*OMB Approval: 1205-0466*
*Expiration Date:* 8/31/2022

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

## A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop, Nursery and Greenhouse

| 2. Workers Needed * | a. Total | b. H-2A | Period of Intended Employment | |
|---|---|---|---|---|
| | 18 | 18 | 3. Begin Date * 2/11/2022 | 4. End Date *12/10/2022 |

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. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 40 | **a. Total Hours** | 7 | c. Monday | 7 | e. Wednesday | 7 | g. Friday |
| 0 | b. Sunday | 7 | d. Tuesday | 7 | f. Thursday | 5 | h. Saturday |

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 3 : 00 ☐ AM ☑ 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.)*

Workers will be expected to perform various activities in a commercial nursery. Workers will plant, cultivate, & harvest container & field grown trees, bushes & shrubs digging by hand ball & burlap. ALL production outside. Employees will plant, prune, spray, harvest trees according to supervisors instructions. Will water, fertilize, trim, pinch, weed, load, & more. All work according to supervisors instructions. Specific instructions & close supervision will be provided by the farm owner &/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely & proficient manner & will have close supervision to insure adherence to instructions. Work will be closely monitored & reviewed for quality. Much More - See Addendum C to ETA Form - 790 Section 8.a. For Comprehensive Disclosure. Must be able to lift up to 65 pounds through out the entire work day.

| 8b. Wage Offer * | 8c. Per * | 8d. Piece Rate Offer § | 8e. Piece Rate Units/Special Pay Information § |
|---|---|---|---|
| $ 13 . 15 | ☑ HOUR ☐ MONTH | $ ____ . ___ | |

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☐ Yes ☑ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

See Addendum C



H-2A Case Number: H-300-21344-758367 Case Status: Full Certification Determination Date: 01/12/2022 Validity Period: _____ to _____

## B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

| 2. Work Experience: number of months required. * | 1 | 3. Training: number of months required. * | 0 |
|---|---|---|---|

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 65 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

| 5a. Supervision: does this position supervise the work of other employees? * | ☐ Yes ☑ No | 5b. If "Yes" to question 5a, enter the number of employees worker will supervise. § | |
|---|---|---|---|

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

See Addendum C

## C. Place of Employment Information

1. Address/Location *
NC Growers Association 230 Cameron Avenue

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Vass | North Carol | 28394 | Moore |

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Various Counties Throughout the State of North Carolina - Please see Addendum B for NCGA Joint Employer Farmer Members Work Locations Who Are Included In This Application.

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? * ☑ Yes ☐ No

## D. Housing Information

1. Housing Address/Location *
See Addendum B

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Vass | North Carol | 28394 | Moore |

| 6. Type of Housing * | 7. Total Units * | 8. Total Occupancy * |
|---|---|---|
| See Addendum B. | 5 | 24 |

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
See Addendum C

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ No

## E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a 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.)*

SECTION E ETA 790A/H-2A Clearance Order ? Addendum C ? Section E? Provision of Meals? Add?l Disclosure
Employers will furnish free cooking & kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries. When free and convenient cooking and kitchen facilities are not provided for workers to prepare their own meals the employer will provide workers with 3 meals each day and will charge the actual cost for the meals, by weekly payroll deduction, not to exceed the daily allowable meal charge rate as published in the Federal Register and described in section 20 CFR 655.173 of the regulations. When meals will be provided the employer will issue advanced written disclosure of the related charges.

| 2. If meals are provided, the employer: * | | | |
|---|---|---|---|
| | ☐ **WILL NOT** charge workers for such meals. | | |
| | ☑ **WILL** charge workers for such meals at | $ 13 . 17 | per day per worker. |

## F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
*(Please begin response on this form and use Addendum C if additional space is needed.)*

The following paragraphs related to inbound & outbound transportation pertain only to workers who are not within commuting distance & cannot reasonably return to their place of residence the same day & are, therefore, eligible for the benefit.
The Employer will not advance transportation & subsistence costs to the place of employment for any worker.
Conditional Inbound Transportation & Subsistence Benefit Reimbursement

| 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 | $ 13 . 17 | per day * |
| | b. no more than | $ 55 . 00 | per day with receipts |

## G. Referral and Hiring Instructions

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 * | 3. Email Address to Apply * |
|---|---|
| +1 (252) 527-0567 | lwicker@ncgrowers.org |

4. 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? * | ☑ Yes ☐ No |

## 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 653, subpart F and the requirements set forth in 20 CFR 655.122. 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 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 worksites for which the employer is requesting H-2A 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 for or secure housing for 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, 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 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, 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 housing has been inspected and approved.

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).

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).

   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 has come to work for the employer, whether in the U.S. or abroad to the place of employment. 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 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 worksite to such subsequent employer's worksite, 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 worksite to such subsequent employer's worksite, 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 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 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 worksite(s) 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 500.105 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).

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 CPR 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. 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), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate 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 hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis 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 of pay, 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 assures 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, 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 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 if the worker fails to show up for work at the regularly scheduled time and place 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 U.S. 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 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 worksite 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 worksite to the subsequent employer's worksite. 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, 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 required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 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 date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail 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 date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original 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 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 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 * | 2. First (given) name * | 3. Middle initial § |
|---|---|---|
| Wicker Jr | Harry | L |
| 4. Title * | | |
| Deputy Director | | |
| 5. Signature (or digital signature) * | | 6. Date signed * |
| Digital Signature Verified and Retained By Certifying Officer | | 12/14/2021 |

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement** *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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

## C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|---|---|---|---|---|---|
| CAMILO APOLINAR / C & J NURSERY, LLC. | 432 CLAYTON ROAD<br>ANGIER , North Carolina 27501<br>JOHNSTON | GREENHOUSES, NURSERY TREES, ORNAMENTALS | 2/11/2022 | 12/10/2022 | 6 |
| CHARLES & ANNETTE HOOD / MCLAMB NURSERY, INC. | 640 GREENLEAF ROAD<br>ANGIER , North Carolina 27501<br>JOHNSTON | FIELD GROWN NURSERY TREES, NURSERY, NURSERY TREES | 2/11/2022 | 12/10/2022 | 8 |
| TODD MCLEAN PUETT / TODD PUETT DBA MULBERRY NURSERY | 2036 GLASS ROAD<br>LENOIR , North Carolina 28645<br>CALDWELL | CHRISTMAS TREES, EVERGREENS/WHITE PINE, NURSERY, NURSERY TREES | 2/11/2022 | 12/10/2022 | 2 |
| MELTON E. "SKIP" VALENTINE / VALENTINE LAND LLC | 402 E PARK AVE<br>TARBORO , North Carolina 27886<br>EDGECOMBE | CORN, COTTON, MILO, NURSERY TREES, ON PERSONAL PROPERTY ONLY, PLANTING PINE SEEDLINGS, SUNFLOWER/SEED/OIL/FLOWERS | 2/11/2022 | 12/10/2022 | 2 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



**FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-21344-758367 Case Status: Full Certification Determination Date: 01/12/2022 Validity Period: _____ to _____

## D. Additional Housing Information

| 1. Type of Housing * | 2. Physical Location * | 3. Additional Housing Information § | 4. Total Units * | 5. Total Occupancy * | 6. Applicable Housing Standards * |
|---|---|---|---|---|---|
| HOUSE | 3904 MULBERRY CREEK ROAD<br>LENOIR, North Carolina 28645<br>CALDWELL | S36242 - PUETT, TODD MCLEAN / TOO PUETT DBA MULBERRY NURSERY | 1 | 2 | ☑ Local<br>☑ State<br>☑ Federal |
| HOUSE | 5222 HWY 122 N<br>SPEED, North Carolina 27856<br>EDGECOMBE | S34462 - VALENTINE, MELTON SKIP / VALENTINE LAND LLC | 1 | 2 | ☑ Local<br>☑ State<br>☑ Federal |
| MOBILE HOME | 452 CLAYTON ROAD<br>ANGIER, North Carolina 27501<br>JOHNSTON | S29942 - APOLINAR, CAMILO / C & J NURSERY | 1 | 6 | ☑ Local<br>☑ State<br>☑ Federal |
| MOBILE HOME | 3115 HANNAH CREEK ROAD<br>BENSON, North Carolina 27504<br>JOHNSTON | S35642 - APOLINAR, CAMILO / C & J NURSERY | 1 | 8 | ☑ Local<br>☑ State<br>☑ Federal |
| HOUSE | 3109 OLD FAIRGROUND ROAD<br>ANGIER, North Carolina 27501<br>JOHNSTON | S29682 - HOOD, CHARLES & ANNETTE / MCLAMB NURSERY, INC | 1 | 8 | ☑ Local<br>☑ State<br>☑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |
| | | | | | ❑ Local<br>❑ State<br>❑ Federal |

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

a. Job Offer Information 1

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Deductions from Pay |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Any items voluntarily purchased by the worker from the grower would be at cost and not result in a profit to the grower.
The employer will make the following deductions from the Worker's wages: All deductions required by law, including, but not limited to, FICA taxes, Federal & State Income taxes, court & administratively ordered garnishments & other withholdings as well as for repayment of cash advances & repayment of loans, repayment of overpayment of wages to the Worker, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear & tear) or loss of equipment or housing items where it is shown that the Worker is responsible, & any other reasonable deductions expressly authorized by the Worker in writing.

b. Job Offer Information 2

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Additional Information Regarding Job Qualifications/Requirements |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION B ETA 790A/H-2A Clearance Order Addendum C Section B.2 Required Work Experience Addl Disclosure
EXPERIENCE REQUIREMENT: Applicants are required to have a minimum one month verifiable experience working in field grown tree nursery or field & container grown nursery stock - grading, sizing, & pruning mostly trees with some limited bushes & shrubs according to well established nursery standards. Workers should be able to hand dig small, medium & large sized trees with dirt covered root ball & then securely wrap the root ball with burlap & secure it with large, job specific, employer provided pinning nails so that the tree can be moved & transplanted successfully by the purchasing customer, providing the tree & shrubs the very best chance of survival from harvest shock. Worker should be able successfully tie tops of trees using string & be able to utilize metal wire baskets on larger tree sizes. Grading & pruning trees is critical work.

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

c. Job Offer Information 3

| 1. Section/Item Number * | D.10 | 2. Name of Section or Category of Material Term or Condition * | Additional Housing Information |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION D ETA 790A/H-2A Clearance Order ? Addendum C ? Section D.10 ? Housing ? Add?l Disclosure
Housing Terms & Conditions:
Housing will be provided at no cost to workers who live beyond commuting distance & are unable to reasonably return to their place of residence the same day. Housing is not provided & is not available to non-workers. Housing Locations Throughout NC.See Addendum B For Locations Of NCGA Joint Employers Included In This Application.

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 |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION G ETA 790A/H-2A Clearance Order Addendum C Section G Referral and Hiring Instructions Addl Disclosure
The referral under this job order from the Applicant Holding Office is to be made to:
Jay Hill NCGA P. O. Box 399 Vass, NC 28394 Tel.(252)527-0567
EXPERIENCE REQUIREMENT: Applicants are required to have a minimum one month of verifiable experience working in greenhouse, field & container grown nursery stock grading, sizing, pruning, plants, shrubs & trees according to well established nursery standards.
Workers are screened for compliance with the following criteria:
Confirm ability, availability, qualifications & willingness to perform work described & confirm intention to work for entire season.
Local workers confirm availability of reliable daily transportation to & from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work.
Confirmation of full disclosure of all terms & conditions & nature of work- job description by local employment service staff.
Affirmative confirmation of legal qualifications to work in the US as described below.
Growers will accept referrals or applications from any source. All local & intrastate(in state) applicants may be referred by the NC State Workforce Agency (NC SWA) directly to the NCGA for interview or interested applicants may contact NCGA directly. Interview hours are 8:00 AM - 12:00 PM Monday through Friday, except for federally recognized holidays. Although not required, all interstate(out of state) applicants interested in this job offer are strongly encouraged to solicit the assistance of the nearest local employment services (SWA) in their state for a referral to NCGA to insure full disclosure of the terms & conditions, & to confirm employment starting date prior to departing for NC. This will help to avoid confusion & mistakes. Interstate SWAs are strongly encouraged to contact the North Carolina Department of Commerce Division of Employment Security Agricultural Services Central office in Raleigh N.C. at (919) 814-0544 prior to contacting the NCGA to confirm the terms, conditions & start date of the job. Workers referred by SWAs should be fully apprised by the local employment office of the terms, conditions & nature of employment prior to referral. Only workers legally entitled to work in the United States & who possess original identity & employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration & Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to go to work. Employees must present an original document or documents that establish identity & employment eligibility as required by the INA within three business days of the date employment begins. Please see the back of the form I-9 for a list of acceptable document(s). Employees who do not comply with this requirement by the end of the third work day will not be permitted to continue employment until this requirement has been satisfied.
The employer may terminate the worker (foreign &/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety & living conditions of other workers.
Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence & transportation.

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

e. Job Offer Information 5

| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION F  ETA 790A/H-2A Clearance Order ? Addendum C ? Section F? Transportation and Daily Subsistence ? Add?l Disclosure
In accordance with the regulations found at 20 CFR 655.122(h)(1-4) the following paragraphs under section F are the terms & conditions, in their entirety, related to the transportation benefit & related subsistence benefit, when applicable, provided under this clearance order filed in conjunction with a future H-2A Labor Certification Application.

f. Job Offer Information 6

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Continued-  Pruning, if done incorrectly, can take years for the trees to grow out of the damage, causing the grower significant economic damage. Workers must have at least one month verifiable ball & burlap (B & B) experience & one month experience pruning trees based on verbal instruction from supervisor.

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

g. Job Offer Information 7

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Housing |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION D ETA 790A/H-2A Clearance Order ? Addendum C ? Section D.10 ? Housing ? Add?l Disclosure
Housing Terms & Conditions:
Continued- If a worker entitled to employer-provided housing elects not to live in the employer-provided housing, the worker must make this election in writing on a form provided by the employer. The following paragraphs describing the terms & conditions of housing apply only to workers occupying housing provided by the employer.
The housing provided varies according to location, & includes individual frame or masonry houses, mobile homes/trailers, apartment-style buildings & dormitory-style buildings, & or motel rooms depending on location. The location of employer-provided housing varies with the location of the work assignment. The NCGA is a joint-employer association & workers are subject to transfer as the work requirements of the association?s members dictate. Thus, workers may be required to change housing accommodations during the season. If necessary, daily transportation will be provided at no cost from employer-provided housing to the daily work site & return for workers who occupy employer-provided housing. Workers who occupy employer-provided housing may have mail directed to them at the employer?s address on the attached addendum, & will be provided a name & telephone number for use in contacting the worker in case of emergency. This information will be posted at the housing facility.
Housing capacity is strictly regulated by the US Department of Labor, & no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. Workers provided housing by the employer who are transferred to new employment will be provided housing during the period between jobs, if any.All housing is group housing in which all workers will share kitchens & common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members employed at the farm or with other females. Sex-segregated toilets will be provided when necessary.
There is no charge for housing or utilities to eligible workers provided housing by the employer. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear & tear, the reasonable repair or replacement cost of damaged or lost property will be deducted from the worker?s wages. Employer-provided housing is equipped with kitchen facilities, cooking utensils & similar items for the use of residents. Kitchen facilities & utensils will be shared by all residents of the housing unit. In some instances a general kitchen may be provided with a central cook. Special circumstances will be disclosed in writing.
Housing will be kept clean & in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy.

h. Job Offer Information 8

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Housing |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION D ETA 790A/H-2A Clearance Order ? Addendum C ? Section D.10 ? Housing ? Add?l Disclosure
Housing Terms & Conditions:
Continued-Occupants must cooperate with the employer & other workers in maintaining the housing unit in a clean condition & good repair. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.
Access to housing by Job Service outreach workers & other authorized government personnel in the exercise of their official duties is permitted. Non-governmental outreach workers, social service providers & other visitors will be permitted in the common area & other parts of the housing premises provided their presence does not disrupt nor interfere with the right of quiet enjoyment of other residents. Where there is no common area, the employer will ensure that an appropriate location at the place of employment for such visits is provided. Visitors who disrupt residents? quiet enjoyment of their housing will be required to leave the premises. Commercial solicitation will not be permitted. Visitors soliciting or engaging in illegal activity will be reported to law enforcement authorities & required to leave the premises.
The housing provided is group housing. All residents must be mindful of the right of other residents for quiet enjoyment of the housing. For the protection of the employer & the employer?s property, & to assure the comfort of all residents, the employer has developed housing rules which are posted in all housing units. All residents & visitors will be required to comply with these housing rules. Violators of the housing rules will be subject to disciplinary action, up to & including termination of employment & removal from the housing.

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

i. Job Offer Information 9

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - 3/4 Guarantee |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION H
ETA 790A/H-2A Clearance Order ? Addendum C ? Section H ? Add?l Material Terms and Conditions of Job Offer ? Add?l Disclosure
Three-Fourths Guarantee Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the period during which the work contract & all amendments thereto are in effect, beginning with the first workday after the workers' arrival at the assigned Employers place of employment & the worker is ready, willing, able, & eligible to work & ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as provided in paragraph C below. For purposes of this guarantee, a "workday" consists of seven (7) hours daily Monday through-Friday & five (5) hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Washington's birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; & Christmas Day, December 25. On certain of these days, work may be available. If, at the conclusion of the work agreement, the worker has been offered less employment than required under this guarantee, the employer will pay the worker, at the worker's average hourly rate for the hours actually worked by the worker, for those hours in addition to the hours of work offered, required to fulfill the guarantee. In determining whether this guarantee of employment has been fulfilled, the employer will count as hours of work offered all hours actually worked. In addition the employer may count hours of work offered all hours for which work was offered & not worked which do not exceed a total of hours worked & hours offered but not worked of the normal work hours. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible U.S. workers who apply during the first 50% of the employment period in accordance with the rule at 20 CFR 655.122(i)(4).

j. Job Offer Information 10

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - CI, First Week Guarantee, Wage Statements |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION H
ETA 790A/H-2A Clearance Order ? Addendum C ? Section H ? Add?l Material Terms and Conditions of Job Offer ? Add?l Disclosure
Contract Impossibility The work contract shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God or weather condition which makes fulfillment of this contract impossible as determined by the CO under the regulation at 20 CFR 655.135(d). In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker consistent with existing immigration law. If such transfer is not affected, the workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for the employer. In the event of such termination, the guarantee described in paragraph B ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.
Frequency of Pay. The payroll period shall be weekly. Workers will be paid weekly.
First Week Guarantee for US Workers Referred Through Employment Service Clearance System In accordance with the regulations governing agricultural clearance orders at 20 CFR 653.501(c)(3)(i) the employer will provide a U.S. worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, specified in Section A. Item 3 of the ETA Form 790 unless the employer has amended the date of need by notifying the local NCESC office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system the hourly AEWR Wage Rate for the first week starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days & no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor & farm maintenance activities including cutting ditch banks & hedge rows, cutting fire wood, fence mending & the repair & maintenance of farm buildings & equipment as instructed by the employer.
Wage Statements and Earnings Records The Employer will furnish to the worker, on or before each payday one or more written statements showing 1. The worker's total earnings for the pay period; 2. The workers applicable hourly rate &/or piece rate; 3. In accordance with the 3/4 guarantee described in preceding paragraph B. (if applicable) the hours of work which have been offered to the worker; 4. The total hours actually worked by the worker; 5. An itemization of all deductions made from the worker's wages; 6. The employer's name, address & IRS identification number; & 7. The worker?s net pay.

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

k. Job Offer Information 11

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Discipline, Duty to Notify When Leaving |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION H
ETA 790A/H-2A Clearance Order ? Addendum C ? Section H ? Add?l Material Terms and Conditions of Job Offer ? Add?l Disclosure
In general, with respect to item j above, in the context of this job offer & job description, insubordination will be considered to be any willful or intentional failure to obey a lawful & reasonable request or order from the farmer, the supervisor, or a staff member of NCGA with appropriate authority. The basic elements of insubordination are as follows: 1.) A reasonable & lawful direct order was issued to the employee, either verbally or in writing, by the farmer, the supervisor, or an NCGA staff member with appropriate authority, 2.) Employee received the order orally or in writing & communicated confirmation of understanding of the order, & 3.) Employee refused to obey the order directly through an explicit statement of refusal or through non-performance.
Duty to Notify - Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete & accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement are terminated immediately & will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with these employer. For workers who resign their employment voluntarily, the employer will consider & evaluate special circumstances & hardship cases on a case by case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered & eligible for exemption to the no complete - no rehire policy. Foreign H-2A workers, subject to the regulation at 20 CFR 655.135(i)(1-2), are hereby put on notice that they must leave the U.S. at the end of the certified period of employment & any extensions granted by US DOL/US DHS, or separation from the employer, whichever is earlier, as required under paragraph (i)(2) of this section, unless the H-2A worker is being sponsored by another subsequent H-2A employer. By US DHS, regulation a foreign worker may not remain beyond their authorized stay, as determined by US DHS, nor beyond separation from employment prior to completion of the H-2A contract, absent an extension or change of such worker?s status under DHS regulations. See 8 CFR 214.2(h)(5)(vii) & 8 CFR 214.2(h)(5)(viii)(b) for the actual DHS regulatory language.

l. Job Offer Information 12

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Miscellaneous |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION H
ETA 790A/H-2A Clearance Order ? Addendum C ? Section H ? Add?l Material Terms and Conditions of Job Offer ? Add?l Disclosure
Discipline The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in this document.
Injuries: Worker will be covered by North Carolina Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of & in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. Workers must report all injuries & illnesses to their employer & the North Carolina Growers Association immediately at (910) 245-2969. Failure to do so may result in termination. NCGA grower members specifically & individually attest that they will renew their workers compensation insurance policy if it is set to expire during the period covered by the labor certification in a timely manner so that there is no lapse in coverage.
Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation & subsistence expenses to the Worker.
Employer Notification of Changes in Employment Terms & Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms & conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted written notice/disclosure to the Worker & approval of the OFLC certifying officer.
Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 & 20 CFR 653.501.
Demonstration: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications & to demonstrate proper harvest methods & other crop specific issues such as particular grading specifications. After completion of the demonstration period, the employer will expect all workers to possess the skills to work in the production of the crops described in Section A. Item 8.a & Addendum C. Applicants who go to work will be subject to continuous evaluation by the employer throughout the entire period of employment. The employer will monitor & evaluate applicant(s) performance of required tasks. If the performance is not acceptable to the employer in its sole discretion, then the worker will be given substantive instructions, followed by warning notices as appropriate, & finally termination of employment for lawful job-related reason(s) described elsewhere in these documents.
Work Agreement: A copy of the contract or Job Clearance Order & work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences. For H-2A workers, the job contract will be provided to each worker no later than the time at which the H-2A worker applies for the visa in compliance with 20 CFR 655.122(q).

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

m. Job Offer Information 13

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Miscellaneous |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION H
ETA 790A/H-2A Clearance Order ? Addendum C ? Section H ? Add?l Material Terms and Conditions of Job Offer ? Add?l Disclosure
Job Assignments Under NCGA Joint Employer Association Applications The worker will be assigned to be employed under the terms of the Agreement at the farming operation of one or more Grower Members of the Association. The Worker will be informed of the name & address of the first Grower Member on or before the first day of his Period of Employment hereunder. Where possible local US workers will be assigned to local jobs, however, if it is necessary for workers to travel to the job & to be housed by the grower, they will be assigned where the need is greatest at the time of referral/application. Worker will be advised of the name & address of any subsequent Grower Member(s) by whom he is employed at the time of such transfer(s).
Association Travel Coordination Assistance for U.S. Workers If a sufficient number of U.S. workers are available at the same time & place to come to work for the Employer, the NCGA, as part of its recruitment/positive recruitment pursuant to 20 CFR 655.135(c-d) 20 CFR 655.154(a-d), will assist in coordinating group in-bound transportation arrangements (such as assistance in arranging for group purchase of bus tickets, charter bus service, or other arrangements or assistance, as appropriate). Workers will be responsible for paying the cost of such transportation pursuant to Section F of this Job Order.
Equal Opportunity Statement of Commitment NCGA & its member growers are equal opportunity employers & agree to comply with the assurance in the regulation at 20 CFR 655.135(a). All qualified eligible U.S. workers, especially women & minorities, are encouraged to apply for these jobs during the positive recruitment period & through the first 50% of the employment period in accordance with the rule at 20 CFR 655.135(d).
No Strikes or Slowdowns There are no strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed in compliance 20 CFR 655.135(b).
No Commissions Statement of Compliance For workers covered by MSPA there are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers.
General SUBSTANCE ABUSE POLICY: The NCGA will strive to provide a safe & healthful work environment, free of substance abuse, for the protection of our members & their employees & visitors. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be required to take drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

n. Job Offer Information 14

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Work Rules |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

WORK RULES The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, cell phone use and the maintenance of all property.
1. Workers who perform fraudulent or sloppy work, as defined under Job Specifications, will be suspended without pay for the remainder of the workday or for up to three days in the sole judgment of the supervisor, depending on the degree of infraction, the worker?s prior record and other relevant factors. Discharge of the worker may result from any subsequent offense. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provisions of the work contract.
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals) and will be CAUSE FOR IMMEDIATE TERMINATION ; workers may not report for work under the influence of alcoholic beverages or illegal drugs and violation will be CAUSE FOR IMMEDIATE TERMINATION. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be CAUSE FOR IMMEDIATE TERMINATION. Transporting alcohol in employer vehicles is prohibited.
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences and/or tardiness are defined as: Five (5) consecutive workdays of unexcused absences and/or tardiness or seven (7) work days in a period of (30) thirty days of unexcused absences and/or tardiness. Violation will be CAUSE FOR IMMEDIATE TERMINATION. Workers must report at assigned time and place each workday as directed by the grower or supervisor.
4. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on employer?s premises. Trash and waste receptacles must be used.
5. Workers may not take unauthorized breaks from work. This includes personal cell phone calls during work hours.
6. Workers may not leave the field or other assigned work area without permission of grower or supervisor in charge.
7. Workers may not enter employer's premises without authorization.
8. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless expressly authorized by the employer.
9. Workers may not deliberately restrict production.
10. Any worker who verbally or physically threatens another worker, the farmer or any supervisor with or without any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE.

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

o. Job Offer Information 15

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Work Rules |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Work Rules Continued-
11. WORKERS MAY BE DISCHARGED for fighting on the employer's premises, including housing premises, at any time.
12. Workers may not post or remove any notices, signs, or other instructions or documents from the employer's bulletin boards or the employer's property without specific authority from the employer.
13. WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.
14. Workers may not falsify identification, personnel, medical, production or other work-related records. VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.
15. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.
16. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
17. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY
18. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and North Carolina Growers Association (NCGA) as soon as is reasonably possible. UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.
19. Workers must follow supervisor's instructions.
20. Workers may not commit acts of insubordination - failure to regard authority.
21. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law or engage in any behavior creating a cause of action or potential cause of action for a civil lawsuit for damages against the employer.
22. No firearms or any other weapons may be brought on the employer?s premises by the worker at any time.
23. Workers may not engage in horse play, scuffling, throwing things, wasting time, or loitering during work hours. Workers may not engage in bullying or harassment at anytime including verbal, physical, sexual.
24. Workers may not use cell phones, theirs or the employers, for personal use during the work period. Workers may carry and are encouraged to use cell phones in case of a bona fide emergency.
25. Workers will be expected to perform their duties in a timely and proficient manner without close supervision
26. Workers must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired.
27. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions.
28. Workers will be charge for reasonable costs related to the worker?s refusal or negligent failure to return property of the employer or due to such worker?s willful damage or destruction of such property.

p. Job Offer Information 16

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Work Rules |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Work Rules Continued-
29. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the workers' supervisor.
30. Workers must be able to move quickly along the rows and move in unison with the field sleds.
31. All personal Entertainment devices Prohibited at Work- Do Not bring these items with you to work.

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

q. Job Offer Information 17

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Housing Rules |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

HOUSING RULES The housing described in the context of this Agricultural Clearance Order, ETA 790 Section D, and Addendum C is temporary in-season housing provided for eligible agricultural workers employed by the employer who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer?s property, and to assure the comfort, quiet enjoyment and safety of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.

1.Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor. Workers may not reassign themselves nor switch housing assignments with other workers.

2.Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants.

3.No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit.

4.Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers are prohibited from modifying housing structures in any way or building any type of structure on the employer?s property including the area surrounding the housing.

5.Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.

6.Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.

7.No cooking is permitted in sleeping rooms or any other non-kitchen areas.

8.Occupants are forbidden from removing batteries from smoke detectors for any reason. VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.

9.Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids MUST remain on these receptacles at all times as required by law.

10.Workers living in employer?s housing may not entertain guests in or on housing premises after 10:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday.

r. Job Offer Information 18

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Housing Rules |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Housing Rules Continued-

11.Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. Sunday through Friday, nor after 11:00 p.m. on Saturday.

12.Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing.

13.Any worker who verbally or physically threatens to harm another person with or without any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE.

14.No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.

15.Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.

16.Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees.

17.Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.

18.Occupants must not deface, damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair of replacement costs of the damaged or lost property may be deducted from the worker?s wages.

19.WORKERS WILL BE DISCHARGED for stealing from the employer or from other workers.

20.The use or possession of illegal drugs will be cause for immediate termination and removal from the housing. Excessive consumption of alcoholic beverages that impairs the workers ability to perform the work for which they were hired or drunkenness on farm premises, including housing and grounds, is prohibited.

21.Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.

22.Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law, or engage in any behavior creating a cause of action or potential cause of action for a civil lawsuit for damages against the employer.

## 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 - Discipline |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION H
ETA 790A/H-2A Clearance Order ? Addendum C ? Section H ? Add?l Material Terms and Conditions of Job Offer ? Add?l Disclosure
Discipline &/or Termination: Employer may discipline &/or terminate the worker for lawful job-related reasons & so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited & hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the demonstration period to perform the work as specified in Section A. Item 8.a & Addendum C, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited & hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) falsifies identification, personnel, medical, production or other work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety & living conditions of other workers. Workers may be required to take a drug &/or alcohol test at no cost to the worker. Testing positive will result in immediate termination. Testing is not part of the application/interview process and will occur after employment begins.
In general, with respect to item b above, in the context of this job offer & job description ?serious act(s) of misconduct? includes but is not limited to: Theft from the farmer or other workers; fighting, assault; fraud?falsifying work related records; being intoxicated at work on drugs (abuse of prescribed drugs or illegal drugs) or alcohol; disobeying a lawful & reasonable instruction given by the farmer or supervisor; repeated acts of misconduct for which the employee has been warned; abusing or threatening another employee, the supervisor, farmer, or any other person either verbally, mentally, or physically; bullying or harassment (including verbal, physical, sexual); willful or malicious damage to employer?s property or another worker?s property; willful failure or repeatedly refusing to carry out a lawful or reasonable instruction that is consistent with the terms & conditions of this job offer & job description; willful failure in the performance of the duties described herein to exercise the appropriate degree of care or caution considered reasonable under the circumstances resulting in an injury to the worker, another worker, supervisor, farmer or any other person, or in damage to the crops or farm tools & equipment; taking deliberate action that causes the employer to be out of compliance with the law; removing or misusing any employer property. A serious act of misconduct in the workplace is, in general, characterized as an objectionable action that is willful & cannot be described as a mistake or an act of negligence.

t. Job Offer Information 20

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - -Drug Screen and Background Check |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers May Be Required To Take A Drug &/or Alcohol Test At No Cost To The Worker. Testing Positive Will Result In Immediate Termination. Testing Is Not Part Of The Application/Interview Process And Will Occur After Employment Begins.

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

u. Job Offer Information 21

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - Grievance Procedure, Miscellaneous |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION H
ETA 790A/H-2A Clearance Order ? Addendum C ? Section H ? Add?l Material Terms and Conditions of Job Offer ? Add?l Disclosure
H. Grievance and Arbitration Procedure: As required by Department of Labor regulations, all workers (foreign or domestic) have a right to file a grievance or complaint with the nearest local office of the North Carolina Department of Commerce ? Division of Employment Security, as described in 20 CFR 658, Subpart E (Job Service Complaint System). As an option, the North Carolina Growers Association and its grower members also provide a grievance and arbitration procedure available to all workers (domestic and/or foreign) for the resolution of grievances involving Covered Rights arising out of employment under this clearance order. This procedure is established for workers, at no cost to the worker, to use for the resolution of complaints not made through an administrative process (such as through the Job Service Complaint System, the North Carolina Department of Commerce ? Division of Employment Security, the U.S. Department of Labor, the Equal Employment Opportunity Commission, etc.). Employees must agree to use this procedure as an alternative to filing suit in local, state or federal court as a condition of employment. If a timely filed grievance under the NCGA procedure involving a Covered Right is not resolved to the satisfaction of the worker and/or has not been referred to a government agency, the worker may request confidential, binding arbitration of the grievance as the worker?s sole remedy. A Covered Right under the grievance and arbitration procedure is defined as a violation of statutory or common law rights, such as discrimination, harassment, or retaliation based on race, sex, national origin, color, religion, age, or disability; wrongful termination or constructive discharge; workers? compensation retaliation, denial of medical leaves under any law, including the Family and Medical Leave Act; common-law torts based on negligence or intentional acts; breaches of contract; ?right to work ? violations; and disputes regarding pay, including claims under the Fair Labor Standards Act and any applicable state wage and hour law. The grievance and arbitration procedure described in this paragraph will be provided through either an Association-funded process under which the Association will pay all fees and expenses of the arbitrator or, if applicable, pursuant to the terms of a union Collective Bargaining Agreement (CBA) if a CBA is in effect. Please contact NCGA for specific details.

v. Job Offer Information 22

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - Pay deductions continues |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Any items voluntarily purchased by the worker from the grower would be at cost and not result in a profit to the grower.

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

w. Job Offer Information 23

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - pay deductions |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

ETA 790A/H-2A Clearance Order ? Addendum C ? Section A.11 ? Deductions From Pay ? Add?l Disclosure

The employer will make the following deductions from the Worker's wages: All deductions required by law, including, but not limited to, FICA taxes, Federal and State Income taxes, court and administratively ordered garnishments and other withholdings as well as for repayment of 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) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other reasonable deductions expressly authorized by the Worker in writing, subject to the following.

Specifically, with respect to a union membership card that includes a payroll deduction authorization expressly authorized by the Worker in writing to make deductions for union dues from the Worker?s wages in accordance with North Carolina state law requirements, the NCGA grower member may on a voluntary basis, but is not required, to make deductions from the Worker?s wages for the purposes of paying union dues and to remit such dues deductions to the union in accordance with the Worker?s instructions in the Worker?s signed authorization to deduct such dues. The NCGA grower member will provide the Worker a written record of any such deduction in the weekly wage statement provided to the worker in compliance with the applicable H-2A regulations at 20 CFR 655.122(k). Under current North Carolina state law, NCGA grower members may not be required to make union dues deductions and remittances pursuant to an agreement, and this statement that such deductions and remittances may be made if an individual NCGA grower member chooses to do so, on a voluntary basis, is not and shall not be understood to be an agreement by any NCGA grower member to do so. NCGA growers who voluntarily elect to deduct and remit union dues may decide to stop, or, conversely, an NCGA member who has elected not to deduct and remit union dues may decide, on a voluntary basis, to begin deducting and remitting union dues. Deductions from pay may be made for payment of the Worker's portion for any Employer-sponsored health care benefit that may be offered to the Worker for the Worker and the Worker's dependents that the Worker chooses to purchase. The Worker will not be required by the Employer to purchase any health care benefit that may be offered and may choose to state in writing that the Worker declines to purchase any such Employer-sponsored health care benefit. If the Worker timely chooses to purchase any such health care benefit, at the time the Worker states his or her desire to purchase such a health care benefit by completing and submitting any required written application any such health care benefit, the Worker also will be required to authorize a once-a-month deduction from the Worker's wages to pay the Worker's portion of the monthly insurance premium. Such authorization by a Worker for the Employer to make a once- a-month deduction from wages, that is for the deduction to be made from wages paid on one payday per month, to pay the Worker's share of the health benefit premium must be made in writing and signed by the Worker. The Worker's decision to decline or to accept the opportunity

x. Job Offer Information 24

| 1. Section/Item Number * | A.11 | 2. Name of Section or Category of Material Term or Condition * | Pay Deductions - pay deductions continues |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

to purchase any health care benefit that may be offered (including the Worker's authorization to the Employer to continue deductions from wages for the Worker's share of each monthly premium as may be required by applicable law or by the insurance carrier or by both) will likely be irrevocable for the remainder of the benefit plan year for which the offer and acceptance are made, absent a "qualifying event" affecting the Worker. Information concerning the amount that the Worker must pay as the Worker's share of the premium cost in order to purchase a health care benefit will be provided in writing if such a plan is offered. Benefits offered under any health care plan, if offered, and other terms under which any such plan will be offered will be governed by the terms of any such health care plan, the requirements of any insurance company or third-party administrator as well as by payroll administration requirements. No deduction not required by law will be made that brings the worker's hourly earnings below the FLSA Federal statutory minimum wage, except and unless, as allowed by law.

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

y. Job Offer Information 25

| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Continued- Conditional Inbound Transportation & Subsistence Benefit Reimbursement
For workers eligible for the inbound transportation & subsistence reimbursement benefit, the Employer will reimburse workers who complete 50 percent of the work contract period & who are beyond commuting distance the reasonable cost of transportation & subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has come to work for the employer to the employer?s place of employment or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical & reasonable common carrier transportation cost for the distance involved, whichever is less, unless the worker is transferring to the NCGA job (with proper status) from another certified farm, if applicable, from within the United States (which will be the point of departure for calculating the reimbursement unless the previous employer has already paid). The employer reserves the right to assist in coordinating charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation or the most economical & reasonable common carrier transportation cost for the distance involved, whichever is less. Workers are always free to choose their own means of inbound transportation at their own liability. Workers who arrange their own transportation understand they assume all liability & hold harmless the growers/association for any damages, injuries, personal or property losses.
Conditional Outbound Transportation & Subsistence Benefit
In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for U.S. workers who complete the work contract & are eligible for the outbound transportation benefit & the U.S. worker has no immediate subsequent H-2A employment, the Employer will provide or pay the most economical & reasonable cost of return transportation & subsistence for the U.S. worker from the place of employment to the place from which the worker came to work for the employer, except when the U.S. worker will not be returning to the original place of departure due to subsequent H-2A employment with a different employer. If the subsequent employer has not agreed to provide or pay for the U.S. worker's transportation to the subsequent place of employment, the instant Employer will provide or pay for the transportation & subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the U.S. worker originally departed to work for the employer. If the subsequent employer has agreed to provide or pay for the U.S. worker's transportation & subsistence to the subsequent place of employment the instant Employer will not provide or pay for such expenses. In order to assure the lowest available outbound transportation cost the Employer reserves the right to provide charter or other return transportation for groups of U.S. workers large enough to justify group transportation arrangements.

z. Job Offer Information 26

| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Continued- U.S. workers eligible for this benefit who decline the Association provided return charter transportation will be provided their outbound transportation & subsistence checks through the grower. In those circumstances, the grower will disburse the checks as soon as all work is completed, as determined by the Association/Employer, & the worker is ready to depart. U.S. workers may select any means of transportation home they choose, however, the reimbursement is limited to the charter cost, if available, or most economical & reasonable common carrier transportation cost for the distance involved, or the U.S. worker?s actual cost, whichever is less. U.S. workers who arrange their own transportation understand they assume all liability & hold harmless the growers/association for any damages, injuries, personal or property losses.
In compliance with the applicable regulation found at 20 CFR 655.121(h)(2), for foreign workers who complete the work contract & are eligible for the outbound transportation benefit & the foreign worker has no immediate subsequent H-2A employment & is returning to the place from which the foreign worker came to work for the instant employer, the instant Employer will provide charter bus transportation for the foreign workers from the farm where they are employed to Monterrey, Mexico, & will pay by check the most economical & reasonable cost for the foreign worker's Mexico based transportation (from Monterrey, Mexico to the place from which the foreign worker came to work for the instant employer) & will pay for subsistence from the place of employment to the place from which the foreign worker came to work for the instant employer, except when the foreign worker will not be returning to the original place of departure due to subsequent authorized H-2A employment with another employer. If the subsequent authorized H-2A employer has not agreed to provide or pay for the foreign worker's transportation to the subsequent place of employment, the instant Employer will provide or pay for the transportation & subsistence to the subsequent place of employment in lieu of providing &/or paying for such expenses from the place of employment to the place from which the foreign worker originally departed to work for the instant employer. If the subsequent H-2A employer has agreed to provide or pay for the foreign worker's transportation & subsistence to the subsequent place of employment the instant Employer will not provide or pay for such expenses. For foreign H-2A workers, subject to the applicable regulation at 20 CFR 655.135(i)(1-2), the Employer reserves the right to arrange & provide charter or other similar return transportation that will comply with the applicable Homeland Security regulations at 8 CFR 214, 8 CFR 215 & 8 CFR 274a requiring the employer to demonstrate a good faith effort to ensure the foreign workers return to their home country in compliance with the applicable laws, &, in a timely manner consistent with the expiration of the visa issued by the Consulate/State Department for the period of employment. The employer will also report workers who abscond, as applicable & appropriate, or be subject to the liquidated damages provisions of the applicable DHS regulations, & other applicable employer focused punitive penalties disclosed in law & regulation.

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

. Job Offer Information 27

| 1. Section/Item Number * | F.2 | 2. Name of Section or Category of Material Term or Condition * | Inbound/Outbound Transportation - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Continued- Foreign workers eligible for the outbound transportation benefit who decline the Association provided return charter transportation will be issued payment for only the Mexico in-country leg of their outbound transportation (from Monterrey, Mexico to the place from which the foreign worker came to work for the instant employer) along with the complete subsistence amount & the checks will be issued by their grower prior to departure. In those circumstances, the grower will disburse the checks at the time all work is completed, as determined by the Association/Employer, & the worker is ready to depart. In the limited instances when the Employer determines charter transportation is not economically feasible due to insufficient numbers of departing H-2A workers & the Employer elects to pay for the domestic leg of outbound transportation, in lieu of providing charter transportation, the Employer will pay only the foreign worker's actual transportation cost or, by regulation at 20 CFR 655.122(h)(1), the amount not to exceed the most economical & reasonable common carrier transportation cost for the distance involved, whichever is less. Foreign workers who arrange their own transportation understand they assume all liability & hold harmless the growers/association for any damages, injuries, personal or property losses.

The employer will not reimburse, pay for &/or provide transportation & subsistence to a worker who does not provide documentation of identity & employment eligibility required to complete Form I-9, or who has knowledge at the place of recruitment that he cannot perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation & subsistence under this agreement if the worker is terminated because of work related injury & is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 50% rule in 20 CFR 655.122(i)(4).

Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.122(h)(1-2), which refers to 20 CFR 655.173(a). As published in the Federal Register, NCGA & its members will pay the applicable subsistence reimbursement at a rate of $13.17 per day in the absence of receipts submitted by the worker qualified for the benefit. With receipts, payment is capped at $55.00 per day for this conditional benefit. The Employer will not advance transportation & subsistence costs to the place of employment for any worker.

. Job Offer Information 28

| 1. Section/Item Number * | F.1 | 2. Name of Section or Category of Material Term or Condition * | Daily Transportation - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Continued- The Employer will offer transportation to & from the daily work site (from grower provided housing to field or other worksite & return) at no cost to the workers entitled to the housing benefit described in Section D of the ETA Form 790/ Addendum C. For US workers who commute to work daily, the grower will offer free on farm transportation during the workday. Commuting U.S. workers understand that it is their responsibility to get to work on time each day work is available & that they solely assume all liability & costs for their personal transportation to & from work each day & at work if they voluntarily choose to drive. The use of employer provided daily transportation by workers, as described in this paragraph, is voluntary; no worker is required as a condition of employment to utilize the daily transportation on the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite & return. Workers are always free to choose their own means of transportation at their own expense & liability. Workers who arrange their own transportation understand they assume all liability & hold harmless the growers/association for any damages, injuries, personal or property losses. Please note that most growers, not all, have agricultural commodities in more than one county. Some growers have commodities in multiple counties.

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

. Job Offer Information 29

| 1. Section/Item Number * | E.1 | 2. Name of Section or Category of Material Term or Condition * | Meal Provision - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Continued- Workers are not required to eat the provided meals and are free to choose their food source at their expense. If a worker who is offered 3 meals a day because kitchen facilities are not available declines the employer-provided meal program, the worker must make this election in writing on a form provided by the employer.

. Job Offer Information 30

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

SECTION A ETA 790A/H-2A Clearance Order ? Addendum C ? Section A.8.a ? Job Duties ? Add?l Disclosure
Workers will be expected to perform various activities in a commercial nursery. Workers will plant, cultivate, & harvest container & field grown trees, bushes & shrubs digging by hand ball & burlap. ALL production outside. Employees will plant, prune, spray, harvest trees according to supervisors instructions. Will water, fertilize, trim, pinch, weed, load, & more. All work according to supervisors instructions. Specific instructions & close supervision will be provided by the farm owner &/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely & proficient manner & will have close supervision to insure adherence to instructions. Work will be closely monitored & reviewed for quality. Much More - See Addendum C To ETA-790 Section A.8.a For Comprehensive Disclosure. Must be able to lift up to 65 pounds throughout the entire workday. DESCRIPTION OF WORK: Workers will be performing tasks in a commercial horticultural nursery growing shrubs, bushes & trees in fields & infield grown containers planting, cultivating & harvesting many different varieties. In addition to planting, cultivating & harvesting workers will also be spraying approved chemicals to control pests, weeds & diseases, pinching, pruning, fertilizing, watering, rooting, loading, transporting, discarding, rotating, grading, storing, & loading & shipping nursery stock according to supervisor?s instructions. Harvesting includes digging up products, balling & securing delicate dirt & root systems in burlap secured with rope, pins or wire, to be stored until ready for shipment in farm staging area. Grading is done by size, shape & quality. Products are measured & tied for storage & shipment. Duties performed in the field will be sporadic throughout the contract due to the various duties, i.e., planting, pruning, etc. Workers will be required to spray pesticides & herbicides based on demonstration, instructions. Employer will issue appropriate Personal Protective Equipment as appropriate. Worker must be able to carry a loaded 50 lb. back pack sprayer throughout the entire work day. Between harvesting, workers will be required to perform duties to prepare crop for marketing. Workers will also unload supplies from trucks or wagons into fields for transplanting, fertilizing, etc. This work is physically challenging & will be performed in varying weather conditions including, but not limited to hot, humid, cold, rain, sleet, & snow.
Specific instructions & close supervision will be provided by the farm owner &/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely & proficient manner & will have close supervision to insure adherence to instructions. Work will be closely monitored & reviewed for quality.
GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work is considered heavy labor?worker must be able to consistently lift up to 65 pounds throughout the workday. Work may be performed during hot, humid, light rain, snow, sleet, freezing rain & in temperatures ranging from 95+ degrees to 20 degrees F. Workers will work on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks

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

. Job Offer Information 31

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Continued - on any day or to multiple tasks during the same day in the sole judgment of the employer. Worker must be able to lift 65 lbs. & be able to carry that load for short distances on a consistent basis throughout the work day. Workers may also be asked periodically to operate a tractor or skid steer loader, on a limited & incidental basis, as is the norm, in growing commercial tree nursery crops. All workers must be able to work around such moving equipment as necessary in a safe manner. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, cleaning & repairing farm buildings, grounds, set up & move irrigation pipes & equipment, gardening. All other duties assigned under this order will be those duties of Farmworker, Horticulture under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092. This is a very demanding & competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot & will not be tolerated.

Job specifications can change, from time to time, during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day?s work. Specific instructions & close supervision will be provided by the farm owner &/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely & proficient manner & will have close supervision to insure adherence to instructions. Work will be closely monitored & reviewed for quality.

Worker must possess requisite physical strength & endurance to repeat the harvest process throughout the workday, working quickly & skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace & make bona fide efforts to work efficiently & consistently that are reasonable under the climatic & other working conditions. Workers may not leave trash or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap & water after all bathroom & meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc. may affect workers ability to perform the work described herein. Workers should be physically able to do the work described with or without reasonable accommodation.

Worker may never ride on agricultural equipment not designed for work related riding purposes or any other non passenger intended equipment unless instructed & authorized by the employer or supervisor to do so. All work related injuries must be immediately reported to the crew leader, foreman, or supervisor. If requested, worker must sign a document daily to confirm whether or not they have been injured & other work related information. Worker may not engage in horseplay or other disruptive or discourteous behavior at work, in housing or while riding on employer provided transportation. Workers must treat fellow employees & their foremen/supervisor with courtesy & follow their directions/instructions. Workers must comply with attached work rules & other lawful job related work requirements as disclosed. The employer will provide without charge to the worker the tools, supplies & equipment necessary to perform the job duties.

. Job Offer Information 32

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - undefined |
|---|---|---|---|

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Continued- The employer will charge the worker for reasonable costs related to the worker?s refusal or negligent failure to return property of the employer or due to such worker?s willful damage or destruction of such property.