All	\$ 20 . 00	Piece Rate	Per 47x47x24 bin. Estimated hourly wage rate equivalent for this piece rate is \$20.00-\$40.00 per hour based on a worker filling (.60 Bins) per hour on average, depending on various factors including weather, tree density, type of picking procedure, fruit size, crop load. Guaranteed \$17.13 per hour.
	Red Cherry Harvesting - All Varieties	\$ 00 . 17	Piece Rate	Rate Per 22 lb. Lug (17"x12"x8"). Estimated hourly wage rate equivalent = 4.5 Rate Per 22 lb. Lug (17"x12"x8"). .17 cents -.30 cents Per Pound, estimated hourly wage rate equivalent = 4.5; Lugs an hour = \$19.26/hr. Guaranteed \$17.13 per hour.
	Cherries, Bing, Harvesting	\$ 00 . 24	Piece Rate	per pound. AEWG guaranteed
	Cherries, Dark Red, Harvesting	\$ 00 . 27	Piece Rate	per pound. AEWG guaranteed

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

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Hansen Administrative Services	KRH-17526 Rd 24 SW Mattawa, Washington 99349 GRANT COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Valley Roz 7 - 69203 W HANKS RD Prosser, Washington 99350 BENTON COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Radar 4 - 8542 ROAD "O" SW Royal City, Washington 99357 GRANT COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Radar 1 - 4310 RANGE VIEW RD Othello, Washington 99344 FRANKLIN COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Valley Roz 2 - 4160 KAYS RD Wapato, Washington 98951 YAKIMA COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Radar 3 - 2580 W KUHN RD Othello, Washington 99344 ADAMS COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Valley Roz 1 - 2481 LOMBARD LOOP RD Wapato, Washington 98951 YAKIMA COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Radar 2 - 2318 W HWY 24 Othello, Washington 99344 ADAMS COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Valley Roz 8 - 1001 E HOUGHTON RD Outlook, Washington 98938 YAKIMA COUNTY		5/22/2026	10/31/2026	150
Hansen Administrative Services	Valley Roz 9 - 349 ERDMAN LANE Burbank, Washington 99323 WALLA WALLA COUNTY		5/22/2026	10/31/2026	150

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	1001 E. Houghton Road Zillah, Washington 98938 YAKIMA COUNTY	32 total capacity, 8 bedrooms. Each worker will have their own bed (4 Beds per room, 4 Lockers) . Full kitchens available(4 Stoves, 4 microwaves 4Freezers 4Fridges) 8 Toilets 8 Sinks 4 Washers 4 Dryers 8 Showers.. Free laundry machines available on-site. Central AC/Heat (Valley Roz 8, LLC (VR 8) H2A House #C)	1	32	<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 _____

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * CHERRY Harvest (Varieties: Bing, Chelan, Santana, Benton, Skeena, Sweetheart, Cristalina, Etc.): The Worker will hand harvest cherries, this can be performed from a motorized platform and/or from the ground or a ladder. The Worker will attach harness, bucket or bag and pick low hanging fruit while standing on or on a ladder. The Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. The Worker will carry harness, bucket or bag of up to 20 lbs. and will place fruit into plastic lugs which hold approximately 30 pounds of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. Some Workers may be required to examine harvested fruit in plastic/wooden bins and sort out any fruit not meeting the grade, color and size specifications. The worker must possess the ability to pick-up, handle a 10 ft. or 12 ft. orchard ladder weighing up to 40 pounds.</p> <p>APPLES Harvest: The Worker will hand harvest apples this can be performed from a motorized platform and/or from the ground or a ladder. The Worker will attach harness, bucket or bag and picks low hanging fruit while standing on the ground and higher branches while standing on a ladder. The Worker will pick according to grade, color and size by grasping fruit with the hands and removing from the tree in a motion so as not to harm adjacent buds on the tree branches. The Worker will carry harness, bucket or bag of up to 60 lbs. and will place fruit into wooden bins, 4x4x3 which hold approximately 25 bushels of fruit. Care must be exercised at all times to prevent bruising of fruit or breaking of branches. The Worker may be required to examine harvested fruit in bins and sort out any fruit not meeting the grade, color and size specifications. The Worker must possess the ability to pick-up; handle a 10 ft. or 12 ft. orchard ladder weighing up to 40 pounds.</p> <p>THINNING: Thinning is a manual process used to control the size and quality of grown fruit. The Worker must possess the ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Furthermore, the Worker must be able to use scissor like clippers. This process requires the Worker to remove, in some cases not limited to the smallest fruit blossom, bud and/or identifiable fruit from within a cluster of other fruits. The Worker will be expected to be able to identify and remove fruit that is misshapen, damaged and/or with other quality problems as directed by supervisors. Thinning may be performed from a motorized platform and/or from the ground or a ladder.</p> <p>TRAINING: Training is a process in which the fruit tree is manipulated to increase yield and/or quality. The Worker must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Training may be performed from a motorized platform and/or from the ground or ladder. Some example training tasks are but not limited to: Tying, taping or clipping apple or cherry limbs to wires. Tying up or down apple or cherry limbs. Training and limb positioning of apple or cherry trees. Shoot thinning, sucker removal, cluster thinning, shoot positioning, hedging, or leaf removal. Propping and supporting apple trees.</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) * The Employer will make the following deductions from the worker's wages: FICA taxes, Federal Income tax if required, other deductions expressly authorized or required by state or federal law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) in accordance with applicable state law and company policy, and any other deductions expressly authorized by the worker in writing. The employer will withhold from the employee's wages the maximum amount for the portion of employee premium required under WA State RCW 50A.04, Paid Family and Medical Leave Program.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Minimum Job Qualifications: 2 months of fruit harvest experience. Specific requirements include lifting up to 60 pounds frequently and able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including rain, cold, high winds, etc. Work involves frequent bending and working in bent or stooped positions. Must be able to walk and stand up extensively. No smoking, alcohol, firearms in the field or residential housing.</p>			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing, and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer.</p> <p>Applicants who contact the Employer by telephone or in person will complete an applicant screening process. The employment contract is made available to the applicant in person, by fax, or email once the screening process is completed and an offer of employment has been made. Telephone or in-person interviews will be at no cost to workers.</p> <p>Walk-in applicants should bring with them documentation of identity and employment eligibility, so that if an offer of employment is made the required pre-employment paperwork can be completed. Walk-in applications will be accepted at:</p> <p>Hansen Fruit Address: 10 E Mead Ave., Yakima, WA 98903 Phone number: (509) 457-4153 Hansen Fruit Contact: Jesus Gonzales Email: Jesus.gonzales@hansenfruit.com</p> <p>Hansen Fruits contact hours are Monday through Friday between 8:00 a.m. and 5 p.m. (Regular Business Hours), except on federal holidays. All referrals from State Workforce Agencies must be sent to the employer by email and must include referral contact name, phone number, and email address if an email address is available. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>Applicants and referrals, not applying in person, will be sent an employment application and the employment disclosures required by law. Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the Company indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) as required by law. The Company will interview non-local applicants by telephone and make hiring commitments to qualified, eligible applicants upon arrival at the Company and verification of employment authorization.</p> <p>Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * PRUNING: Pruning numerous varieties of apple and cherry trees according to established company procedures based on the difference in the treatment of different varieties. Work will be performed on trees for long periods of time using a variety of pruning equipment including but not limited to hand shears, hand loppers, hand saws. Furthermore, the worker must possess ability to pick up, handle a 10 ft. or 12 ft. orchard ladder weighing 40 pounds. Pruning may be done from the ground or a ladder up to 12 feet in height or from a motorized platform. The Worker may be required to selectively prune only trees of a certain size and color as instructed by the crew supervisor. The Worker is expected to possess or acquire pruning skills in order to identify and remove stubs or broken branches, downward growing branches, branches which rub against each other, shaded interior branches, dead wood and shoots/suckers with hand pruning saws and clippers, mechanized equipment in pruning activities.</p> <p>Other Job Specifications Include: THIS IS A DESCRIPTION FOR APPLES and CHERRIES</p> <ol style="list-style-type: none"> 1. The Worker will care for young non-producing fruit trees including but not limited to weeding, hoeing, trunk painting, hand fertilizing and growth selection by hand and clipping. 2. Hand thinning of apple and cherry trees to ensure proper fruit load on tree. 3. Pruning of apple and cherry trees. 4. Training of apple trees to trellis, including clipping and tying limbs and shoots to wire. 5. Training and limb positioning of apple and cherry trees. 6. Provide general labor to assist in the establishment of new orchard properties by clearing property, planting trees, building trellis, repair and spreading of composted material and any other labor considered necessary for the efficient structure of new orchard properties. 7. Care for trees during growing process- recognize tree disease such as of blighted branches in apples 8. Harvest preparation including spreading liners in bins, rolling bins into blocks by hand. 9. Clip apple stems using hand-clippers. 8. Harvest preparation including spreading liners in bins, rolling bins into blocks by hand. 9. Propping and tying of apple and cherry trees and limbs. 10. Pruning and thinning may be done from the ground or ladder up to 12 feet in height, or from a motorized platform. 11. Repair sprinklers on overhead cooling system. 			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - EMPLOYER CONTACT INFORMATION
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Hansen Fruit Administrative Services (also referred to herein as “Hansen Fruit”, “Employer”, or “Company”) is a fixed-site grower which owns and/or controls its work sites (listed below) and all agricultural commodities produced at such sites. FEIN: 82-3079714</p> <p>Hansen Fruit Administrative Services is a Farm Labor Contractor.</p> <p>Address: 10 E Mead Ave, Yakima, WA 98903, telephone: (509) 457-4153</p>			

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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 - JOB ORDER INFORMATION
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Job title: Farmworker/Laborers Workers Needed: a.Total: 700 b.H-2A: 150 The Employer seeks certification for 150 H-2A workers. Total number of workers: 700. Of the 700 workers, we anticipate that 550 will be domestic workers who do not requiring housing.			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Schedule
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The normal work week is 6 hours per day, Monday through Friday, and 5 hours Saturday (35 hours per week). Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require overtime or work on Sundays and Federal Holidays. This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action in accordance to company policies. The normal work hours are 7:00 a.m. and the workday end time is 2:30 p.m., depending on the time of year, hours of daylight, weather, and production requirements. An unpaid lunch break of 30 minutes (after a work period of not more than 5 hours) and two paid 10-minute work breaks are provided. Workers are notified of any change in the start time. All employees not occupying employer-provided housing must provide the Company with contact information before the worker commences employment. This contact information may be used to notify the worker not to report work due to inclement weather or when work is not available or to notify the workers of any change in the worker's daily schedule, or for any other reason.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TRAINING
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>TRAINING: Training will be provided for 1 day from each worker's initial date of employment.</p> <p>PERFORMANCE AND SAFETY STANDARDS</p> <p>a. Must act with respect to employer-designated representatives and following specific work-related instructions</p> <p>b. Must not commit acts of misconduct, such as severe or willful damage/injury housing, equipment, or fighting or willful injury to co-worker(s) or any other person</p> <p>c. Must not engage in work during the period of this contract for any person other than employer</p> <p>d. Must not violate any U.S., State, or local law</p> <p>e. Must not fail to report for work without justified cause</p> <p>f. Must not leave work without employer's permission</p> <p>g. Must not possess firearms or other weapons without prior employer authorization; and</p> <p>h. No drinking alcoholic beverages on the job or engage in other substance abuse.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - TERMINATIONS
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails to reach production standards when production standards are applicable; or (d) violation of company policies. Three unexcused absences by the worker will be considered a job-related reason for worker termination. Workers who become ill or injured for non-work-related reasons and are unable to perform essential functions of the job will be released for cause.</p> <p>Other grounds of termination:</p> <p>a. Failure or refusal after any break-in period to satisfactorily complete duties described in (job specifications) with reasonable diligence</p> <p>b. Failure to perform work in accordance with terms of this agreement</p> <p>c. Wanton disrespect to employer-designated representative and not following specific work-related instructions</p> <p>d. Committing an act of misconduct, such as severe or willful damage/injury, housing, equipment, or fighting or willful injury to co-worker(s) or any other person</p> <p>e. Engaging in work during the period of this contract for any person other than employer</p> <p>f. Violating any U.S., State, or local laws</p> <p>g. Failure to report for work without justified cause</p> <p>h. Leaving work without employer's permission</p> <p>i. Possession of firearms or other weapons without prior employer authorization; and</p> <p>j. Drinking alcoholic beverages or engage in substance abuse on the job or in employer-provided housing.</p> <p>Employer will apply the above standards on a nondiscriminatory basis as required by law.</p>			

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



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WORKER'S COMPENSATION
<p>3. Details of Material Term or Condition (up to 3,500 characters) * WORKER'S COMPENSATION: All employees are covered by workers compensation insurance in accordance with Washington law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period.</p> <p>A workers' compensation and employer's liability insurance policy is held by Hansen Fruit covering the Workers Compensation Law of the State of Washington.</p> <p>Insurance coverage is provided by Department of Labor and Industry. LNI account is 577, 746-00. The policy used in this contract is effective from 02/01/2026 and expires 01/31/2027. Workers have the right to file an injury claim within one year of the date of your work injury; for occupational diseases, you have two years from the date you receive written notice from a healthcare provider that the condition may be work-related.</p> <p>Employees may be put on modified/light work duty as a result of a work-related injury or illness. Modified/light duty activities will be in accordance with state law and related advisories.</p> <p>Name and address of policyholder: Hansen Fruit Administrative Services 10 E Mead Ave. Yakima, WA 98903,</p> <p>Person(s) and phone numbers(s) of person(s) to be notified to file claim: Jesus Gonzales (509) 457-4153</p> <p>Karin Wilson Worker Compensation Analyst 360-252-3674</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - ARBITRATION AGREEMENT
<p>3. Details of Material Term or Condition (up to 3,500 characters) * The Employer and Worker agree that any dispute, claim, or controversy arising out of or relating to the Worker's employment under this job order, including wages, housing, transportation, working conditions, or termination, shall be resolved through final and binding arbitration rather than through a court proceeding.</p> <p>Arbitration shall be conducted under the Federal Arbitration Act and administered by a neutral arbitrator.</p> <p>The arbitrator shall have authority to resolve disputes relating to this agreement and the Worker's employment.</p> <p>This arbitration agreement does not limit any rights or protections provided under federal or state law. Nothing in this provision prevents any worker from communicating with, providing information to, cooperating with, submitting a claim to, or filing a complaint with the U.S. Department of Labor or any federal, state, or local agency.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - WAGE OFFER
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Wage Offer: \$17.13 For work performed in Washington, the company shall pay corresponding U.S. workers and H-2A workers a wage of \$17.13 per hour.</p> <p>Workers will be guaranteed not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked.</p> <p>The Employer may pay a different wage (i.e. piece rate) but only if such wage change results in a wage equal to or higher than the AEWR or published prevailing rate, if any. Moreover, the Employer may pay an hourly rate higher than the AEWR based on the experience level of an employee, length of time employed with this employer, market conditions and/or based on crop/job activity. Employer assures that the required wage rate will be paid during the entire period of the work contract and at the time that work is performed.</p> <p>If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register.</p> <p>If the worker is paid on a piece rate and at the end of the pay period 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 worker's pay must be supplemented 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. Employer may pay a different wage (i.e. piece rate) but only if such wage change results in a wage equal to or higher than the AEWR or published prevailing rate, if any. Such different piece rates may apply during the contract period based on market conditions.</p> <p>Piece Rates are as follows: SEE ADDENDUM A</p> <p>Frequency of Pay: Weekly Workers will be paid on a weekly basis. Payday is Saturday of the week following the end of the payroll period.</p>			

n. Job Offer Information 14

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound and Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) * For workers who complete 50 percent of the work period, the Employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence amount as required by law from the place from which the worker came to work for the Company which is the place of recruitment, which for the H-2A workers is Tijuana, Guanajuato, Guerrero, Michoacan, Jalisco, Nayarit, Zacatecas, Chihuahua, Durango, Mexico Oaxaca Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.</p> <p>Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)</p> <p>Inbound: The Company will provide a bus or flight ticket for workers to travel from the place of recruitment to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite.</p> <p>Outbound transportation: The Employer will reimburse for a bus and/or flight ticket for workers to travel from the place of employment to the place of recruitment, at no charge to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p> <p>The use of Employer-provided transportation is voluntary, and workers may choose to use their own transportation for inbound and outbound travel and may be reimbursed at the most economical rate unless the employer previously paid the bus company for an employee's travel expense.</p> <p>The subsistence rate during inbound and outbound transportation is \$16.78 per day (or higher if Department of Labor approves a higher meal charge) without receipts and \$68.00 with receipts.</p> <p>Arrival/Departure Records: 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.</p> <p>REQUIRED DEPARTURE: H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily.</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

o. Job Offer Information 15

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>They will be returned to the housing in the same manner after their shift is done; time varying depending on the same factors. The daily transportation schedule is based on the H2-A work schedule which is from 7AM to 2:30PM.</p> <p>The use of this transportation is voluntary. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such voluntary transportation will include buses, vans, and carpooling and will be in accordance with applicable laws and regulations. Workers who choose to utilize the vanpool will not be charged for such use. Workers are free to provide their own transportation to and from the daily work site.</p> <p>Employer (fixed site employer) will use one 5-passenger van, one 9-passenger van, one 10-passenger van, one 13-passenger van, and one 14-passenger van to transport workers. Employer will provide one weekly trip to workers to purchase groceries and perform other errands. Employer provided transportation will only be available to workers residing in employer provided housing.</p> <p>Hansen Fruit Co operates a fleet of 18 vans, collectively accommodating 254 seats. This includes 4 Chevy Express vans with 12 seats each, 2 Dodge Ram Promasters with 13 seats each, and 12 Ford Transit buses with 15 seats each. Our transportation services are tailored to the needs of H-2A workers, providing weekly transport as requested. The standard transportation schedule for H-2A workers runs from 6:30 am to 7:00 am. Nine vehicles are assigned to transport workers to the Radar 8 housing location, while the remaining nine vehicles serve the HHEH LLC housing location. At the end of the shift, typically at 2:30 pm, these vehicles ensure the safe return of workers to their residences.</p>			

p. Job Offer Information 16

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The Employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards.</p> <p>Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. The Employer assures that all accommodations will meet local, State or Federal Standards. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's Housing Rules, a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).</p> <p>Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family housing:
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Family housing:</p> <p>As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Adams County and Yakima County, Washington to provide family housing.</p> <p>Workers may be reached at the following address and phone number</p> <p>ADDRESS:10 E Mead Ave, Yakima, WA 98903 PHONE:(509) 457-4153</p> <p>Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted by calling the above number.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the worksite and/or transportation to and from shopping facilities, from their housing location. Workers who elect to provide their own housing will also not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., Workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working. Workers who elect to provide their own housing will be responsible for their own meals, and are not eligible for employer-provided meals.</p> <p>Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.</p> <p>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>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. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of 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.</p>			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from below freezing to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described.</p> <p>The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor. Workers may be re-assigned to a different workstation at various times during the workday and/or on different days.</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.</p> <p>Employees must not report for work, enter the worksite, or perform service 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 their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers).</p> <p>All work-related injuries must be immediately reported to the crew leader, foreman, or supervisor. Workers' compensation claims may be presented to any medical provider, through your employer or state agency if applicable. Light Duty: Workers restricted to light duty work by their physician may be offered light duty jobs in accordance with State Law and/or agency guidance. Full Growing Season Commitment: The worker agrees to be available for work and perform the assigned work for the assigned employer through the full period of employment in accordance with sections A.3 and A.4 of the ETA 790.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements 2
3. Details of Material Term or Condition (up to 3,500 characters) * <p>Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include but are not limited to, knives, hair nets, safety glasses, and gloves if needed to perform the job. The reasonable repair and/or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of 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.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions
3. Details of Material Term or Condition (up to 3,500 characters) * <p>Workers without valid U.S. Social Security numbers or an Individual Taxpayer Identification Number (ITIN) may be subject to backup withholding of 24% from their wages until they are able to present the social security or ITIN to their employer. DEDUCTIONS. Employer makes all deductions required by law(e.g., Fica, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of wage advances and/or loans, health/dental/vision insurance premiums, retirement plan contributions, and/or third party payments or wage assignments for products or services furnished for the worker's benefit or convenience. All deductions comply with the fair labor standards act(FLSA) and applicable state law. Employer may deduct reasonable repair cost if the worker is found responsible for damage to housing beyond normal wear and tear. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment is such damage is found to have been the result of the worker's willful misconduct or gross negligence.</p>			

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