

Employment Standards Program
Attn: Farm Labor Unit
PO Box 44510
Olympia WA 98504-4510

Wage & Working Conditions

Email: ESFarmLabor@Lni.wa.gov

Farm labor contractors **must** give each worker a copy of this completed form in English **and** in the workers' preferred language. Translated copies of this form are available at: www.Lni.wa.gov/go/F700-046-000. Click on the "Other Languages" dropdown list.

Farm Labor Contractor Information

Farm Labor Contractor Business Name RF Administrative Services, LLC	License Holder Name Michael W. Roche		
Farm Labor Contractor License Number 168-24	Farm Labor Contractor License Expiration Date 12/31/2024		
Email Address trentfuller@rochefruit.com	Phone Number (509)248-7200	Cell Phone Number	
Physical Address 1261 E Pomona Rd	City Yakima	State WA	Zip Code 98901
Mailing Address (if different) PO Box 27	City Yakima	State WA	Zip Code 98907
Name of Surety Bond/Bank Liberty Mutual Surety	Amount of Bond/Assignment of Account \$20,000		
Surety/Bank Mailing Address 450 Plymouth Road, Suite 400	City Plymouth Meeting	State PA	Zip Code 19462

Washington Farm Labor Contractor's Law requires a surety bond or substitute security permitted under RCW 19 30 040. A surety bond is insurance that can help ensure workers will be paid what they are owed.

Employment Information

► **Approximate Season Start & End Dates** *(Provide your best estimate at this time. Do not leave this section blank.)*

Estimated Start Date February 1, 2024 (See Attachment A for additional detail.)	Estimated End Date November 15, 2024 (See Attachment A for additional detail.)
--	---

► Wages

Employees – If you believe you were not paid correctly, you can file either a Workers Rights Complaint Form (F700-148-000) or a Farm Labor Contractor Complaint Form (F700-109-000), both available at www.Lni.wa.gov

Hourly Rate *(Additional space available at the bottom of this form.)*

Type of Work:	Hourly Rate:
Pruning, Trellising, Tying, Training, Thinning, Suckering, Irrigating, Picking/Harvesting, Pest Control, Weed Control, Orchard/Farm Clean-Up, Planting, Irrigation/Trellis Installation, and General Farm labor. Work as assigned which may include operating agricultural equipment, supervising agricultural workers, or driving farm vehicles to transport equipment, personnel products, or supplies.	\$16.28 per hour (minimum) may be augmented by a weekly bonus *See "Bonus" section on page 3.

<p>*See Attachment A for additional information concerning the type of work that may be assigned, the uncertain duration of some work engagements, and when and how hourly rate work may be paid by Contractor for this and any other "Type of Work", including, without limitation, under a Clearance Order covered by the H-2A Program.</p>	<p>**Depending on horticultural, environmental, and/or industry factors, Contractor may, from time to time, change this work to be paid at piece rates consistent with the requirements of the "Piece Rate Pay" section in attached Attachment A.</p>
	<p>\$</p>
	<p>\$</p>
	<p>\$</p>
	<p>\$</p>

► **Wages** (*continued*)

Piece Rate (*Additional space available at the bottom of this form.*)

Type of Work	Crop	Variety	Piece Rate	Incentive (if applicable)
			\$	
			\$	
			\$	
			\$	
			\$	

Bonus

Yes No

If "Yes", explain how workers can earn bonuses.

All apple harvest work will be paid at a base hourly rate of \$19.25 per hour. For some harvest work, the hourly wage will be the only form of compensation. The hourly wage will be the only form of compensation when the employer, in its sole discretion, believes fruit quality, density, or other horticultural conditions require a methodical process on pace that is not appropriate or customary for a piece rate or hourly-plus-bonus work.

For most harvest work, the base hourly rate will be subject to augmentation by a weekly bonus when the employee's productivity exceeds the value of his or her base hourly wages. The weekly bonus shall operate to ensure that the worker's total compensation is not less than:

Apples: The number of bins picked multiplied by the following vaules:

- Golden/Red Delicious \$22.00 per bin
- Pink Lady/Cripps Pink \$30.00 per bin
- Ambrosia, Fuji, Gala, Granny \$28.26 per bin
- Honey Crisp, Cosmic Crisp \$31.76 per bin

Cherries: The number of buckets picked multiplied by the following vaules:

- Benton, Bing, Chelan, Rainier: \$4.00 per 20lb. bucket

All thinning, pruning, and training work will be paid at a base hourly rate of \$19.25 per hour. For some thinning, pruning and training work the hourly wage will be the only form of compensation. The hourly wage will be the only form of compensation when the employer, in its sole discretion, believes the fruit quality, density, or other horoticultural conditions require a methodical process on pace that is not appropriate or customary for a piece rate or hourly-plus bonus work.

For most thinning, pruning, and training work, the base hourly rate will be subject to augmentation by a weekly bonus when the employee's productivity exceeds the value of his or her base hourly wages. The weekly bonus, if any, is based on crop type, variety, size, age, condition, and volume, weather, tree density, the manner in which the work is being performed and other horticultural and industry factors. Productivity for the purposes of determining when a bonus will be earned will be based upon the following rates:

- Thinning \$0.05 to \$4.00 per tree.
- Pruning and training \$ 0.10 to \$4.00 per tree

► **Benefits**

Personal Loans

Yes No

If "Yes", list terms and conditions:

Transportation

Provided Entire Duration Provided from when an H-2A Program Clearance Order is in effect for a specific location and time period to when the Clearance Order expires, but only with respect to those employees who accept employment with Contractor under the terms of the Clearance Order, and then only (a) when and if the employee is eligible to receive transportation under the Clearance Order, (b) with respect to the locations and time period covered by the Clearance Order, and (c) to the extent required under the Clearance Order. See Attachment A for additional H-2A Program and Clearance Order information. Not Provided

If "Provided":

Cost is covered by employer or FLC Cost to employee \$

List terms and conditions including pick up and drop off locations (example: housing to job site/daily):
Housing to job site/daily.

Housing/Boarding

Provided Entire Duration Provided from when an H-2A Program Clearance Order is in effect for a specific location and time period to when the Clearance Order expires, but only with respect to those employees who accept employment with Contractor under the terms of the Clearance Order, and then only (a) when and if the employee is eligible to receive housing under the Clearance Order, (b) with respect to the locations and time period covered by the Clearance Order, and (c) to the extent required under the Clearance Order. See Attachment A for additional H-2A Program and Clearance Order information. Further, Contractor reserves the right to offer other housing to certain employees under the terms and conditions of separate agreements entered into by and between Contractor and said employees, which terms will state, without limitation, said housing's location and rental obligations (if any). Not Provided

If "Provided":

Cost is covered by employer or FLC Cost to employee \$

List terms and conditions including address and description of housing provided (example: dorm-style; shared bath, single-family home, hotel):

Dorm-style housing with shared bathroom located at 857 E. Pomona Rd., Yakima, WA 98901; 9206 Rd. G. 5 SW, Royal City, WA 99357; 5430 Rd. P NW, Quincy, WA 98848, 4301 Ringold Rd., Eltopia, WA 99330, 240 Acacia St. W., Royal City, WA 99357, 752a S'Obrian Rd., Othello, WA 99344, 2702 West Bench Rd., Othello, WA 99344; 4330/4332 W Breezie Ln Benton City, Washington 99320; 14631 Road 170 Mesa, Washington 99343; 12006 Rd. E SW Royal City, WA 99357

Health Benefit

Provided Not Provided

If "Provided":

Cost is covered by employer or FLC Cost to employee \$100.00-\$645.00 per month if employee elects to maintain health insurance for himself/herself, his/her spouse, and/or his/her children. The amounts are subject to change from time to time, when and as Contractor makes changes to Contractor's health insurance plan and/or employee benefit policies.

List terms and conditions (example: on-site first aid, health insurance):

Health insurance is offered to eligible employees in accordance with the eligibility requirements, conditions, and costs set forth in the accompanying documentation that describes Contractor's health insurance enrollment process and the costs associated therewith, which are subject to change from time to time.

Day Care Services

Provided Not Provided

If "Provided":

Cost is covered by employer Cost to employee \$

► Equipment and Clothing, including Personal Protective Equipment (PPE)

Note: Some PPE may be required by law. For more information on PPE, visit: www.Lni.wa.gov/safety-health/preventing-injuries-illnesses/get-started-with-safety-health/personal-protective-equipment-ppe

A. Equipment and clothing required for this job (employee's responsibility to obtain):

All clothing (including, without limitation, long pants, shoes, and other appropriate work attire); Picking bags; Pruners.

B. Equipment and clothing employer will provide each worker (include required PPE here):

All spray suits, safety glasses, and other gear needed for spray work; Ladders, Masks and/or respirators as required by law.

► Where Employees will be Working

1.

Business Name (of the company the FLC has contracted with)

See Attachment A for a Complete Listing of All Workplace Locations and Associated Information.

Contact Name (Business Owner or Owner's Agent)

Phone Number

Mailing Address

City

State

Zip Code

Workplace Address

City

State

Zip Code

Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)

By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.

2.

Business Name (of the company the FLC has contracted with)

Contact Name (Business Owner or Owner's Agent)

Phone Number

Mailing Address

City

State

Zip Code

Workplace Address

City

State

Zip Code

Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)

By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.

3.

Business Name (of the company the FLC has contracted with)

Contact Name (Business Owner or Owner's Agent)

Phone Number

Mailing Address

City

State

Zip Code

Workplace Address

City

State

Zip Code

Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)

By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.

4.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

5.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

Are there any arrangement at the worksite(s) in which the Farm Labor Contractor receives a monetary compensation or benefit from the worksite selling products to agricultural workers?

Yes No

If "Yes", please explain:

--

Signature

Print Worker's Name	Worker's Signature	Date
Farm Labor Contractor Signature		Date

H-2A workers can refer to their federal ETA 790 Clearance Order for additional information about the terms and conditions of employment listed in their federal guest worker agreement.

Additional Space for Customers: Where Employees will be Working

6.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

7.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

8.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

9.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

10.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

11.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

12.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

13.

Business Name (of the company the FLC has contracted with)			
Contact Name (Business Owner or Owner's Agent)		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)			
<input type="checkbox"/> By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.			

ATTACHMENT A
TO FARM LABOR CONTRACTOR & WORKER DISCLOSURE STATEMENT
(Contractor: RF Administrative Services, LLC)

ADDITIONAL INFORMATION REGARDING WAGES AND OTHER EMPLOYMENT CONDITIONS:

Employment Under a Clearance Order Covered by the H-2A Program: Contractor may, at various times and at various locations, employ employees under the federal H-2A temporary agricultural workers program (the "H-2A Program"). In order to participate in the H-2A Program, Contractor must obtain one or more ETA 790 clearance order certifications from the U.S. Department of Labor that authorizes agricultural work at specific workplace locations for specific time periods (each a "Clearance Order"). A Clearance Order sets forth the compensation and other employment conditions that apply to the work and specific workplace locations and time period authorized under the Clearance order, which will apply to all foreign employees employed by Contractor through the H-2A Program under said Clearance Order, as well as to any domestic employees who accept employment with Contractor under the terms of the Clearance Order. When a Clearance Order is in effect for a specific location and time period, the compensation rates set forth in the Clearance Order will be paid to all employees, foreign and domestic, who perform the tasks covered in such Clearance Order, regardless of whether the domestic workers expressly accept all of the terms of the Clearance Order. This FLCA Disclosure Statement covers all Clearance Orders, and all other work engagements, under which an employee may work in a calendar year.

If employee accepts employment with Contractor under the terms of a Clearance Order, the Clearance Order's terms, conditions, and requirements of employment (including with regard to any right to housing and/or transportation) will supersede the provisions of this Disclosure Statement for the time period and locations for which the Clearance Order applies to the extent the provisions of this Disclosure Statement are inconsistent with any provision of the Clearance Order.

Minimum Hourly Rates of Pay: For locations and time periods covered by a Clearance Order, and for work that is not paid at Piece Rate Pay, Contractor will pay at a minimum hourly rate equal to the applicable adverse effect wage rate (the "AEWR Rate") then in effect as set by applicable law, which, as of **January 1, 2024**, was **\$19.25 per hour**. The Clearance Order will also clarify when and where piece-rate wages may be paid. For locations and time periods NOT covered by a Clearance Order, Contractor will pay at a minimum hourly rate equal to the State of Washington minimum wage rate (the "Minimum Wage Rate"), which, as of **January 1, 2024**, was **\$16.28 per hour**. Contractor, at all times, reserves the right to pay higher rates based on employee experience, skills, and type of work.

Rest Break Pay: Employee will receive paid rest breaks of 10 minutes for every four hours worked in a single day.

At-Will Employment: For employees who are working under a Clearance Order, the terms of that Clearance Order govern when and how employees may be disciplined and/or terminated. All other employment is "at-will" and subject to Contractor's various seasonal needs. Further, employment is not guaranteed for any period of time nor is there any expectation of work from one seasonal task to another or from one year to the next. Employment may be terminated by either the Contractor or the employee at any time, without notice, and for any reason, or for no reason. Work is generally, but not always, performed Monday through Saturday during daylight hours for approximately eight hours per day. However, depending on horticultural conditions, work may be needed on Sundays, during night hours, and/or for shorter or longer periods of time.

Workers' Compensation: Workers' compensation insurance is provided under the laws of the State of Washington. Name of compensation insurance carrier: Washington State Department of Labor & Industries. Name(s) of policy holder(s): RF Administrative Services, LLC. Person and phone number to be notified in the event of an injury or death: Trent Fuller, (509) 248-7200. Any such notice must be given immediately upon discovery of the injury. Per RCW 51.28.050 and .055, a claim for workplace injury must be filed within one year of the date of injury and a claim for occupational disease must be filed within two years of the date of diagnosis.

Unemployment Compensation: Unemployment insurance is provided to eligible employees under the laws of the State of Washington through the Washington State Employment Security Department.

Migrant and Seasonal Agricultural Worker Protection Act: This Disclosure Statement is given to you in accordance with both the State of Washington Farm Labor Contractor Act and the federal Migrant and Seasonal Agricultural Worker Protection Act.

Surety Bond. Employee has the right to claim against the surety bond held by Contractor in connection with State of Washington issued Farm Labor Contractor License for unpaid wages and any other lawful purpose. The surety bond is further described on the first page of this Disclosure Statement.

WORKPLACE LOCATION INFORMATION:

Contractor assists the below-listed owners of operations at the below-listed places of employment with farm labor activities, management, and operations. For purposes of RCW 19.30.110(7)(h), Contractor serves as the owner’s agent for each of the below listed “Owners of Operations.” From day-to-day, depending on the Contractor’s and the below-listed owners’ seasonal needs, employee’s place(s) of employment will be at one or more of the following listed locations:

<u>Business Name/Owner of Operations (the company Contractor has contracted with)</u>	<u>Workplace Address/Place of Employment</u>	<u>Specific Crop(s)</u>
MMP Orchards, LLC (Pomona Ranch)	1261 E. Pomona Road, Yakima, WA	Apples
Goose Hill LLC	30207 N. 410 P.R. NE, Benton City, WA	Apples
Skyline Orchards LLC	8997 Frenchman Hill Road S.W., Quincy, WA	Apples
Highline, L.L.C.	9018 Road G.5, Royal City, WA	Apples
Circle R, LLC.	15590 Road 9 SW, Royal City, WA	Apples
Rooster, L.L.C.	801 Road 13 SW, Royal City, WA	Apples
MWR Riverside Orchards, LLC	4461 Ringold Road, Eltopia, WA	Apples, Cherries
MWR Holdings, LLC (Naches Heights Ranch)	911 Naches Heights Road, Yakima, WA	Apples, Cherries
MWR Quincy, LLC	18290 Road 7 NW, Quincy, WA	Apples
Sunshine Agriculture, Inc.	Rd. H, SW, Royal City, WA	Apples, Cherries
Sunshine Agriculture, Inc.	Rd. 8, SW, Royal City, WA	Apples
Sunshine Agriculture, Inc.	12257 Dodson Rd. S., Royal City, WA	Apples, Cherries
Sunshine Agriculture, Inc.	Royal Rd., Royal City, WA	Apples
Sunshine Agriculture, Inc.	2702 W Bench Rd., Othello, WA	Apples, Cherries

By checking this box, Contractor affirms Contractor has no knowledge of a strike, lockout, or the existence of a concerted work stoppage, slowdown, interruption or operations by employees, or other labor dispute at any of the above-listed workplace addresses/places of employment.

The contact name, mailing address, and phone number for each of the above-listed Owners of Operations (and each of their owner’s agent under RCW 19.30.110(7)(h)) is: Michael Roche, 1261 E Pomona Rd, Yakima, Washington 98901, (509) 248-7200.

The job duties to be completed at each of the above-listed workplace addresses/places of employment are as follows: Pruning, Trellising, Tying, Training, Thinning, Suckering, Irrigating, Picking/Harvesting, Pest Control, Weed Control, Orchard/Farm Clean-Up, Planting, and Irrigation/Trellis Installation for the production of the specific crops grown thereon or such other general agricultural labor tasks as may be assigned by Contractor.

DEPARTMENT OF LABOR AND INDUSTRIES
Employment Standards Program
FARM LABOR CONTRACTOR LICENSE
RF ADMINISTRATIVE SERVICES, LLC
Transport Workers
 Yes No

Address
1261 E. POMONA RD YAKIMA WA 98901

Date Issued 01/01/2024 Date Expires 12/31/2024 Amount of Bond \$20,000

UBI 604 977 235 Worker's Comp # 052 598-11 License # 168-24

Signature of Licensee *Michael Roche*

F700-052-000 F L C LICENSE 11 2019

DEPARTMENT OF LABOR AND INDUSTRIES
EMPLOYMENT STANDARDS PROGRAM
OLYMPIA WA 98504-4511

This license is issued in conformity with Chapter 392, laws of 1955, and RCW 19.30 as amended, State of Washington, and must be carried on the person doing business under its authority. No license issued under the provisions of this law shall be transferable or assignable.

F700-052-000 11-2019

ANEXO A
A LA DECLARACIÓN DE DIVULGACION DE CONTRATISTAS Y TRABAJADORES AGRÍCOLAS
(Contratista: RF Administrative Services, LLC)

INFORMACIÓN ADICIONAL SOBRE SALARIOS Y OTRAS CONDICIONES DE EMPLEO:

Empleo Bajo una Orden de Autorización cubierta por el Programa H-2A: El Contratista puede, en diferentes momentos y lugares, contratar a empleados bajo el programa federal de trabajadores agrícolas temporales H-2A (el "Programa H-2A"). Para participar en el Programa H-2A, el Contratista debe obtener una o más de las certificaciones de orden de autorización ETA 790 del Departamento de Trabajo de los EE. UU. que autoriza el trabajo agrícola en lugares de trabajo específicos durante periodos de tiempo específicos (cada una de ellas una "Orden de Autorización"). Una Orden de Autorización establece la compensación y otras condiciones de empleo que se aplican al trabajo y las ubicaciones específicas del lugar de trabajo y el período de tiempo autorizado bajo la Orden de Autorización, que se aplicará a todos los empleados extranjeros empleados por el Contratista a través del Programa H-2A en virtud de dicha Orden de Autorización, así como a cualquier empleado doméstico que acepte trabajar con el Contratista bajo los términos de la Orden de Autorización. Cuando una Orden de Autorización esté vigente para un lugar y período de tiempo específicos, las tarifas de compensación establecidas en la Orden de Autorización se pagarán a todos los empleados, extranjeros y nacionales, que realicen las tareas cubiertas en dicha Orden de Autorización, independientemente de si los trabajadores domésticos aceptan expresamente todos los términos de la Orden de Autorización. Esta Declaración de Divulgación de FLCA cubre todas las Órdenes de Autorización y todos los demás compromisos de trabajo, bajo los cuales un empleado puede trabajar en un año calendario.

Si el empleado acepta el empleo con el Contratista bajo los términos de una Orden de Autorización, los términos, condiciones y requisitos de empleo de la Orden de Autorización (incluso con respecto a cualquier derecho a vivienda y/o transporte) reemplazarán las disposiciones de esta Declaración de Divulgación para el periodo de tiempo y las ubicaciones para los que se aplica la Orden de Autorización en la medida en que las disposiciones de esta Declaración de Divulgación sean incompatibles con cualquier disposición de la Orden de Autorización.

Tarifas Mínimas de Pago por Hora: Para las ubicaciones y los periodos de tiempo cubiertos por una Orden de Autorización, y para el trabajo que no es pagado a un Pago de Tarifa por Pieza, el Contratista pagará a una tarifa mínima por hora igual a la tarifa de salario aplicable de efecto adverso (la "Tarifa AEW") que esté en vigencia según establecida por la ley aplicable, la cual, desde el 1 de enero de 2024, es \$19.25 por hora. Para las ubicaciones y periodos de tiempo NO cubiertos por una Orden de Autorización, el Contratista pagará una tarifa mínima por hora igual a la tarifa de salario mínimo del estado de Washington (la "Tarifa de Salario Mínimo"), la cual, desde el 1 de enero de 2024, es \$ 16.28 por hora. En todo momento, el Contratista se reserva el derecho a pagar tarifas más altas según la experiencia y las habilidades del empleado y el tipo de trabajo.

Pago por Descanso: El empleado recibirá descansos pagados de 10 minutos por cada cuatro horas trabajadas en un solo día.

Empleo a Voluntad: Para los empleados que estén trabajando bajo una Orden de Autorización, los términos de esa Orden de Autorización rigen cuándo y cómo los empleados pueden ser disciplinados y/o despedidos. Todo otro empleo es "a voluntad" y está sujeto a las diversas necesidades estacionales del Contratista. Además, el empleo no está garantizado por ningún período de tiempo ni hay expectativa de trabajo de una tarea estacional a otra o de un año al siguiente. El Contratista o el empleado pueden dar fin al empleo en cualquier momento, sin previo aviso, y por cualquier motivo, o sin motivo alguno. El trabajo de Tarifa por Pieza generalmente, pero no siempre, se realiza de lunes a sábado durante el día durante aproximadamente ocho horas por día. Sin embargo, dependiendo de las condiciones hortícolas, puede ser necesario trabajar los domingos, durante las horas de la noche y/o por periodos de tiempo más cortos o más largos.

Indemnización de Trabajadores: En virtud de las leyes del estado de Washington, se proporciona Seguro de indemnización a los trabajadores. Nombre de la aseguradora de indemnizaciones: Departamento de Labor e Industrias del Estado de Washington. Nombre(s) del titular(es) del seguro: RF Administrative Services, LLC. Persona y número de teléfono a quien avisar en caso de una lesión o muerte: Trent Fuller, (509) 248-7200. Todo aviso semejante debe emitirse inmediatamente al descubrir la lesión. Según RCW 51.28.050 and .055, un reclamo por concepto de una

lesión en el lugar de trabajo debe presentarse dentro de un año desde la fecha de la lesión y un reclamo por concepto de una enfermedad ocupacional debe presentarse dentro de dos años de la fecha del diagnóstico.

Compensación por Desempleo: Se proveerá Seguro de desempleo a los empleados elegibles bajo las leyes del estado de Washington mediante el Departamento Estatal de Seguridad Laboral de Washington.

Ley para la Protección de Trabajadores Agrícolas Migratorios y Temporales: Esta Declaración de Divulgación se le proporciona de acuerdo con la Ley de Contratistas de Mano de Obra Agrícola y la Ley para la Protección de Trabajadores Agrícolas Migratorios y Temporales.

Fianza de Garantía: El empleado tiene derecho a reclamar contra la fianza de garantía del Contratista en relación con la Licencia de Contratista de Trabajo Agrícola emitida por el Estado de Washington por salarios no pagados y cualquier otro propósito legal. La fianza de garantía se describe con más detalle en la primera página de esta Declaración de Divulgación.

INFORMACIÓN SOBRE UBICACIÓN DE TRABAJO:

El Contratista ayuda a los propietarios de las operaciones nombradas a continuación en los lugares de empleo nombrados a continuación con las actividades, la gerencia, y las operaciones de trabajo agrícola. Para los fines de RCW 19.30.110(7)(h), el Contratista actúa como el agente del propietario para cada uno de los “Propietarios de las Operaciones” nombrados a continuación. Día a día, dependiendo de las necesidades estacionales del Contratista y los Propietarios nombrados a continuación, el(los) lugar(es) de empleo del empleado será en una o más de las siguientes ubicaciones:

<u>Nombre del Negocio/ Propietario de las Operaciones (la compañía con la que ha contratado el Contratista)</u>	<u>Dirección del Lugar de Trabajo/Lugar de Empleo</u>	<u>Cosecha(s) Específicas</u>
MMP Orchards. LLC (Pomona Ranch)	1261 E. Pomona Road, Yakima, WA	Manzanas
Goose Hill LLC	30207 N. 410 P.R. NE. Benton City, WA	Manzanas
Skyline Orchards LLC	8997 Frenchman Hill Road S.W., Quincy, WA	Manzanas
Highline, LLC	9018 Road G.5, Royal City, WA	Manzanas
Circle R, LLC	15590 Road 9 SW, Royal City, WA	Manzanas
Rooster, L.L.C	801 Road 13 SW, Royal City, WA	Manzanas
MWR Riverside Orchards, LLC	4461 Ringold Road, Eltopia, WA	Manzanas, Cerezas
MWR Holdings, LLC (Naches Heights Ranch)	911 Naches Heights Road, Yakima, WA	Manzanas, Cerezas
MWR Quincy, LLC	18290 Road 7 NW, Quincy, WA	Manzanas
Sunshine Agriculture, Inc.	Rd. H, SW, Royal City, WA	Manzanas, Cerezas
Sunshine Agriculture, Inc.	Rd. 8, SW, Royal City, WA	Manzanas
Sunshine Agriculture, Inc.	12257 Dodson Rd. S., Royal City, WA	Manzanas, Cerezas
Sunshine Agriculture, Inc.	Royal Rd., Royal City, WA	Manzanas
Sunshine Agriculture, Inc.	2702 W Bench Rd., Othello, WA	Manzanas, Cerezas

Al marcar esta casilla, el Contratista afirma que el Contratista no tiene conocimiento de una huelga, cierre patronal o la existencia de un paro laboral concertado, recesión, interrupción de operaciones por parte de los empleados, u otra disputa laboral en ninguna de las direcciones/lugares de trabajo mencionados anteriormente.

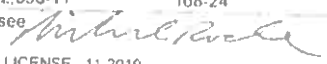
El nombre de contacto, la dirección postal y el número de teléfono de cada uno de los Propietarios de las Operaciones mencionados anteriormente (y cada uno de los agentes de sus propietarios según RCW 19.30.110(7)(h)) es: Michael Roche, 1261 E Pomona Rd, Yakima, Washington 98901, (509) 248-7200.

Los deberes laborales que deben completarse en cada una de las direcciones de trabajo/lugares de empleo mencionados anteriormente son los siguientes: Poda, Enrejado, Atado, Entutorado, Raleo, Embaucado, Irrigación, Recolección/Cosecha, Control de Plagas, Control de Malezas, Limpieza del Huerto/Granja, Siembra, e Instalación de Irrigación/Enrejado para la producción de los cultivos específicos que se cultivan allí u otras tareas generales de trabajo agrícola que pueda asignar el Contratista.

DEPARTMENT OF LABOR AND INDUSTRIES
Employment Standards Program
FARM LABOR CONTRACTOR LICENSE
RF ADMINISTRATIVE SERVICES, Transport Workers
LLC Yes No

Address
1261 E POMONA RD YAKIMA, WA 98901

Date Issued 01/01/2024	Date Expires 12/31/2024	Amount of Bond \$20,000
UBI 604 977 235	Worker's Comp # 052-598-11	License # 168-24

Signature of Licensee 

F700-052-000 F L C LICENSE 11-2019

DEPARTMENT OF LABOR AND INDUSTRIES
EMPLOYMENT STANDARDS PROGRAM
OLYMPIA WA 98504-4511

This license is issued in conformity with Chapter 392, laws of 1955, and RCW 19.30 as amended, State of Washington, and must be carried on the person doing business under its authority. No license issued under the provisions of this law shall be transferable or assignable.

F700-052-000 11-2019