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



#### A. Job Offer Information

Α. σ	ob Offer in										
1. Jo	1. Job Title * Farmworkers and Laborers, Crop, Nursery, Greenhouse										
2. W	orkers	a. Total	b. H-2A	Workers	Period of Intended Employment						
N	eeded *	390	390	;	3. First [	Date * <b>4/12</b> /	2024	4.	Last Date * 1	1/9/20	24
		generally require						a week? *	□Y	es 🗹 N	No
6. Anticipated days and hours of work per week (an entry is required for each box below) * 7. Hourly Work Schedule *										redule *	
	46	a. Total Hours	8	c. Monday	8	e. Wednesda	<sup>3</sup> 8	g. Friday	a. <u>7</u> :	00 🗆	
	0	b. Sunday	8	d. Tuesday		f. Thursday	6	h. Saturda	b. <u>4</u> :	00 🔲	
This the part the good be part the good be part to the part the good beautiful to the part	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.)  This ETA790A clearance order is filed for farmworkers to perform a wide variety of agricultural work in the production of tobacco and diversified vegetable crops as disclosed in this application.  Applicants hired for these farmworker positions will be given their specific daily work assignments by the grower, or individuals designated by the grower, at the farm where they are employed but should be prepared to perform all of the tasks in all of the crops described in this application.  For this application, applicants should expect their work assignments at the beginning of the employment period to begin with pre-planting activities, greenhouse preparation, seeding and maintenance, farm and field site preparation, and other time sensitive seasonal activities that occur during the late winter and/or early spring farming cycle.  Please see Addendum C for comprehensive job descriptions and approximate timelines for crops and work activities.										
\$ <u>15</u>	a comple	1		\$ 00 additional		per 5 \$15.8	Special F /8-bushel bi 31. Employe	Pay Informa ucket sweet po er will guarante	tato harvest. Es e the AEWR for	timated Hou	urly Rate
	erformed a Frequency	and wage offers a	ttached to  Weekly	this job offe		Other (spec	sifu): N/A	<u> </u>			
11. \$	State all d	eduction(s) from paresponse on this form	pay and, if	known, the	amount	(s). *	1117). <u>1417</u>	•			



H-2A Agricultural Clearance Order Form ETA-790A U.S. Department of Labor B. Minimum Job Qualifications/Requirements 1. Education: minimum U.S. diploma/degree required. \* ☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.) 2. Work Experience: number of months required. 0 3. Training: number of months required. \* 4. Basic Job Requirements (check all that apply) § ☐ a. Certification/license requirements f. Exposure to extreme temperatures ☐ b. Driver requirements g. Extensive pushing or pulling ☑ h. Extensive sitting or walking ☐ c. Criminal background check ☑ i. Frequent stooping or bending over d. Drug screen e. Lifting requirement 60 ☑ j. Repetitive movements 5a. Supervision: does this position supervise 5b. If "Yes" to guestion 5a, enter the number ☐ Yes ☑ No the work of other employees? \* 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) 1 Month verifiable experience in general farm work is required. C. Place of Employment Information 1. Place of Employment Address/Location \* NCGA & grower members filing jointly- See add B 230 Cameron Ave 2. City \* 3. State \* 4. Postal Code \* 5. County \* Vass North Carolina 28394 Moore 6. Additional Place of Employment Information. (If no additional information, enter "NONE" below) Please see Addendum B for NCGA Joint Employers worksite addresses. 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, ☑ Yes □ N/A attached to this job order? \* D. Housing Information 1. Housing Address/Location \* NCGA & grower members filing jointly- See add B 230 Cameron Ave 2. City \* 3. State \* 4. Postal Code \* 5. County \* Vass North Carolina 28394 Moore 7. Total Units \* 6. Type of Housing (check only one) \* 8. Total Occupancy \* ☑ Employer-provided ☐ Rental or public (including mobile or range) 9. Identify the entity that determined the housing met all applicable standards: \* □ SWA Other State authority □ Federal authority ■ Other (specify): ■ Local authority 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 ☑ Yes □ N/A workers attached to this job order? \* Form ETA-790A FOR DEPARTMENT OF LABOR USE ONLY Page 2 of 8

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#### E. Provision of Meals

L. I Tovision of Meais									
Describe <u>how</u> the employ kitchen facilities. *	er w	vill provide each worker with three r	neals p	er day or fur	nish fre	ee and conv	venient cooking and		
kitchen facilities.*  (Please begin response on this form and use Addendum C if additional space is needed.)  Employer will furnish free cooking & kitchen facilities to those workers who are entitled to live in the employer's housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employer 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 related charges.									
		WILL NOT charge workers for me	als.						
2. The employer: *	v	WILL charge each worker for mea	als at	<b>\$</b> <u>15</u> .	88	per day, i	f meals are provided.		
F. Transportation and Daily	/ Su	bsistence							
See Addendum C		and use Addendum C if additional space is no							
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.  Continues									
During the travel describe	ed in	ı Item 2, the employer will pay for	a. no	less than	\$ <u>1</u>	5 <u>.</u> 88	per day *		
or reimburse daily meals			b. no	more than	\$ <u>5</u>	9 . <u>00</u>	per day with receipts		

G. Referral and Hiring Instructions

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	e employer's authorize I for the job opportuni		
See Addendum C			
2. Telephone Number to Apply * +1 (252) 527-0567	3. Extension § N/A	Email Address to Apply * Iwicker@ncgrowers.org	
5. Website Address (URL) to Apply * N/A			
H. Additional Material Terms and Co	nditions of the Job	Offer	
		mation about the material terms, conditions, provided by the employer attached to this job	☑ Yes ☐ No
I. Conditions of Employment and As	surances 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. <u>JOB OPPORTUNITY</u>: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- 2. NO STRIKE, LOCKOUT, OR WORK STOPPAGE: Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- BOUSING FOR WORKERS: Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

- 4. WORKERS' COMPENSATION COVERAGE: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- 5. <u>EMPLOYER-PROVIDED TOOLS AND EQUIPMENT</u>: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).

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

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

- TRANSPORTATION AND DAILY SUBSISTENCE: Employer agrees to provide the following transportation and daily subsistence benefits 7 to eligible workers.
  - Transportation to Place of Employment (Inbound)

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

Transportation from Place of Employment (Outbound)

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

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

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

Daily Transportation

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

Compliance with Transportation Standards

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

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

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

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

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

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

- EARNINGS RECORDS: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
- 10. HOURS AND EARNINGS STATEMENTS: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).
  - For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).
- RATES OF PAY: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

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

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

- 12. FREQUENCY OF PAY: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
- 13. ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
- 14. CONTRACT IMPOSSIBILITY: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable

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

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

- 15. DEDUCTIONS FROM WORKER'S PAY: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
- 16. DISCLOSURE OF WORK CONTRACT: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified H-2A Application for Temporary Employment Certification and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

#### 17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:

- Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
  - If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- 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).
- 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).
- 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).
- 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).
- Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

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

Last (family) name * Wicker Jr	2. First (given) name * Harry	3. Middle initial §
4. Title * Deputy Director		

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



5. Signature (or digital signature) *			6. Date signed *
Digital Signature Verified and Retained	Perdini	Officer	2/15/2024
Ву	Confling	Journal	

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

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Cucumbers Harvest	\$ <u>00</u> . <u>75</u>	Piece Rate	.75 PER 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Long Green Cucumber Harvest	\$ <u>00</u> . <u>52</u>	Piece Rate	.52 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Bell Pepper Harvest	\$ 00 44	Piece Rate	.44 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	String Beans Harvest	\$ 02 . 00	Piece F	2.00 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Butter Beans Harvest	\$ <u>02</u> . <u>50</u>	Piece Rate	2.50 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Long Hot Pepper Harvest	\$ <u>01</u> . <u>00</u>	Piece Rate	1.00 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Jalapenos Harvest	\$ <u>01</u> . <u>50</u>	Piece Rate	1.50 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Sweet Potato Harvest	\$ 00 . 50	Piece Rate	\$.50 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Banana Peppers Harvest	\$ <u>00</u> . <u>75</u>	Piece Rate	.75 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Hot Cherry peppers Harvest	\$ <u>01</u> . <u>50</u>	Piece Rate	1.50 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Red/White Potatoes Harvest	\$ 00 . 30	Piece Rate	.30 per 5/8 bu./ \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Strawberries Harvest	\$ <u>01</u> . <u>00</u>	Piece Rate	\$1.00 per I gal. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Cuban-L Peppers Harvest	\$_00 . 35	Piece Rate	.35 per 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Setting Strawberry Plants	\$ <u>01</u> . <u>00</u>	Piece F	\$1.00/100 plants / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Transplanting Strawberry Tips	\$_0060	Piece Rate	\$.60/100 tips / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Blueberries Harvest	\$	Piece Rate	\$5.00 per 12 pint flat / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Tieing Tomato Plants	\$_00 . 35	Piece Rate	\$.35/100 row ft. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Cutting Tomato Strings	\$30	Piece Rate	\$.30/100 row ft. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Pruning Tomato Plants	\$	Piece Rate	\$.40/100 row ft. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Picking Cherry Tomatoes	\$ <u>02</u> . <u>00</u>	Piece Rate	\$2.00 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.

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

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Picking Green Tomatoes	\$ <u>00</u> . <u>40</u>	Piece Rate	\$.40 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Picking Pink Tomatoes	\$ 00 . 50	Piece Rate	\$.50 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Picking Roma Tomatoes	\$ <u>00</u> . <u>70</u>	Piece Rate	\$.70 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
	Pulling Turnips	\$ 00 . 80	Piece R	\$.80 - 5/8 bu. / \$15.81. Estimated Hourly Rate \$15.81, guaranteed pay rate \$15.81.
		<b>\$</b>		
		\$		
		<b>\$</b>		
		<b>\$</b>		
		<b>\$</b>		
		\$		

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### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
BLAKE GARY ADAMS / ADAMS FARMING COMPANY LLC	247 FIVE POINTS ROAD BENSON, North Carolina 27504 JOHNSTON	SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	1
JACKIE LEVI, DELLA, JESSICA ANDERSON / ANDERSON FARMS	983 HWY 43 / PO BOX 312 VANCEBORO, North Carolina 28586 CRAVEN	CORN, COTTON, PEANUTS, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	5
CLINTON JAMES MORROW ANTHONY SCOTT MORROW / MORROW FARMS LLC	1699 THEE HESTER RD ROXBORO, North Carolina 27574 PERSON	CORN, HAY, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	2
JOHN E. ASHE, JR. / JOHN EDWARD ASHE, JR.	460 MONROETON ROAD REIDSVILLE, North Carolina 27320 ROCKINGHAM	PRODUCE, SOY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	4
WAYLON DALE BAREFOOT / WD BAREFOOT FARMS, LLC	7173 NC HWY 96 SOUTH BENSON , North Carolina 27504 JOHNSTON	SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	6
JOHN BARHAM / BARHAM SIDING FARM, INC.	6636 OSCAR BARHAM RD WAKE FOREST , North Carolina 27587 WAKE	CUCUMBERS, TOBACCO	4/12/2024	11/9/2024	5
BENNIE & BLAKE BARHAM / BARHAM FAMILY FARMS, LLC	11920 LOUISBURG RD WAKE FOREST, North Carolina 27587 WAKE	CUCUMBERS, SOY, TOBACCO	4/12/2024	11/9/2024	7
EDWIN V. BATCHELOR / VAN BATCHELOR FARMS	4283 SOUTH NC 58 NASHVILLE , North Carolina 27856 NASH	SWEET POTATO TRANSPLANTING AND WEEDING, TOBACCO	4/12/2024	11/9/2024	2
ANTHONY KIM BELL	7378 NC 39 HWY ZEBULON, North Carolina 27549 FRANKLIN	CUCUMBERS, TOBACCO	4/12/2024	11/9/2024	4
RANDAL S. & AUSTIN C. BENSON	7583 NC 50N ANGIER, North Carolina 27501 JOHNSTON	SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	7

## D. Additional Housing Information

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### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
EUGENE C. BERRYHILL / THE HILL OF BERRYS	705 BERRYHILL RD ROXBORO, North Carolina 27574 PERSON	GENERAL FARM MAINTENCE, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	6
RICHARD SPENCER BRANTLEY / BRANTLEY FARM'S	8606 STRICKLAND ROAD MIDDLESEX, North Carolina 27557 NASH	SWEET CORN, SWEET POTATOES, TOBACCO, WATERMELONS	4/12/2024	11/9/2024	16
JESSE JERAME BROWN	3245 TYRA RD EAST BEND, North Carolina 27018 YADKIN	HAY, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	5
JAMES PRESTON BRYAN / BRYAN FARMS, INC.	347 SMITH GRADY ROAD SEVEN SPRINGS, North Carolina 28578 LENOIR	SOY, TOBACCO	4/12/2024	11/9/2024	6
JASON FERRELL BUFFALOE / BUFFALOE FARMS, INC.	7112 MITCHELL MILL RD ZEBULON, North Carolina 27597 WAKE	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	3
R.H. & JAMES MICHAEL BYRD / BYRD FAMILY FARMS, LLC	8136 US 401 SOUTH BUNNLEVEL, North Carolina 28323 HARNETT	CORN, COTTON, SOY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	5
DEREK L. & RONALD L. CAMERON / DEREK L. CAMERON	1972 MCARTHUR ROAD BROADWAY, North Carolina 27505 HARNETT	HAY, SOY, TOBACCO	4/12/2024	11/9/2024	4
ROY SAMUEL CARVER, III / ROCKY ACRE FARMS, LLC.	1220 MORTON PULLIAM RD ROXBORO, North Carolina 27574 PERSON	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	2
TREVOR CHATHAM / TRIPLE T FARM	3880 ROCKY SPRINGS RD HIDDENITE, North Carolina 28636 ALEXANDER	HAY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	2
LARRY, MICHAEL & JESSE COBB / COBB & COBB FARMS, LLC.	1367 NASH ROAD FARMVILLE, North Carolina 27828 GREENE	CORN, SOY, TOBACCO	4/12/2024	11/9/2024	2

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## C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
SAM MCQUEEN & JIMMY CREWS / CREWS FARMS	5681 TABSCREEK RD / PO BOX 486 OXFORD, North Carolina 27565 GRANVILLE	SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	4
ROBERT F. CURRIN / ROBERT CURRIN FARMS, LLC	883 LEAFLET CHURCH RD LILLINGTON , North Carolina 27546 HARNETT	CORN, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	3
PAUL BLACKWELL CURRIN / PAUL CURRIN FARMS	1686 ELAM CURRIN RD OXFORD, North Carolina 27565 GRANVILLE	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	3
JASON STUART DANIEL / J.S. DANIEL FARMS	5757 HWY 62 NORTH BLANCH, North Carolina 27212 CASWELL	CORN, HAY, SOY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	2
TIMOTHY DISMUKES / REST-A-BIT FARMS	857 FAITH BAPTIST CHURCH RD / PO BOX 306 PINETOPS, North Carolina 27864 EDGECOMBE	SWEET POTATO TRANSPLANT ONLY, TOBACCO	4/12/2024	11/9/2024	5
GROVER WILLIAM DOUGLAS, JR. / DOUGLAS FARMS	123 JOHNSON CEMETERY RD SANFORD, North Carolina 27332 LEE	STRAWBERRIES, SWEET CORN, SWEET POTATOES, TOBACCO, WATERMELONS	4/12/2024	11/9/2024	4
CABELL F. EARLY, JR.	180 PAINTER LAKES RD GIBSONVILLE , North Carolina 27249 GUILFORD	GENERAL FARM MAINTENANCE, GREENHOUSES, PRODUCE, TOBACCO, TOBACCO PLANTS - TRANSPLANT	4/12/2024	11/9/2024	2
ELVA DANIEL & ROBERT L. ELLIOTT / ELLIOTT FARMS	2067 TOMMIE DANIEL RD OXFORD, North Carolina 27565 GRANVILLE	SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	2
RICHARD ARNOLF ENOCH / ENOCH FARMS	5324 N NC 119 MEBANE , North Carolina 27302 ALAMANCE	STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	3
D. KENT TURLINGTON G. JEFFREY TURLINGTON / TURLINGTON FARMS LLC	1545 FLEMING ROAD / PO BOX 1036 COATS, North Carolina 27521 HARNETT	HAY, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	1

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### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
MIKE GASTER /MICHAEL LEE GASTER	1354 EDWARDS RD SANFORD , North Carolina 27332 LEE	PRODUCE, STRAWBERRIES, TOBACCO	4/12/2024	11/9/2024	2
TODD VICK GLOVER / TODD GLOVER FARMS, INC.	11271 CHRISTIAN ROAD WILSON, North Carolina 27896 NASH	SOY, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	15
JERRY LEE & JUSTIN LEE GORE	6327 MANLEY SMITH ROAD NAKINA, North Carolina 28455 COLUMBUS	SOY, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	5
MACK LYNDON GRADY / GRADY BOYS FARMING, LLC.	128 JERUSALEM RD SEVEN SPRINGS, North Carolina 28578 WAYNE	CALVES, COTTON, GENERAL FARM MAINTENANCE, MILLET, OATS, PEANUTS, RYE, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	12
JOHN R. GRAY / GRAY ROCK FARMS, LLC.	366 GRAY ROCK FARM RD TIMBERLAKE, North Carolina 27249 GUILFORD	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	3
JEFFREY DONALD GUNNELL	3715 HIGH ROCK ROAD GIBSONVILLE, North Carolina 27249 GUILFORD	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	1
JIMMY CARRAWAY HARDISON / HARDISON FARMS, INC	8150 MARKET STREET EXT WASHINGTON, North Carolina 27889 BEAUFORT	SOY, TOBACCO	4/12/2024	11/9/2024	2
WILLIAM ROBERT HARRIS, JR. / W. ROBERT HARRIS FARMS, INC.	202 HARGROVE DRIVE ROBERSONVILLE , North Carolina 27871 MARTIN	COTTON, PEANUTS, SOY, TOBACCO	4/12/2024	11/9/2024	4
PAUL GEORGE HATLEY / HATLEY FAMILY FARM	888 JOHN ROGERS RD HURDLE MILLS, North Carolina 27541 PERSON	GREENHOUSES, HAY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	2
JOHN DANIEL IVEY	338 IVEYROAD MOUNT OLIVE, North Carolina 28365 DUPLIN	HAY, TOBACCO	4/12/2024	11/9/2024	3

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## C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
TERRY DON & CALEB DRIVER JACKSON	5025 HOPKINS CHAPEL RD ZEBULON, North Carolina 27597 WAKE	HAY, SOY, SWEET POTATOES, TOBACCO, WHEAT	4/12/2024	11/9/2024	6
MICHAEL EUGENE HUNTER JASON EARL HUNTER / MICHAEL E. & JASON E.	1549 JONES RD KING, North Carolina 27021 STOKES	CORN, PRODUCE, PUMPKINS, SWEET POTATOES, TOBACCO, TOMATO, WATERMELONS, WHEAT	4/12/2024	11/9/2024	3
DOROTHY P. WESTER JASON & NATALIE FARMER / WESTER FARMS, LLC.	798 WHITE LEVEL RD LOUISBURG, North Carolina 27549 FRANKLIN	CUCUMBERS, HAY, PEPPERS, TOBACCO	4/12/2024	11/9/2024	3
DONAVAN BRYAN JEFFREYS / JEFFREY'S FAMILY FARMS, INC.	125 BERRY LANE BUNN, North Carolina 27508 FRANKLIN	CORN, CUCUMBERS, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	6
SAMUEL NEAL JOHNSON / SKYTY FARMS, INC.	6095 MEADOWBROOK RD BENSON , North Carolina 27504 JOHNSTON	CORN, COTTON, SOY, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	5
TOMMY KIMBRO / TOMMY SMITH KIMBRO	250 GOLD LEAF LANE REIDSVILLE , North Carolina 27320 ROCKINGHAM	HAY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	2
BRIAN KEITH LAMM	8272 STONEY HILL CHURCH ROAD BAILEY, North Carolina 27807 NASH	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	3
JOEL ALLAN LAMM / JOEL LAMM	6094 FRAZIER ROAD BAILEY, North Carolina 27807 NASH	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	1
JESSE FRANK LANCASTER, III & IV / ANN ANGUS & LANCASTER FAMILY	4643 OLD WILSON ROAD ROCKY MOUNT , North Carolina 27801 EDGECOMBE	GENERAL FARM MAINTENANCE, SOY, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	8
JOSEPH BRENT LEGGETT / B & S FARMING, INC.	3197 SANDY CROSS RD / PO BOX 367 NASHVILLE, North Carolina 27856 NASH	CORN, COTTON, PEANUTS, SOY, STRAWBERRIES, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	12

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#### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
CHRIS MANNING / EDWARD MANNING & SON, INC	2015 SANCTIFIED CHURCH ROAD NASHVILLE, North Carolina 27856 NASH	HAY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	4
BRENT & GARY MANNING / SHELTON MANNING & SONS, LLC	1351 S. OLD FRANKLIN ROAD NASHVILLE, North Carolina 27856 NASH	GENERAL FARM MAINTENANCE, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	3
GARY L. MATTHEWS / GARY LENEE MATTHEWS	7745 MAXWELL RD STEDMAN, North Carolina 28391 CUMBERLAND	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	6
AL MURRAY / JAMES ALVIN MURRAY, JR.	377 HWY 91 SNOW HILL, North Carolina 28580 GREENE	SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	3
JIMMY D. NELMS / JIMMY DAN NELMS	4021 NC561 HWY LOUISBURG, North Carolina 27549 FRANKLIN	CUCUMBERS, HAY, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	5
JESSE EARL PAGE, JR.	7377 JAMES AUSTIN RD WILLOW SPRINGS, North Carolina 27592 WAKE	HAY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	4
DAVID HAMILTON PARKER / DAVID PARKER FARMS, INC.	2755 HWY 55 WEST NEW BERN, North Carolina 28562 CRAVEN	CORN, COTTON, SOY, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	4
PHILLIP RYAN PATTERSON	10712 US 421 NORTH BROADWAY, North Carolina 27505 HARNETT	GREENHOUSES, STEVIA, TOBACCO	4/12/2024	11/9/2024	2
JOHN FORD PEARCE / LOGAN CATTLE CO., LLC	549 STONE SOUTHERLAND ROAD LOUISBURG, North Carolina 27549 FRANKLIN	CUCUMBERS, SOY, SWEET POTATOES, TOBACCO, WHEAT	4/12/2024	11/9/2024	12
JOSEPH KEITH PEARCE / CEDAR ROCK FARMS, LLC	4902 COUNTRY CLUB DRIVE WILSON, North Carolina 27896 FRANKLIN	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	3

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### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
JARED ANDREW PENNY / J. PENNY FARMS LLC	2576 ZACK'S MILL ROAD ANGIER, North Carolina 27501 JOHNSTON	SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	3
ANDY MACK PENNY / ANDY M. PENNY FARMS LLC	8197 D HWY 50 N ANGIER, North Carolina 27501 JOHNSTON	SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	3
RONALD C. PERRY / RONALD C. PERRY FARMING, INC	6201 PULLEYTOWN ROAD WAKE FOREST, North Carolina 27587 WAKE	CUCUMBERS, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	4
DOUGLAS EUGENE PERRY, JR. / DOUG PERRY FARMS	3434 US 13 NORTH AHOSKIE, North Carolina 27910 BERTIE	PEANUTS, TOBACCO	4/12/2024	11/9/2024	9
CHARLES BRADLEY POPE / BRADCO FARMS ENTERPRISES, LLC	299 MAR JOY DRIVE DUNN, North Carolina 28334 SAMPSON	SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	6
JAMES ELLIS & JACOB MCCOY PRIVETTE / PRIVETTE BROTHERS	12224 LOUISBURG RD WAKE FOREST, North Carolina 27587 WAKE	CATTLE, GENERAL FARM MAINTENANCE, HAY, SOY, TOBACCO	4/12/2024	11/9/2024	2
HUNTER THOMAS QUINCY / QUINCY FARMS, INC.	3016 HARTS MILL RUN RD TARBORO, North Carolina 27886 EDGECOMBE	CORN, GENERAL FARM MAINTENANCE, SOY, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	9
DANNY RAWLS / DOUBLE R FARM SERVICE, LLC	1155 HAWS RUN RD MAPLE HILL, North Carolina 28454 ONSLOW	HAY, PEANUTS, STRAWBERRIES, SWEET CORN, TOBACCO	4/12/2024	11/9/2024	8
WILLIAM RICH / RICH FARMS, INC	7993 LANCASTER STORE ROAD CASTALIA, North Carolina 27816 NASH	CUCUMBERS, TOBACCO	4/12/2024	11/9/2024	6
WILLIAM R. RICHARDS, III / TRIPLE R FARMS, INC.	316 BOB RICHARDS RD YOUNGSVILLE, North Carolina 27596 FRANKLIN	CUCUMBERS, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	2

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### C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
JEFF SIMPSON / SIMPSON FARMS, LLC.	10725 CLAY FORK HILL RD ROSEBORO, North Carolina 28382 CUMBERLAND	TOBACCO, WATERMELONS	4/12/2024	11/9/2024	22
CHRISTOPHER SUGG / SUGG FAMILY FARMING INC	4944 HWY 58 SOUTH SNOW HILL , North Carolina 28580 GREENE	COTTON, PEANUTS, SOY, TOBACCO, WATERMELONS	4/12/2024	11/9/2024	9
CHRISTOPHER JAMES TAYLOR	1257 PINE RIDGE RD ZEBULON, North Carolina 27597 FRANKLIN	GENERAL FARM MAINTENANCE, SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	5
JERRY TYNDALL / JERRY TYNDALL FARMS	FARMS DEED BLIN N. (L. O. L. COSOS MEEDING TOP A COO		4/12/2024	11/9/2024	4
JEFFREY & SHARON TYSON / ANDREW TYSON FARMS, LLC	906 EVANS RD NASHVILLE, North Carolina 27856 NASH	COTTON, CROP CARE, HARVEST & PACKING, GENERAL FARM MAINTENANCE, ON FARM COOK/CHEF FOR FARM WORKERS, SOY, SUNFLOWER/SEED/OIL/FLOWERS, SWEET POTATOES, TOBACCO	4/12/2024	11/9/2024	13
BRUCE R. & ARNOLD WHITFIELD / A & B FARMS	5968 GORDONTON ROAD HURDLE MILLS, North Carolina 27541 PERSON	HAY, SOY, STRAW, TOBACCO, WHEAT	4/12/2024	11/9/2024	1
DANIEL W. WILLIAMS	2631 HWY 158 W OXFORD, North Carolina 27565 GRANVILLE	HAY, STRAW, TOBACCO	4/12/2024	11/9/2024	3
LEWIS DANIEL WINSTEAD, III / XTREME, INC.	142 WINSTEAD FARM RD ROXBORO, North Carolina 27574 PERSON	SOY, TOBACCO, WHEAT	4/12/2024	11/9/2024	8
CLINTON RAY WOOD, JR.	253 HOOVER RD LEXINGTON, North Carolina 27295 DAVIDSON	STRAWBERRIES, TOBACCO	4/12/2024	11/9/2024	6

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☑ Employer-provided ☐ Rental or public accommodations	5106 MARTIN'S CHAPEL RD MEBANE, North Carolina 27302 ALAMANCE	S24462 - RICHARD ENOCH / ENOCH FARMS	1	5	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	5300 N NC HWY 119 N MEBANE, North Carolina 27302 ALAMANCE	S21178 - RICHARD ENOCH / ENOCH FARMS	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	3930 ROCKY SPRINGS RD HIDDENITE, North Carolina 28636 ALEXANDER	S819 - CHATHAM, TREVOR / TRIPLE T FARMS	1	6	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
☑ Employer-provided ☐ Rental or public accommodations	8318 MARKET ST EXT WASHINGTON, North Carolina 27889 BEAUFORT	S39862 - HARDISON, JIMMY CARRAWAY / HARDISON FARMS, INC	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	214 SALLY FREEMAN RD COLERAIN, North Carolina 27924 BERTIE	S13554 - PERRY, JR., DOUGLAS EUGENE / DOUG PERRY FARMS	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	216 SALLY FREEMAN RD COLERAIN, North Carolina 27924 BERTIE	S15010 - PERRY, JR., DOUGLAS EUGENE / DOUG PERRY FARMS	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	400 CRUMPTON RD BLANCH, North Carolina 27212 CASWELL	S42135 - DANIEL, JASON STUART / JS DANIEL FARMS	1	14	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	4257 REAVES FERRY RD NAKINA, North Carolina 28455 COLUMBUS	S37782 - JERRY LEE & JUSTIN LEE GORE	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	2028 WILMAR RD VANCEBORO, North Carolina 28586 CRAVEN	S22165 - ANDERSON, JACKIE LEVI, DELLA, JESSICA / ANDERSON FARMS	1	20	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	2765 NC HWY 55 W NEW BERN, North Carolina 28562 CRAVEN	S10268 - PARKER, DAVID HAMILTON / DAVID PARKER FARMS	1	5	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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☑ Employer-provided ☐ Rental or public accommodations	7745 MAXWELL RD STEDMAN, North Carolina 28391 CUMBERLAND	S2713 - MATTHEWS, GARY LENEE	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	2146 MIDWAY LANE AUTRYVILLE, North Carolina 28318 CUMBERLAND	S12415 - SIMPSON, JEFF / SIMPSON FARMS, LLC	1	10	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
☑ Employer-provided ☐ Rental or public accommodations	10269 RUTH VINSON RD LOT 46 AUTRYVILLE, North Carolina 28318 CUMBERLAND	S17990 - SIMPSON, JEFF / SIMPSON FARMS, LLC	1	16	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
☑ Employer-provided ☐ Rental or public accommodations	253 HOOVER RD LEXINGTON, North Carolina 27295 DAVIDSON	S4405 - WOOD, JR., CLINTON RAY	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	492 BEAUTANEUS RD MOUNT OLIVE, North Carolina 28365 DUPLIN	S7009 - IVEY, JOHN DANIEL shares with IVEY, GORDON ROUSE	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	34 EEL LANE PINETOPS, North Carolina 27864 EDGECOMBE	S24582 - TIM DISMUKES / REST-A-BIT FARMS	1	40	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	3589 FAITH BAPTIST CHURCH RD PINETOPS, North Carolina 27864 EDGECOMBE	S40782 - TIM DISMUKES / REST-A-BIT FARMS	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	43 EEL LANE PINETOPS, North Carolina 27864 EDGECOMBE	S21510 - TIM DISMUKES / REST-A-BIT FARMS	1	16	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	744 E TARBORO RD ROCKY MOUNT, North Carolina 27801 EDGECOMBE	S22386 - LANCASTER, JESSIE FRANK III AND IV / ANN ANGUS FARMS, INC / LANCASTER FAMILY FARMS, INC	2	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	744 E TARBORO RD ROCKY MOUNT, North Carolina 27801 EDGECOMBE	S38225 - LANCASTER, JESSIE FRANK III AND IV / ANN ANGUS FARMS, INC / LANCASTER FAMILY FARMS, INC	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	3014 HARTS MILL RN RD TARBORO, North Carolina 27886 EDGECOMBE	S22627 - QUINCY, HUNTER THOMAS HORTON / QUINCY FARMS	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	3014 HARTS MILL RN RD TARBORO, North Carolina 27886 EDGECOMBE	S29022 - QUINCY, HUNTER THOMAS HORTON / QUINCY FARMS	1	16	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	1202 OLD COUNTRY HOME RD TARBORO, North Carolina 27886 EDGECOMBE	S12580 - QUINCY, HUNTER THOMAS HORTON / QUINCY FARMS	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☑ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	3945 NC HWY 56 E LOUISBURG, North Carolina 27549 FRANKLIN	S39542 - BELL, ANTHONY KIM	1	16	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	3945 NC HWY 56 E LOUISBURG, North Carolina 27549 FRANKLIN	S258 - BELL, ANTHONY KIM	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	113, 115, 117 DICKERSON DRIVE BUNN, North Carolina 27508 FRANKLIN	S2153 - JEFFREYS, DONAVAN BRYAN / JEFFREYS' FAMILY FARMS	1	18	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	125 BERRY LANE BUNN, North Carolina 27508 FRANKLIN	S39462 - JEFFREYS, DONAVAN BRYAN / JEFFREYS' FAMILY FARMS	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	186 A ALLEN RD LOUISBURG, North Carolina 27549 FRANKLIN	S12332 - NELMS, JIMMY DAN	1	12	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☑ Other</li></ul>
☑ Employer-provided ☐ Rental or public accommodations	96 RAYMOND THARRINGTON RD LOUISBURG, North Carolina 27549 FRANKLIN	S7697 - NELMS, JIMMY DAN	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	4283 NC 561 HWY LOUISBURG, North Carolina 27549 FRANKLIN	S18171 - NELMS, JIMMY DAN	1	4	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>

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☑ Employer-provided ☐ Rental or public accommodations	126 MATTHEWS ROAD CASTALIA, North Carolina 27816 FRANKLIN	S1490 - PEARCE, JON FORD / LOGAN CATTLE CO	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	128 MATTHEWS ROAD CASTALIA, North Carolina 27816 FRANKLIN	S1489 - PEARCE, JON FORD / LOGAN CATTLE CO	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	15 TAFFY ST LOUISBURG, North Carolina 27549 FRANKLIN	S22692 - PEARCE, JON FORD / LOGAN CATTLE CO	1	6	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
☑ Employer-provided ☐ Rental or public accommodations	452 STRANGE RD LOUISBURG, North Carolina 27549 FRANKLIN	S2685 - PEARCE, JON FORD / LOGAN CATTLE CO	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	595 NC HWY 56 E LOUISBURG, North Carolina 27549 FRANKLIN	S21466 - PEARCE, JON FORD / LOGAN CATTLE CO	1	14	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	593 STONE SOUTHERLAND RD LOUISBURG, North Carolina 27549 FRANKLIN	S21465 - PEARCE, JON FORD / LOGAN CATTLE CO	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	49 GARDNER MOBILE HOME WAY CASTALIA, North Carolina 27816 FRANKLIN	S32502 - PEARCE, JOSEPH KEITH / CEDAR ROCK FARMS, LLC	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	593 STONE SOUTHERLAND RD LOUISBURG, North Carolina 27549 FRANKLIN	S21465 - PEARCE, JOSEPH KEITH / CEDAR ROCK FARMS, LLC shares with PEARCE, JON FORD / LOGAN CATTLE CO	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	264 BOB RICHARDS RD YOUNGSVILLE, North Carolina 27596 FRANKLIN	S3440 - RICHARDS, WILLIAM / TRIPLE R FARMS	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	316 BOB RICHARDS RD YOUNGSVILLE, North Carolina 27596 FRANKLIN	S21470 - RICHARDS, WILLIAM / TRIPLE R FARMS	1	20	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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☑ Employer-provided ☐ Rental or public accommodations	1657 CHEVES RD ZEBULON, North Carolina 27597 FRANKLIN	S12244 - TAYLOR, CHRISTOPHER JAMES	1	7	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	754 WHITE LEVEL RD LOUISBURG, North Carolina 27549 FRANKLIN	S4066 - WESTER, DOROTHY POWELL / WESTER FARMS, LLC	1	14	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
☑ Employer-provided ☐ Rental or public accommodations	6129 HUNTSBORO RD OXFORD, North Carolina 27565 GRANVILLE	S8030 - CREWS, SAM MCQUEEN & JIMMY / CREWS FARMS PARTNERSHIP	1	5	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
<ul><li>☑ Employer-provided</li><li>☑ Rental or public accommodations</li></ul>	6129 HUNTSBORO RD OXFORD, North Carolina 27565 GRANVILLE	S1014 - CREWS, SAM MCQUEEN & JIMMY / CREWS FARMS PARTNERSHIP	1	9	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	1683 ELAM CURRIN RD OXFORD, North Carolina 27565 GRANVILLE	S1025 - CURRIN, PAUL BLACKWELL / PAUL CURRIN FARMS	1	9	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	2063 TOMMIE DANIEL RD OXFORD, North Carolina 27565 GRANVILLE	S18210 - ELLIOTT, ELVA DANIEL / ELLIOTT FARMS	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	2631 HWY 158 OXFORD, North Carolina 27565 GRANVILLE	S13691 - WILLIAMS, DANIEL	1	4	☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	2631 HWY 158 OXFORD, North Carolina 27565 GRANVILLE	S5732 - WILLIAMS, DANIEL	1	5	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☑ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1664 NASH RD FARMVILLE, North Carolina 27828 GREENE	S24562 - COBB, LARRY, MICHAEL & JESSE / COBB & COBB FARMS, LLC	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	896 PECAN GROVE RD FARMVILLE, North Carolina 27828 GREENE	S5401 - COBB, LARRY, MICHAEL & JESSE / COBB & COBB FARMS, LLC	1	3	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>

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<ul><li>☑ Employer-provided</li><li>☑ Rental or public accommodations</li></ul>	118 WEST LANE STANTONSBURG, North Carolina 27883 GREENE	S36742 - MURRAY, AL / JAMES ALVIN MURRY JR	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☑ Rental or public accommodations</li></ul>	680 BENNIE ALBRITTON RD HOOKERTON, North Carolina 28538 GREENE	S13651 - SUGG, CHRISTOPHER / SUGG FAMILY FARMING	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	325 FRANKLIN JONES ROAD HOOKERTON, North Carolina 28538 GREENE	S37142 - SUGG, CHRISTOPHER / SUGG FAMILY FARMING	1	8	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
<ul><li>☑ Employer-provided</li><li>☑ Rental or public accommodations</li></ul>	180 PAINTER LAKES RD GIBSONVILLE, North Carolina 27249 GUILFORD	S5285 - EARLY JR, CABELL F	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	3800-A HIGH ROCK RD GIBSONVILLE, North Carolina 27249 GUILFORD	S12465 - GUNNELL, JEFFREY DONALD shares with AMORIELLO, ANNA GERRINGER / GERRINGER FARM	1	2	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	103 BYRDS MILL RD BUNNLEVEL, North Carolina 28323 HARNETT	S15610 - BYRD, RH & JAMES MICHAEL / BYRD FAMILY FARMS LLC	1	17	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	396 BYRDS MILL RD BUNNLEVEL, North Carolina 28323 HARNETT	S41083 - BYRD, RH & JAMES MICHAEL / BYRD FAMILY FARMS LLC	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	4543 MCARTHUR ROAD BROADWAY, North Carolina 27505 HARNETT	S36385 - CAMERON, DEREK AND RONALD / DEREK L CAMERON	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	106 STANCIL CURRIN LN LILLINGTON, North Carolina 27546 HARNETT	S1028 - CURRIN, ROBERT / ROBERT CURRIN FARMS	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	84 STANCIL CURRIN LN LILLINGTON, North Carolina 27546 HARNETT	S12142 - CURRIN, ROBERT / ROBERT CURRIN FARMS	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	519 HOLLY SPRING CH RD BROADWAY, North Carolina 27505 HARNETT	S28182 - PATTERSON, PHILLIP RYAN / RYES GREENHOUSES, LLC	1	5	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	620 HOLLY SPRING CH RD BROADWAY, North Carolina 27505 HARNETT	S13511 - PATTERSON, PHILLIP RYAN / RYES GREENHOUSES, LLC	1	5	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☑ Rental or public</li><li>accommodations</li></ul>	108 N IDA ST COATS, North Carolina 27521 HARNETT	S40102 - TURLINGTON, D KENT AND G JEFFREY / TURLINGTON FARMS	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☑ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	1545 FLEMING ROAD COATS, North Carolina 27521 HARNETT	S32105 - TURLINGTON, D KENT AND G JEFFREY / TURLINGTON FARMS	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	175 FIVE POINTS RD BENSON, North Carolina 27504 JOHNSTON	S6413 - ADAMS, BLAKE / ADAMS FARMING COMPANY	1	24	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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☑ Employer-provided □ Rental or public accommodations	9477 STRICKLANDS CROSSROADS FOUR OAKS, North Carolina 27524 JOHNSTON	S5725 - BAREFOOT, WAYLON DALE / WD BAREFOOT FARMS, LLC	1	12	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	315 PENNY ROAD ANGIER, North Carolina 27501 JOHNSTON	S1950 - BENSON, RANDAL S	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	3971 ZACKS MILL ROAD ANGIER, North Carolina 27501 JOHNSTON	S5028 - BENSON, RANDAL S	1	20	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☑ Other</li></ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	459 MASSENGILL ROAD ANGIER, North Carolina 27501 JOHNSTON	S30462 - JOHNSON, SAMUEL NEAL / SKYTY FARMS	1	20	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	459A MASSENGILL ROAD BENSON, North Carolina 27504 JOHNSTON	S2209 - JOHNSON, SAMUEL NEAL / SKYTY FARMS	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	459B MASSENGILL ROAD BENSON, North Carolina 27504 JOHNSTON	S12330 - JOHNSON, SAMUEL NEAL / SKYTY FARMS	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	499 MASSENGILL ROAD BENSON, North Carolina 27504 JOHNSTON	S10344 - JOHNSON, SAMUEL NEAL / SKYTY FARMS	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	3692 ELEVATION ROAD benson, North Carolina 27501 JOHNSTON	S10024 - PENNY, ANDY MACK / ANDY M PENNY FARMS	1	28	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	3692 ELEVATION ROAD BENSON, North Carolina 27501 JOHNSTON	S10024 - PENNY, JARED / J PENNY FARMS LLC shares with ANDY MACK PENNY / ANDY M PENNY FARMS	1	28	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1028 JOHN GODFREY ROAD SANFORD, North Carolina 27332 LEE	S20250 - DOUGLAS, JR., GROVER WILLIAM / DOUGLAS FARMS	1	8	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1356 EDWARDS ROAD SANFORD, North Carolina 27330 LEE	S11738 - GASTER, MICHAEL LEE	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	1982 KENTRYWOOD FARM ROAD SANFORD, North Carolina 27330 LEE	S1578 - GASTER, MICHAEL LEE	1	4	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
☑ Employer-provided ☐ Rental or public accommodations	6719 HWY 55 WEST SEVEN SPRINGS, North Carolina 28578 LENOIR	S19970 - BRYAN, JAMES P / BRYAN FARMS	1	6	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	2162 SMITH GRADY RD DEEP RUN, North Carolina 28525 LENOIR	S4055 - TYNDALL, JERRY / JERRY TYNDALL FARMS	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	3128 ROBERSONVILLE PRODUCTS RD ROBERSONVILLE, North Carolina 27871 MARTIN	S12665 - HARRIS JR, WILLIAM ROBERT / W. ROBERT HARRIS FARMS	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	4212 BISSETTE CAMP LN SPRING HOPE, North Carolina 27882 NASH	S420 - BRANTLEY, RICHARD SPENCER / BRANTLEY FARMS	1	40	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	6749 SQUIRRELL DEN ROAD BAILEY, North Carolina 27807 NASH	S34002 - GLOVER, TODD VICK / TODD VICK GLOVER FARMS, INC	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	11764 OLD BAILEY HWY WILSON, North Carolina 27896 NASH	S25202 - GLOVER, TODD VICK / TODD VICK GLOVER FARMS, INC	1	48	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☑ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	6906 SQUIRREL DEN RD WILSON, North Carolina 27896 NASH	S1536 - GLOVER, TODD VICK / TODD VICK GLOVER FARMS, INC	1	9	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	7125 FRAZIER RD BAILEY, North Carolina 27807 NASH	S17170 - LAMM, BRIAN KEITH	1	10	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	7125 FRAZIER RD BAILEY, North Carolina 27807 NASH	S17170 - LAMM, JOEL ALLAN shares with LAMM, BRIAN KEITH	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	5120 S NC 58 NASHVILLE, North Carolina 27856 NASH	S17290 - LEGGETT, JOSEPH BRENT / B & S FARMING	1	48	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☑ Rental or public accommodations</li></ul>	5152 S NC 58 NASHVILLE, North Carolina 27856 NASH	S26242 - MANNING, BRENT AND GARY / SHELTON MANNING & SONS	3	24	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	5808 PLEASANT GROVE CH RD NASHVILLE, North Carolina 27856 NASH	S2587 - MANNING, CHRIS / EDWARD MANNING & SON	1	16	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	6756 RACE TRACK RD CASTALIA, North Carolina 27816 NASH	S20278 - RICH, WILLIAM BRANDON AND WILLIAM TITUS / RICH FARMS	2	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	6772 RACE TRACK RD CASTALIA, North Carolina 27816 NASH	S14530 - RICH, WILLIAM BRANDON AND WILLIAM TITUS / RICH FARMS	1	11	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	4528 OLD BAILEY HWY NASHVILLE, North Carolina 27856 NASH	S3985 - TYSON, JEFFREY & SHARON / ANDREW TYSON FARMS	2	60	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	1153 HAWS RUN RD MAPLE HILL, North Carolina 28454 ONSLOW	S3343 - RAWLS, DANNY / DOUBLE R FARMS SERVICE	1	20	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	705 BERRYHILL RD UNIT B ROXBORO, North Carolina 27573 PERSON	S381 - BERRYHILL, EUGENE CAL / THE HILL OF BERRYS	1	14	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1560 JACK HUNBRICK ROAD ROXBORO, North Carolina 27574 PERSON	S37322 - CARVER III, ROY SAMUEL / ROCKY ACRE FARMS	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1032 MORTON PULLIAM RD ROXBORO, North Carolina 27574 PERSON	S27503 - CARVER III, ROY SAMUEL / ROCKY ACRE FARMS	1	6	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	33 GRAY ROCK FARM RD TIMBERLAKE, North Carolina 27583 PERSON	S19071 - GRAY, JOHN / GRAY ROCK FARMS, LLC	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	810 TOM OAKLEY ROAD TIMBERLAKE, North Carolina 27583 PERSON	S35502 - GRAY, JOHN / GRAY ROCK FARMS, LLC	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	366 GRAY ROCK FARM RD TIMBERLAKE, North Carolina 27583 PERSON	S1626 - GRAY, JOHN / GRAY ROCK FARMS, LLC	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	888 JOHN RODGERS RD HURDLE MILLS, North Carolina 27541 PERSON	S5007 - HATLEY, PAUL GEORGE / HATLEY FAMILY FARM	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1509 BLALOCK DAIRY RD ROXBORO, North Carolina 27574 PERSON	S27562 - MORROW, CLINTON JAMES & ANTHONY SCOTT / MORROW FARMS	1	5	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1873 BLALOCK DAIRY RD ROXBORO, North Carolina 27574 PERSON	S2898 - MORROW, CLINTON JAMES & ANTHONY SCOTT / MORROW FARMS	2	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☑ Employer-provided ☐ Rental or public accommodations	8375 BURLINGTON ROAD HURDLE MILLS, North Carolina 27541 PERSON	S25862 - WHITFIELD, BRUCE & ARNOLD / A & B FARMS	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1358 LONG STORE ROAD ROXBORO, North Carolina 27574 PERSON	S33502 - WINSTEAD, LEWIS DANIEL / XTREME	1	12	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	986 IRONWORKS RD REIDSVILLE, North Carolina 27320 ROCKINGHAM	S27682 - ASHE JR, JOHN E / ASHE FARMS	1	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	140 GOLD LEAF LN REIDSVILLE, North Carolina 27320 ROCKINGHAM	S2363 - KIMBRO, TOMMY SMITH	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	920 CROWDER HOME RD REIDSVILLE, North Carolina 27320 ROCKINGHAM	S2364 - KIMBRO, TOMMY SMITH	1	5	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	240 JOE SMITH LANE DUNN, North Carolina 28334 SAMPSON	S20367 - POPE, CHARLES BRADLEY / BRADCO FARMS ENTERPRISES	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☑ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	6435 GREENPATH ROAD DUNN, North Carolina 28334 SAMPSON	S16032 - POPE, CHARLES BRADLEY / BRADCO FARMS ENTERPRISES	1	12	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	1455 JONES ROAD KING, North Carolina 27021 STOKES	S2138 - HUNTER, MICHAEL EUGENE AND JASON EARL	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	11920 LOUISBURG ROAD WAKE FOREST, North Carolina 27587 WAKE	S190 - BARHAM, BENNIE, BLAKE & LINDA / BARHAM FAMILY FARMS	2	10	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	6619 OSCAR BARHAM ROAD WAKE FOREST, North Carolina 27587 WAKE	S18050 - BARHAM, JOHN / BARHAM SIDING FARM	1	7	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	6700 OSCAR BARHAM ROAD WAKE FOREST, North Carolina 27587 WAKE	S194 - BARHAM, JOHN / BARHAM SIDING FARM	1	10	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☑ Other</li></ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	4300 PULLEY TOWN ROAD ZEBULON, North Carolina 27592 WAKE	S646 - BUFFALOE, JASON FERRELL / BUFFALOE FARMS	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	4225 HOPKINS CHAPEL ROAD ZEBULON, North Carolina 27597 WAKE	S40342 - JACKSON, TERRY DON & CALEB DRIVER / TERRY DON JACKSON	1	4	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>

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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	8621 FOWLER ROAD ZEBULON, North Carolina 27597 WAKE	S25162 - JACKSON, TERRY DON & CALEB DRIVER / TERRY DON JACKSON	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	13333 OLD STAGE ROAD WILLOW SPRING, North Carolina 27592 WAKE	S34562 - PAGE JR, JESSE EARL	1	8	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public</li><li>accommodations</li></ul>	5728 ZEBULON ROAD WAKE FOREST, North Carolina 27587 WAKE	S3172 - PERRY, RONALD / RONALD C PERRY FARMING INC	1	8	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	6313 PULLEY TOWN ROAD WAKE FOREST, North Carolina 27587 WAKE	S14875 - PERRY, RONALD / RONALD C PERRY FARMING INC	1	6	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	5728 ZEBULON ROAD WAKE FOREST, North Carolina 27587 WAKE	S7813 - PERRY, RONALD / RONALD C PERRY FARMING INC	1	4	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☐ Other</li></ul>

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<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	807 N MAIN ST ROLESVILLE, North Carolina 27571 WAKE	PRIVETTE, JAMES ELLIS & JACOB MCCOY / PRIVETTE BROTHERS FARMS, LLC	1	2	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	725 AND 727 DRUMMERSVILLE ROAD SEVEN SPRINGS, North Carolina 28578 WAYNE	S1652 - GRADY, MACK LYNDON / GRADY BOYS FARMING	2	16	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
<ul><li>☑ Employer-provided</li><li>☑ Rental or public</li><li>accommodations</li></ul>	6347 HOMESTEAD RD ELM CITY, North Carolina 27822 WILSON	S5916 - BATCHELOR, EDWIN VAN shares with RICHARD SHARPE AND SHERRY PEELE / CAROLINA WREATH COMPANY	1	61	<ul><li>☑ Local authority</li><li>☑ SWA</li><li>☑ Other State authority</li><li>☑ Federal authority</li><li>☑ Other</li></ul>
☑ Employer-provided ☐ Rental or public accommodations	3408 TYRA RD EAST BEND, North Carolina 27018 YADKIN	S571 - BROWN, JESSE JERAME	1	4	☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other
<ul><li>☑ Employer-provided</li><li>☐ Rental or public accommodations</li></ul>	3409 TYRA RD EAST BEND, North Carolina 27018 YADKIN	S20527 - BROWN, JESSE JERAME	1	4	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>

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☑ Employer-provided ☐ Rental or public accommodations	8381 TAR RIVER CHURCH ROAD Elm City, North Carolina 27822 NASH	S18750 - GLOVER, TODD	1	24	<ul> <li>☑ Local authority</li> <li>☑ SWA</li> <li>☑ Other State authority</li> <li>☑ Federal authority</li> <li>☐ Other</li> </ul>
☐ Employer-provided☐ Rental or public accommodations					□ Local authority □ SWA □ Other State authority □ Federal authority □ Other
☐ Employer-provided☐ Rental or public☐ accommodations					□ Local authority □ SWA □ Other State authority □ Federal authority □ Other
☐ Employer-provided☐ Rental or public accommodations					□ Local authority □ SWA □ Other State authority □ Federal authority □ Other
☐ Employer-provided☐ Rental or public accommodations					□ Local authority □ SWA □ Other State authority □ Federal authority □ Other

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

a. Job Offer Information 1			
Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
The employer will me FICA taxes, Federal repayment of cash at the Worker has voluded to the Worker's	y purchanake the land Stand Stand Stand Stand Standard Intarily purcharage damage	ased by the worker from grower would be at of following deductions from the Worker's wage ate Income taxes, court and administratively as and repayment of loans, repayment of ove burchased from the the Employer, long-distance (beyond normal wear and tear) or loss of each	cost and not result in a profit to the grower. es: All deductions required by law, including, but not limited to ordered garnishments and other withholdings as well as for rpayment of wages to the Worker, payment for articles which not telephone charges, recovery of any loss to the Employer quipment or housing items where it is shown that the Worker and by the Worker in writing, subject to the following.
b. Job Offer Information 2			
Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
are unable to reaso	for Hounably re employe	ising Benefit: Housing will be provided at no turn to their place of residence the same day er-provided housing elects not to live in the e	cost to workers who live beyond normal commuting distance & . Housing is not provided & is not available to non-workers. If mployer-provided housing, the worker must make this election
For Public Burden Sta	itement, s	ee the Instructions for Form ETA-790/790A.	

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

c. Job Offer Information 3			
Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
P.O.Box 399 Vass, NC 28394 Tel to perform all work described and to begin work; c. Confirmation of described below. Growers will accapplicants may contact NCGA dir job offer are strongly encouraged departing for NC - this will help acconditions & start date of the job. work in the US & whos possess of they must have these documents acceptable documents on I-9 For requirement has been satisfied. Eemployer reasonably believes, co	lephone 252. intension to full disclosure cept referrals ectly. Interviet to solicit the void confusio Applicants roriginal identifin their poss m) within 3 b imployer may insistent with the or transpo	.527.0567. Applicants are screened for compliance with the following criteri complete; b. Local applicants confirm availability of reliable daily transports e & acceptance of all terms, conditions, nature of work-job description by lo /applications from any source. All local & interstate (in state) applicants may whours are 8:00 AM- 12:00 PM Monday through Friday, except for federa help of the nearest local employment office in their state for a referral to None & mistakes. Interstate SWA's are strongly encouraged to contact the Note eferred by SWA should be fully apprised by the employment office staff of the example of the employment eligibility documents sufficient to complete USCIS Form I-ession when they arrive at the place of employment to go to work and mususiness days of date employment begins in compliance with the law. Employ terminate a worker (foreign or domestic) with notification to the employme current law, will impair the safety & living conditions of other workers. Work retation. Workers may be required to take a drug &/or alcohol test at no cost	The referral under this job order from the Applicant Holding Office is to be made to: Jay Hill, NCGA a: a. Confirm ability (with or without reasonable accommodation), availability, qualifications, willingness ation to & from job for entire season. Non-local applicants confirm availability of transportation to job side all employment service staff; d. Affirmative confirmation of legal authorization to work in the US by be referred by the NC State Workforce Agency (NCSWA) directly to NCGA for interview or interested. It recognized holidays. Although not required, all interstate (out of state) applicants interested in this CGA to insure full disclosure of terms and conditions, and confirm employment start date prior to SWA Ag Services office in Raleigh, NC at 984.236.4227 prior to contacting NCGA to confirm the terms the terms, conditions & nature of employment prior to referral. Only applicants legally authorized to 9, as required by law, should report to work. Applicants referred against this order should be informed to present the necessary documents to establish identity and work authorization (as outlined in the list of the propers of the pr
d. Job Offer Information 4			
1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
accordance with reg their entirety, related	A/H-2A ( Julations d to the	Clearance Order Addendum C Section F Trais found at 20 CFR 655.122(h)(1-4) the followi	nsportation and Daily Subsistence Addl Disclosure In ng paragraphs under section F are the terms & conditions, in benefit, when applicable, provided under this clearance order

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

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Α.	Inh	Otter	Information	5

1. Section/Item Number * A.8a 2. Name of Section or Category of Material Term or Condition * Job Du	Outies - Job Description
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3. Details of Material Term or Condition (up to 3,500 characters) \* See Grower Addendum For Specific Crop and Work Activities Disclosures

Workers will be expected to work in tobacco (flue cured) & other diversified crops such as: burley tobacco, pickle cucumbers, hay & straw, sweet potatoes, red & white potatoes, asparagus, cabbage, collards, squash, string beans, butter beans, sweet corn, long green cucumbers, bell pepper, eggplant, long hot pepper, turnips, grapes, tomatoes, jalepino peppers, field peas, strawberries, cherry peppers, banana peppers, Cuban-L peppers, blueberries, watermelon, cantaloupes, soybeans, cotton, onnoting, radishes, spinach, tomatillo, kale. Specific instructions and close supervision will be provided by the farm owner and/or supervisor designated by the grower. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instructions. Work will be closely monitored and reviewed for quality. During hand harvest of flue cured tobacco workers will move quickly along rows and move in unison with tractor pulling field trailers. TRANSPLANT PRODUCTION & PRE-PLANT ACTIVITIES: Workers may perform seeding activities in greenhouses to prepare for planting. Workers will move soil materials, fill seeding trays, plant seeds, water seedings, fertilize seedlings, monitor growth & growing conditions. Workers will also perform activities to prepare land for planting outside the greenhouse. These work activities anticipated to be performed at any time/various times throughout the entire period of employment. FLUE CURED TOBACCO: Growing Tobacco transplants: Greenhouse preparation, seeding, & maintenance. Transplant Activities. Cultivation & maintenance activities. Harvest, curing, baling, & preparation for marketing. These work activities anticipated to be performed at any time/various times throughout the entire period of employment.

FLÜE CURED TOBACCO: Job Description - Continued - Workers will plant, cultivate & harvest tobacco by hand. Harvest workers will move along rows & break off ripe leaves of tobacco. Workers will then place the leaves between their body & their arm until an armload has been gathered. Workers will then carry the tobacco in an orderly arrangement & place on the trailer. The worker will then return to their prescribed row & repeat the process. Workers must be exercised to prevent breaking of the plants. Workers must move quickly along the rows & move in unison with the field sleds. Workers may ride/operate mechanical transplanter to reset missing plants. May walk behind harvester for harvesting. May walk behind transplanter to reset missing plants. May walk behind harvester to pick up dropped leaves. Workers may assist in removing tobacco plants in a careful manner that does not damage the plant. Workers may assist in removing tobacco from barn, placing on sheets to be bound & loaded on trucks or may assist in baling tobacco onto conveyor loading system or directly into baler. Weight of sheets of tobacco may be 300 lbs. Workers are required to work in fields when tobacco leaves are wet with dew or rain. If workers are required to work in light rain, rain gear will be provided at no cost to the workers. Worker will stand for prolonged periods of time to prime (pull) leaves which are from two (2) to ten (10) inches from the ground.

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

So Details of Material Term of Condition (up to 3,500 characters) Workers may be exposed to noxious plants or insects. Temperatures in tobacco fields during working hours may range from Twenty (20) degrees to over one hundred (100) plus degrees. Flue cured Tobacco work is paid the hourly adverse effect wage rate (AEWR).

BURLEY TOBACCO: Growing Tobacco transplants: Greenhouse preparation, seeding, & maintenance; & plantbed preparation. Transplant Activities. Cultivation & maintenance. Harvest, curing, stripping, baling, & preparation for marketing. These work activities anticipated to be performed at any time/various times throughout the entire period of employment. Workers plant, cultivate, harvest(cut & house), strip & bale Burly Tobacco. Workers may ride/operate mechanical transplanter for planting. May walk behind transplanter to reset missing plants. Workers will chop out weeds with a hoe, or pull weeds by hand. Workers will remove tops & suckers from plants. Workers using a tobacco knife will cut ripe plants off at ground level & spear the tobacco stalk over metal spear onto wooden stick (stick is 48 inches long, one end is stuck in ground, & metal spear is placed on other end). Industry standard is six (6) plants may weigh 80-100 pounds, & plants may be seven (7) feet tall). Workers may drop sticks in standing tobacco before cutting by hand or by machine. Worker will transfer tobacco-loaded sticks from ground to wagon or trailer & load sticks in orderly fashion on said wagon or trailer. Worker will then transfer sticks from wagon or trailer to other workers standing on rails in tobacco-curing barn. Workers standing on rails (worker stands with one foot on each rail -- rails may be 48 inches apart & from 6 to 40 feet from ground) will either hang stick & separate plants, or will transfer to another worker for purposes of air-curing the tobacco. For best results, curing barns should be filled in as short a time as possible.

Care must be exercised to prevent bruising or breaking of plants & leaves at all times. Care must also be exercised in using tobacco knife, spear, while standing on rails, & stripping the crop. Workers will take great care when stripping (removing tobacco from the stick) the tobacco. The tobacco is taken down from the barn. The stalks with leaves are removed from the sticks & piled under a piece of plastic to retain moisture (bulking down). Each worker pulls his assigned grade for the stalk & passes the stalk down to fellow workers. When a worker gets a full hand, the tobacco is tied into ?hands? & placed on a strip stick. May assist in baling tobacco by placing cured tobacco onto conveyor loading system or directly into baler. Burley tobacco work is paid the hourly adverse effect wage rate (AEWR).

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3. Details of Material Term or Condition (up to 3,500 characters) \* PICKLE CUCUMBERS: Harvest activities: These work activities anticipated to be performed during the summer & fall months of the period of employment. Move along row, stoop & bend to pick all cucumbers 1/4 inch in diameter & larger. Discard all jumbo cucumbers (over 2 inches in diameter) in the row middle & place remaining cucumbers in a 5/8 bushel bucket. Carry full buckets to a nearby truck for dumping, receive ticket or token in emptied bucket & return to assigned row to continue task. Worker must be careful to avoid damaging vines, blooms & smaller cucumbers. May be required to block & thin cucumbers & perform general cultivation work & move tractors or trucks on the farm incidental to picking. Workers must "clean the vines" (pick all cucumbers of marketable size) & larger as specified by the supervisor. It is extremely important that the Workers remove & discard all cucumbers over 2" in diameter from the vine. Workers will be required to stay on their assigned row.

SWEET POTATOES: Growing Sweet Potato transplants; plantbed preparation & maintenance activities. Transplant Activities. Cultivation & maintenance activities. Harvest activities. These work activities anticipated to be performed at any time/various times throughout the entire period of employment. Sweet Potato plant-cutters (slip cutters) will stoop, bend & kneel to pull sweet potato plants from beds, exercising care in selecting plants of appropriate variety, size & quality as specified by supervisor. May use knife &/or scissors to cut slips. Selected plants will be boxed in an orderly fashion in field crates & crates windrowed & loaded on trailers for transport. Sweet Potato plant cutters (slip cutters) will be paid hourly. Sweet Potato Transplanting Will ride mechanical planter to transplant the cut slips into prepared field rows. May walk behind planter to reset &/or transplant missing plants. Sweet Potato Transplanting will be paid hourly. Sweet Potato harvest workers will walk along row that has been previously plowed. Workers will stoop, bend & kneel to pick up sweet potatoes using hands & fingers to dig out unexposed potatoes. Workers may grade in the field separating #1's & #2's into separate 5/8 field hampers. Canners, when harvested will be placed into a separate bin. Damaged or diseased potatoes will not be harvested. Full hampers weighing up to 35 lbs. will be carried to truck row to be loaded onto truck or trailer. Workers will be required to stay on their assigned row. Workers may be required to ride a mechanical harvester. Hand harvesting sweet potatoes will be paid on a piece rate of .50 per 5/8 bushel. Mechanical harvesting, if applicable, will be paid the hourly adverse effect wage rate (AEWR). When digging sweet potatoes, workers will take care to place potatoes in the bucket gently to avoid bruising the potatoes. Workers must not put excess dirt, potato vines, damaged potatoes, cut potatoes & other non potato related materials in the bucket to be dumped. When delivering the buckets to the dumpers, workers must pass the bucket carefully, hand to hand to the dumpers to avoid injury & damage to the harvested potatoes in the bucket & field bins. Workers must never toss or throw buckets containing potatoes.

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

3. Details in Material 15:11 of Orthan (a) to 3.000 with the state of & pick out potatoes. Potatoes which are one (1) inch in diameter & larger will be placed in 5/8 bushel buckets. Potatoes smaller than one (1) inch in diameter are discarded in the row middle. Filled buckets are taken to trucks or trailers for dumping. Workers will receive ticket or token for each bucket & return to assigned row to continue work. Worker must carefully handle potatoes & avoid bruising. Workers will be required to stay on their assigned row. Harvesting red or white potatoes will be paid on a piece rate of .30 per 5/8 bushel.

SWEET CORN: Harvest activities. Work activities anticipated to be performed during the late spring, summer & fall months. Workers will stand & walk to pick corn according to size, color, shape & degree of maturity & place into field containers. Workers may carry full container weighing approximately forty (40) lbs. & empty into field bin or load onto trailer. May be required to pull & discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain.

SQUASH, STRING BEANS, EGGPLANT, TURNIPS, ONIONS, BUTTER BEANS, PEAS, OKRA, & RADISH: Planting, cultivation & maintenance activities. Harvest activities. These work activities anticipated to be performed at any time/various times throughout the entire period of employment. Workers will bend & stoop to transplant, if applicable, & cultivate & to pick vegetables according to size, color, shape & degree of maturity & place into field containers. Workers may carry full container weighing approximately forty (40) lbs. & empty into field bin or load onto trailer. May be required to pull & discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

BELL PEPPER, LONG HOT PEPPERS, JALAPENO PEPPER, CUBAN-L, CHERRY, BANANA PEPPERS: Planting, cultivation & maintenance activities. Harvest activities. These work activities anticipated to be performed at any time/various times throughout the entire period of employment. Workers will bend & stoop to transplant, if applicable, & cultivate pick peppers according to size, color, shape & degree of maturity & place into field containers. Workers may carry full container weighing approximately forty (40) lbs. & empty into field bin or load onto trailer. May be required to pull & discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain.

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required to work in fields when plants are wet with dew or rain.

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& stoop to pick vegetables empty into field bin or load	according onto traile	to size, color, shape & degree of maturity & place into field co	g the late spring/early summer months & late summer/fall months. Workers will bend ontainers. Workers may carry full container weighing approximately forty (40) lbs. & visor. Pickers will take care not to bruise or scar produce. Workers will stand on feet
TOMATOES & TOMATILLO Activities cultivation & main	OS: Growintenance a	ng Tomato transplants: Greenhouse preparation, seeding, & $\iota$ ctivities. Harvest activities. These work activities anticipated t	naintenance; & plant bed preparation, seeding & maintenance activities. Transplant be performed at any time/various times throughout the entire period of e of maturity & place into field containers. Workers may carry full container weighing
produce. Pre-harvest activi plastic &/or drip tape. Work	ties for ton ers will sta	natoes may include staking, tying/stringing, transplanting & pr and on feet for long periods of time. Workers are required to w	·
will bend & stoop to pick st	rawberries	according to size, color, shape & degree of maturity & place	ned during the mid spring/early summer months & late summer/fall months. Workers into field containers. Workers may carry full container weighing approximately forty d by supervisor. Pickers will take care not to bruise or scar produce. Workers are

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3. Details of Material Term or Condition (*up to 3,500 characters*) \*
BLUBERRIES: Harvest activities. Transplant Activities. Work activities anticipated to be performed during the late spring/early summer months & fall months. Workers will stand bend to pick blueberries according to size, color, shape & degree of maturity & place into field containers. Workers may carry full container weighing approximately forty (40) lbs. & empty into field bin or load onto trailer. May be required to pull & discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain.

WATERMELONS & CANTALOUPES: Transplant Activities. Harvest activities. Work activities anticipated to be performed during the mid spring/early summer months through summer/fall months. Workers will walk along rows & cut melons according to size, color, shape & degree of maturity using a knife. May carry to trailer or windrow. The pay rate for watermelons & cantaloupes is paid the hourly adverse effect wage rate (AEWR).

PUMPKINS & GOURDS: Harvest activities. Work activities anticipated to be performed during the late summer months through the fall months. Workers will bend & stoop to pick vegetables according to size, color, shape & degree of maturity & place into field containers. Workers may carry full container weighing approximately forty (40) lbs. & empty into field bin or load onto trailer. May be required to pull & discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities for tomatoes may include staking, tying, transplanting & pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Pumpkin Harvest is hourly paid at AEWR rate.

CABBAGE & COLLARD, KALE, SPINACH & MUSTARD GREENS: Planting, cultivation & maintenance activities. Harvest activities work activities anticipated to be performed during the late summer months through the fall months. Workers will cut mature collards, cabbage heads & bunches of collard, kale & mustard greens using knife as specified by employer. Products will then be placed into sacks or boxes & placed on trailer for transport. Workers may grade products removing bad or damaged leaves & repack for shipment. Workers will be required to stay on their assigned row. All cabbage, collard, kale & mustard green work will be paid the hourly adverse effect wage rate (AEWR).

ASPARAGUS: Planting & Harvest activities. These transplants are two year old crowns. Work activities anticipated to be performed during the late spring/early summer months & late summer/fall months. Move along assigned row, stooping, bending, & reaching to break asparagus spears at ground level. May operate self-propelled harvesting aid on which workers ride while stooping to break spears at ground level. Spears which are under 1/4 inch in diameter (measured at butt) are discarded. Spears over 1/4 inch in diameter which exceed 7 1/2 inches in length will be rebroken at the butt end. Any spear head which has begun to open will be discarded. Spears meeting harvest specifications will be placed in a straight fashion in field buckets & carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. All asparagus work is paid the hourly adverse effect wage rate (AEWR).

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3. Details of Material Term or Condition (up to 3,500 characters) \* APPLE/APPLE HARVEST: All Varieties: While performing all of the following duties, workers will be expected to conform to the specific instructions provided each day by the supervisory staff, according to established company procedures accounting for difference in the treatment of different varieties and instructions based on market, fruit condition and operational demands.

Worker will plant, prune, thin and tie apple trees according to supervisor? instructions picking numerous varieties of apples? remove apple from tree by hand according to supervisor?s instructions. Place apple into 50lb picking bag, empty completed bag into bin. Some varieties must be picked from ladders up to 16 feet in length.

Worker will pick according to grade, color and size and remove fruit in a manner so as to not harm the adjacent fruit on the tree branches, or physically damage fruit that is being harvested, or damage the tree while picking. Provide general labor to assist in the establishment and maintenance of orchard properties by clearing property, planting trees, building trellis, setting up, operating and maintaining irrigation systems and any other labor considered necessary for the efficient and safe operation of orchard properties.

Abilities & Skills Required: Employees must display the ability to properly move, place and work from orchard ladders up to 16-feet in height, making the necessary adjustments for various procedures. Employees must be able to pick and transfer fruit without doing damage to the fruit picked (e.g., exceeding 1% bruising of fruit). Employees must regularly lift and/or move up to 25 pounds and must frequently lift and/or move up to 60 pounds. Employees must be able to see all colors accurately in order to perform color-specific select picking. Employees must have the ability to recognize product quality. The job requires regular standing and walking. Employees are frequently required to use hands to finger, handle or feel; reach with hands and arms; and climb or balance. The employee is occasionally required to stoop, kneel, crouch, or crawl under trellis wires. Employee must possess the requisite physical strength and endurance to repeat the above listed processes throughout the workday, at a sustained and vigorous pace and make bona fide efforts to work efficiently and consistently. Must be able to perform all duties within this job description in what can be considered a safe manner, adhering to all established farm safety guidelines, practices and procedures. Must have ability to communicate effectively and courteously with supervisors and co-workers. Must wear all required and assigned personal protective equipment at all times when required to do so. For food and general personal safety purposes, all workers will be required and expected to follow proper hygiene practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to wash their hands thoroughly with soap and water after using the bathroom, after eating food and before entering the produce fields for harvest activities. In addition, workers will be expected to follow all food safety and personal hygiene guidelines that the farm adheres to as part of their Food Safety Programs.

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3. Details of Material Term or Condition (up to 3,500 characters) \*
Harvested fruit will be inspected according to grade, color and size. Job specifications can change from time to time during the season due to crop, weather and/or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day thus ensuring that the farm is able to provide a quality product to their customers. Workers will be expected to adhere to specific picking instructions according to grade, color and size and remove fruit without harming adjacent buds. Workers may be required to prune apple trees in accordance with instructions provided by the farmer or supervisor. Horticultural Nursery: 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, watering, rooting, loading, transporting, discarding, rotating, ording, bruning, 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. All horticultural nursery work is paid the hourly adverse effect wage rate (AEWR).

GRAPES: Performs a variety of tasks under supervision in grape vineyard. Primary tasks are grape production & cultural activities, including planting & cultivating vines & harvesting grapes. Performs vineyard canopy management to permit light & air to circulate around grapevines, including thinning fruit & removing shoots & vines. Performs vineyard maintenance activities, such as weed control with mowers, hand rakes & chemicals. Sprays vines & fruit with herbicides, pesticides & fungicides. Installs & maintains vine trellises & ties vines to trellises. May load & unload trucks, install irrigation equipment & clean equipment. Assists in moving harvested fruit from field to processing area. May perform general tasks relative to grape vinevard production. All grape work is paid the hourly adverse effect wage rate (AEWR).

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Work may also include mechanized field work using power equipment. By way of example & not limitation power equipment may include tractors, planters, sprayers, cultivators & other equipment. Workers will be expected to be able to operate agricultural equipment with or without direction. All grape work is paid the hourly adverse effect wage rate (AEWR).

HAY & STRAW: Hay harvest & straw baling activities. These work activities anticipated to be performed at any time/various times throughout the entire period of employment. Move along rows of previously baled hay & straw, bending, stooping & lifting 30 to 60 lb. bales. Load & stack bales onto a truck or trailer, move tractor or truck in the field incidental to loading. Worker may unload & restack for storage. All hay & straw work is paid the hourly adverse effect wage rate (AEWR).

SOYBEANS WHEAT & COTTON: Weed & grass removal activities. Harvest activities, These work activities anticipated to be performed at any time/various times throughout the entire period of employment. Workers will walk along rows as specified by employer & remove weeds & grass from sovbean & cotton fields by hand or using a hoe. Workers may assist in harvest activities.

BLACKBERRIES: This is a difficult job in part because blackberries grow on thorny vines and the brambles tend to scratch and irritate the skin. Harvest is a difficult, job that requires constantly reaching into thorny blackberry plants. Necessary manual dexterity and the requirement to avoid bruising the berries preclude wearing gloves and some briar scratches are normal complications. Workers must be diligent to avoid natural complications related to natural hazards, including poison oak, chiggers, & snakes. Workers will stand, bend & stoop to pick blackberries according to size, color, shape & degree of maturity & place into field containers. Workers will be expected to pick fully ripe blackberries, discard any deformed, decayed or undersized berries according to supervisor?s instructions. Also, workers must carefully remove & undesirable berries from plant that would later cause fungi to attack the plant. Workers will carry full containers to the field trailer. Workers will properly fill all baskets. The workers will take turns transporting blackberries to the cooler, but must transport all fruit to coolers at least hourly. The berries will be inspected for quality & loaded for transportation. Blackberries must be field graded. Berries must be undamaged & perfect. All berries must be handled carefully to prevent bruises or fingernail cuts. Pickers will take extreme care not to damage the delicate berries. Quality & workmanship is of the utmost importance. Workers will also be required to effectively pack blackberries in various containers, clamshells, quart

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.

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3. Details of Material Term or Condition (up to 3,500 characters) \* SEASONAL CALF/COW ACTIVITIES: Will assist in seasonal calving activities, feeding, administering medications, moving cows and calves from one pasture to another for grazing and foraging purposes. Maintaining on farm fencing. Will operate truck mounted and trailer drawn mixer grinder equipment to blend prescribed feed and supplements according to specific instructions and supervision. Will distribute feed blends into fixed feed troughs using mechanical equipment with deliberate caution and care not to hurt animals or equipment.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work may be performed during light rain & in high humidity & in temperatures ranging from 100 degrees to 20 degrees F. Workers will work on their feet in stooped or crouched position for long periods of time. Worker must be able to lift up to 60 pounds throughout the workday. 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 on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers with specific tractor operation experience are also likely to operate a tractor to assist in land preparation & planting/cultivation activities. This may or may not be incidental work, at any given time, & will vary widely with each respective grower member?s farm. 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, weeding or hoeing various crops such as cotton, soybeans, cleaning & repairing farm buildings, seed beds, racks, grounds, set up & move irrigation pipes & equipment, gardening, weeding & shrubbing, etc. All other duties assigned under this order will be those duties of Farmworker, Diversified Crops, 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.

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The grower will evaluate applicant(s) performance of required tasks. If the performance is not acceptable to the grower in its sole discretion the worker will be given substantive instructions, warning notices as appropriate, & finally termination of employment for lawful job related reason(s) described elsewhere in these documents.

All domestic &/or nonresident seasonal farm workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, & will be based on factors including the recipient?s performance & tenure.

Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the necessary work to grow the farmer?s

All terms & conditions included in the job order apply equally to all workers, domestic & foreign, employed under this job order.

Many growers may grow one or more of these other crops depending on many variables including favorable available markets, favorable plant stock & unexpected land availability, favorable weather conditions, poor crop & weather conditions in other growing areas, & other factors that cannot be determined at the time this application is made. Farmers will frequently decide whether to plant these crops & what crops they will plant after this job order is submitted. Crops may not be determined until well after employment has begun. The anticipated work periods involved in these other crops vary widely & can occur at anytime during the growing season & during the course of this employment period. Asparagus, Apples, Pickle Cucumbers, Collards, Butter Beans, Squash, String Beans, Sweet Corn, Long Green Cucumbers, Bell Peppers, Eggplant, Turnips, Tomatoes, Tomatillos, Long Hot Peppers, Jalapeno Peppers, Field Peas, Strawberries, Onions, Radishes, Cabbage, Watermelon, Cantaloupe, Spinach, Kale, Mustard Greens, Peaches, Horticultural Nursery, Blackberries, Okra, Pumpkins, Grapes, Gourds, Hay & Straw, Banana & Cherry Peppers, Cuban-L Pepper, wheat. 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.

#### p. Job Offer Information 16

1. Section/Item Number * A	4.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Description
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3. Details of Material Term or Condition (up to 3,500 characters) \*

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.

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

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Section/Item Number * A.8a 2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers needed - NCGA & Joint Employers
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3. Details of Material Term or Condition (up to 3,500 characters) \* Workers recruited under this Job Order are recruited to work on any member employer's farm, & will be assigned & transferred, as needed, to meet the needs of Association members for workers in the certified occupation during the period of employment The North Carolina Growers Association, Incorporated is a non-profit growers cooperative (agricultural association), as defined at 20 CFR 655.103(b), that consists of fixed site farmers (employer members) across the state of NC, that recruits, solicits, hires, employs, furnishes, houses, shares, transfers among its certified members & transports workers subject to section 218 of the INA in the joint employer format enabled by the statute. As defined at 20 CFR 655.103(b) & provided at 20 CFR 655.131(a-b) & the North Carolina Growers Association is making this master Application for Temporary Employment Certification as a joint employer association with its employer members pursuant to the governing regulation at 20 CFR 655.131(a-b). The number of workers shown in Section A.2 of the ETA Form 790 is the aggregate number of foreign workers that will be employed by the association & its employer members under this temporary employment certification application. The approximate maximum number of workers (foreign & domestic) to be employed in the certified occupation by the individual employer member(s) of the association is shown in the Addendum (the list of employers). The numbers shown in the addendum are approximations provided for the convenience of governing administrative agencies. Pursuant to 20 CFR 655.131(a-b), all temporary labor certifications issued to the Association may be used for the certified job opportunities of any of its members. Pursuant to 20 CFR 655.131(b), workers authorized by the temporary labor certification may be transferred among its certified employer members to perform work for which the temporary labor certification was granted. The Association will control the assignment of workers authorized by the temporary labor certification & maintain records of such assignments, & may as allowed by the regulation, transfer workers among its certified employer members as needed, from time to time, during the period of employment, to perform the work for which the temporary labor certification was granted. The actual number of workers employed in the certified job opportunities of an Association member at any given time may be more or less than the approximate numbers shown in the addendum, depending upon real time conditions, including, but not limited to, crop conditions, weather, markets or other circumstances that develop during the course of the growing season. The number of workers requested in Section A.2 of the ETA Form 790 is not the sum total of the approximate number of workers (foreign & domestic) shown in the addendum because workers may work for more than one employer member over the course of the employment period.

#### r. Job Offer Information 18

Section/Item Number *	A.8a	Name of Section or Category of Material Term or Condition *	Job Duties - Housing Additional Disclosures
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3. Details of Material Term or Condition (up to 3,500 characters) \* 5. Details on Material 1 cm and 30 minutes and 1 cm and 1 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. All housing will meet all Federal, State & local housing standards in the jurisdiction involved. 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 employerprovided 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. When rental, public (hotel/motel) or similar accommodations are provided they will meet the local or state minimum standards for the jurisdiction involved or, in the absence of such standards, the federal OSHA regulations at 29 CFR 1910.142 and the farmer will document compliance in writing and will be responsible for all related costs. 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 facilities 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 workers? wages. Employer-provided housing is equipped with kitchen facilities, cooking utensils & similar items for the use of residents. Continues

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

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Additional Disclosures
disclosed in writing. Housing during the period of occuparequired to report any comhousing or the grower to be inspect the housing to assorb official duties is permitted. provided their presence do location at the place of empolicitation will not be permitted thousing provided is gremployer?s property, & to	ng will be kancy. Occupliance processor out of course compliance out of course compliance out disressor out disreployment for itted. Visite oup housing assure the	ept clean & in compliance with OSHA farm labor camp standar pants must cooperate with the employer & other workers in moblem with the housing to the employer or supervisor immedia mpliance with any federal, state, or local regulation. The empliance with OSHA standards. Access to housing by Job Service mmental outreach workers, social service providers & other virupt nor interfere with the right of quiet enjoyment of other resion such visits is provided. Visitors who disrupt residents? quiedors soliciting or engaging in illegal activity will be reported to larg. All residents must be mindful of the right of other residents comfort of all residents, the employer has developed housing	general kitchen may be provided with a central cook. Special circumstances will be ards when occupied. The housing must remain in compliance with OSHA standards naintaining the housing unit in a clean condition & good repair. Residents are tely upon discovery. Residents must not take any action to deliberately cause the oyer, who is ultimately responsible for ensuring compliance, retains the right to evolve outreach workers & other authorized government personnel in the exercise of their sitors will be permitted in the common area & other parts of the housing premises dents. Where there is no common area, the employer will ensure that an appropriate tenjoyment of their housing will be required to leave the premises. Commercial aw enforcement authorities & required to leave the premises.  for quiet enjoyment of the housing. For the protection of the employer & the rules which are posted in all housing units. All residents & visitors will be required to up to & including termination of employment & removal from the housing.

t. Job Offer Information 20

Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Contract Impossibility
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3. Details of Material Term or Condition (up to 3,500 characters) \*

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 655.122(o). 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, as applicable. 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 herein at paragraph 9(B), in compliance with the Three-fourths guarantee regulation described at 20 CFR 655.122(i)(1), 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.

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

 loh	Offer	Inform	ation	21

1. Section/Item Number *	A.8a	Name of Section or Category of Material Term or Condition *	Job Duties - Additional Terms and Conditions

3. Details of Material Term or Condition (up to 3,500 characters) \* 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 Item 11. 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, and finally termination of employment for lawful job-related reason(s) described elsewhere in these

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(g). Grievance & 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.). Continues

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Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties	- Additional	Terms and Conditions	
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3. Details of Material Term or Condition (up to 3,500 characters) \* 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. Unemployment Insurance and Eligibility All US workers referred though the Interstate Clearance System for employment under this agreement will be covered by unemployment insurance. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed. Assurance to Comply with all Applicable Federal, State, Local Laws Employer agrees to abide by the regulations at 20 CFR 655.135(a-l), Assurances, & at 20 CFR 653.501. Job Assignments Under NCGA Joint Employer Association Application. 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 Item 17 of this Job Order.

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

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1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Discipline
work for which the worker was re as specified in Item 11 & Attachn termination of employment, f) absemployer may terminate the work consistent with current law, will in Testing is not part of the applicate but is not limited to: Theft from the Reasonable instruction given by verbally, mentally, or physically; I lawful or reasonable instruction the caution considered reasonable unaction that causes the employer willful & cannot be described as a failure to obey a lawful & reasonable.	cruited & hire nent, d) malin andons his er wer (foreign o npair the safe ion/interview e farmer or out the farmer or outlying or hanat is consisted to be out of car mistake or able request of the safe in the circuit of the control	ed, b) commit serious act(s) of misconduct or serious or repeated violation(sigers or otherwise refuses without justified cause to perform as directed the mployment; g) falsifies identification, personnel, medical, production or othe r domestic) with notification to the employment service if employer discoverety & living conditions of other workers. Workers may be required to take a process and will occur after employment begins. In general, with respect to ther workers; fighting, assault; fraud; falsifying work related records; being it or supervisor; repeated acts of misconduct for which the employee has beer trassment (including verbal, physical, sexual); willful or malicious damage to ent with the terms & conditions of this job offer & job description; willful failures unstances resulting in an injury to the worker, another worker, supervisor, frompliance with the law; removing or misusing any employer property. A ser an act of negligence. In general, with respect to item 18j above, in the conte	the Job Service local office of the termination if the worker: a) refuses without justified cause to perform s) of Work Rules attached hereto. c) fails after completing the demonstration period to perform the work of work for which the Worker was recruited & hired; e) provides other lawful job-related reason(s) for work related records, h) fails or refuses to take a drug test, or i) commits acts of insubordination, j) the sa criminal conviction record or status as a registered sex offender that employer reasonably believes, drug &/or alcohol test at no cost to the worker. Testing positive will result in immediate termination. It item 18b above, in the context of this job offer & job description, serious act(s) of misconduct includes intoxicated at work on drugs (abuse of prescribed drugs or illegal drugs) or alcohol; disobeying a lawful no warned; abusing or threatening another employee, the supervisor, farmer, or any other person either to employer?s property or another worker?s property; willful failure or repeatedly refusing to carry out a pre in the performance of the duties described herein to exercise the appropriate degree of care or armer or any other person, or in damage to the crops or farm tools & equipment; taking deliberate rious act of misconduct in the workplace is, in general, characterized as an objectionable action that is ext of this job offer & job description, insubordination will be considered to be any willful or intentional appropriate authority. The basic elements of insubordination are as follows: 1.) A reasonable & lawful

#### x. Job Offer Information 24

so that there is no lapse in coverage.

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Discipline, Reporting, Worker Comp
3 Details of Material Term of	r Condition	(up to 3 500 characters) *	

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 nonperformance. 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 employers. 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. 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 paragraph 18 above. 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

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

v. Job Offer Information 25

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

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

#### z. Job Offer Information 26

,	1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - work rules
4	3 Details of Material Term of	r Condition	(up to 3 500 characters) *	

- Details of Material Term or Condition (up to 3,500 cnaracters) ^
   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
- 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 any time 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.

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

1. Section/Item Number * A.8	a 2. Name of Section or Category of Material Term or Condition *	Job Duties - Work Rules
30. Workers must be ab	dition (up to 3,500 characters) * ected to perform any of the listed duties and wor le to move quickly along the rows and move in unment devices Prohibited at Work- Do Not bring	
. Job Offer Information 28		
Section/Item Number * A.8	a 2. Name of Section or Category of Material Term or Condition *	Job Duties - Housing Rules
mindful of the rights of other residents for qui will apply. Violators of the housing rules will be 1. Housing assignments will be made exclusi may not reassign themselves nor switch hous 2. Workers assigned to bunk beds may not s 3. No person not assigned to the housing uni 4. Occupants must cooperate with the emplo prohibited from modifying housing structures 5. Workers shall report any problem with the	et enjoyment of employer-provided housing. For the protection of the employer and the employer to disciplinary action, which may include termination of employment and/or removely by the employer. Workers may occupy only the housing to which they are assigned. Vising assignments with other workers. eparate the bunk beds, as open floor space in sleeping rooms is needed by all occupants. It by the employer may occupy a bed or stay overnight in the housing unit. If yer and other workers in maintaining the housing unit in a clean condition and in good repair any way or building any type of structure on the employer?s property including the area housing or any potential problem with compliance immediately upon discovery to the employer.	Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor. Workers are air. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers are a surrounding the housing.

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

cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.

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

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.

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.

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

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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.

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.

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.

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Section/Item Number * A.8a 2. Name of Section or Category of Material 2.	rm or Condition * Job Duties - Housing Rules
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- 3. Details of Material Term or Condition (*up to 3,500 characters*) \* 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
- 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.

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1. Section/Item Number * A.8a	Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Days and Hours of work per week
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3. Details of Material Term or Condition (up to 3,500 characters) \*

Anticipated Days and Hours of work per week

Worker will report to work at the designated time & place as directed by the Grower each day. The standard work week of eight (8) hours per day Monday through-Friday & six (6) hours on Saturday is normal. Workers may be requested to work up to ten (10) hours per day depending upon the conditions in the fields & maturity of the crops, but will not be required to work more than eight (8) hours a day Monday through Friday & six (6) hours on Saturday. Workers may be offered work on federal holidays & on their Sabbath but will not be required to do so Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer?s control. These periods can occur anytime throughout the season.

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

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1. Section/Item Number *	A.8a	Name of Section or Category of Material Term or Condition *	Job Duties - Job Description	
Details of Material Term or Condition (up to 3,500 characters) *     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. 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.

Full Growing Season Commitment: The job offered requires that the worker be available for work eight (8) hours per day Monday through Friday & six (6) hours on Saturday every day that work is available for the full period of employment shown in Item 9 of the ETA Form 790, even though work may be slack for brief periods, from time to time throughout the employment period in the production of these crops. The worker agrees to be available for work & perform the assigned work for the assigned employer whenever work is available through the full period of employment shown in Item 9. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required eight (8) hours per day Monday-Friday, & six (6) hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause, prior to the end of the period of employment shown in Item 9 of ETA Form 790 he will forfeit the 3/4 guarantee & reimbursement of certain transportation costs described elsewhere in this job order & will not be eligible for rehire. Excessive absences &/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated & may result in termination.

Daily individual work assignments, crew assignments, & location of work, will be made by & at the sole discretion of the farm manger &/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day &/or different tasks on different days. Workers will be expected to perform any of the listed duties & work on any crop as assigned by the worker's supervisor. Persons seeking employment as an experienced farm worker must be available for the entire period requested by the employer. Applicants who go to work will be subject to continuous evaluation by the grower throughout the entire period of employment.

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Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Hourly Work Schedule					
3. Details of Material Term o 7:00 - 4:00 with 1 ho	3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * 7:00 - 4:00 with 1 hour for lunch is normal, generally. Days and Hours can vary widely depending on real time circumstances. When							
necessary, variation	s will be	e disclosed as they are known.						

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1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Full Growing Season Commitment
through Friday & six ETA Form 790, ever production of these whenever work is av	n Comn (6) hou n thougl crops. T vailable	nitment: The job offered requires that the worl ars on Saturday every day that work is available by work may be slack for brief periods, from tin The worker agrees to be available for work & particular the full period of employment shown	ker be available for work eight (8) hours per day Monday ble for the full period of employment shown in Item 9 of the ne to time throughout the employment period in the perform the assigned work for the assigned employer in Item 9. Work available is defined as, no work required on ars per day Monday-Friday, & six (6) hours on Saturday.

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1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 3/4 Guarantee
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3. Details of Material Term or Condition (up to 3,500 characters) \* 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 eight (8) hours daily Monday through-Friday & six (6) 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 quarantee 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).

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

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Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Terms and Conditions
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3. Details of Material Term or Condition (up to 3,500 characters) \*

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 is permitted in the housing facility outside work hours in accordance with applicable governing laws, work rules and housing rules.) 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.

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1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - US Workers First Week Guarantee
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3. Details of Material Term or Condition (up to 3,500 characters) \*

In accordance with the regulations governing agricultural clearance orders at 20 CFR 653 the employer will provide a U.S. worker referred through the Agricultural Recruitment System forty six (46) hours of work for the week beginning with the anticipated date of need, specified in item 9 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, stacking tobacco racks, cleaning & maintaining farm buildings, pulling & chopping weeds, cutting ditch banks & hedge rows, cutting firewood, fence repair & the repair & maintenance of farm buildings.

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

Job Offer Information 37

Job Duties - Approximate date range of activities A.8a Section/Item Number \* 2. Name of Section or Category of Material Term or Condition

3. Details of Material Term or Condition (up to 3,500 characters) \*
APPROXIMATE DATES OF CROPWORK ACTIVITIES FOR ALL COMMODITIES INCLUDED IN THIS APPLICATION: All of the dates of job activities listed in the job described may, in fact, occur earlier and/or later depending on a wide variety of variables including, but not limited to, weather conditions, weather conditions, weather conditions, weather score pressure, positive/negative market conditions, availability or lack of availability of production inputs, high or low costs of available inputs, and other factors, that the grower(s) could not reasonably anticipate at the time this application is filled with NCSWA/ US DOL ETA and that is beyond the control of the growers. These unpredictable factors may occur at any time during the course of the growing season.

GENERAL FARM MAINTENANCE ACTIVITIES: general farm maintenance activities including, but not limited to, cutting ditch banks and hedge rows, cutting firewood, fence mending and the repair and maintenance of farm buildings and equipment can occur, and may be assigned at any time during the full period of the employment.

FLUE CURED TOBACCO: Growing Tobacco transplants: Greenhouse preparation, seeding, and maintenance; and plant bed preparation, seeding and maintenance activities generally take place from February 1 - June 1. Transplant Activities generally take place from April 1 - June 1. Cultivation and maintenance activities generally take place from April 1 - October 1. Harvest, curing, baling, and preparation for marketing activities generally take place from June 15 - November 9

BURLEY TOBACCO; Growing Tobacco transplants; Greenhouse preparation, seeding, and maintenance; and plant bed preparation, seeding and maintenance activities generally take place from February 1 - June 1, Transplant Activities generally take place from April 1 - June 15, Cultivation and maintenance activities generally take place from April 1 - October 1. Harvest, curing, stripping, baling, and preparation for marketing activities generally take place from July 15 - November 9.

PICKLE CUCUMBERS; Harvest activities generally take place in spring/summer from May 25 - July 25; fall harvest is generally from August 25 - October 25.

SWEET POTATOES: Growing Sweet Potato transplants: plant bed preparation and maintenance activities generally take place from May 1 - July 1. Transplant Activities generally take place from May 1 - July 15. Cultivation and maintenance activities generally take place from May 15 - October 1. Harvest activities generally take

RED AND WHITE POTATOES: Harvest activities generally take place from May 15 - July 20.

SQUASH, STRING BEANS, EGGPLANT, TURNIPS, ONIONS, BUTTER BEANS, PEAS, OKRA: Planting, cultivation and maintenance activities generally take place from April 15 - October 1. Harvest activities generally take place from May 15 - November 9.

BELL PEPPER, LONG HOT PEPPERS, JALAPENO PEPPER, CUBAN-L, CHERRY, BANANA PEPPERS: Planting, cultivation and maintenance activities generally take place from May 15 - September 1. Harvest activities generally take place from May 15 - October 15.

SWEET CORN: Harvest activities generally take place from June 1 - October 25

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A.8a Job Duties - Approximate date range of activities 1. Section/Item Number \* 2. Name of Section or Category of Material Term or Condition \*

3. Details of Material Term or Condition (up to 3,500 characters) \* LONG GREEN CUCUMBERS: Harvest activities generally take place in spring from May 25 - July 25; fall harvest is generally from August 25 - October 20.

TOMATOES AND TOMATILLOS: Growing Tomato transplants: Greenhouse preparation, seeding, and maintenance; and plant bed preparation, seeding and maintenance activities generally take place from February 15 - June 1. Transplant Activities cultivation and maintenance activities generally take place from April 15 - September 1. Harvest activities generally take place from May 15 - October 25. Post-harvest activities generally take place from October 1 - November 9.

STRAWBERRIES: Harvest activities generally take place from April 15 - June 15. Transplant Activities generally take place from September 1? November 9. BLUEBERRIES: Harvest activities generally take place from May 15 - July 1. Transplant Activities generally take place from September 15 - November 9.

WATERMELONS AND CANTALOUPES: Transplant Activities, if applicable, generally take place from April 15 - July 1. Harvest activities generally take place from June 15 - October 15.

PUMPKINS AND GOURDS: Harvest activities generally take place from September 15 - October 20.

CABBAGE AND COLLARD, KALE AND MUSTARD GREENS: Planting, cultivation and maintenance activities generally take place from August 1 - October 1. Harvest activities generally take place from September 1 - November 9. Spring harvest activities generally take place from February 15 ? May 1.

ASPARAGUS: Harvest activities generally take place from April 1 - June 1. Planting activities generally take place from March 15 - May 15. These transplants are two year old crowns.

HAY AND STRAW: Hay harvest and straw baling activities generally take place from May 15 - November 1.

SOYBEANS WHEAT AND COTTON: Weed and grass removal activities generally take place from June 1 - October 15. Harvest activities for cotton generally take place from October 1 - November 9.

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Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - daily transportation continues			
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * 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 & mold 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.						
. Job Offer Information 40						
Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - daily transportation			
Details of Material Term or The employer will offer transports     Section 3 of the ETA Form 796	Condition ( ortation to & 0/Grower A	(up to 3,500 characters) * from the daily work site (from grower provided housing to field or or oddendum attachment, & paragraph 14 above. For US workers who described the control of th	ther worksite & return) at no cost to the workers entitled to the housing benefit described in commute to work daily, the grower will offer free on farm transportation during the work day.			
Modes of transportation/types	of vehicles	be included for daily transportation to and from housing sites to wor	k sites in the NCGA applications vary from farm to farm but fall into the following categories:			
Sport Utility Vehicles of various sizes and configurations: 2-11 passenger Trucks of various sizes: ton, ton, xtra cab, crew cab, regular cab Vans of various sizes: 15 passenger, 7-10 passenger vans Cars of various sizes: Sedans and station wagons transporting passengers 2-7 Buses: Short bus (15-20 passenger), Regular bus (21-40 passenger)						
Worker transportation will oper	rate in two s	shifts, pick-up time is approximately 7:00 or 7:15am, and drop-off tim	ne is approximately 4:00 or 4:15pm. Vehicle safety standards at 29 CFR 500.104 will apply			
For Public Burden Sta	tement, so	ee the Instructions for Form ETA-790/790A.				

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

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.

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Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
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3. Details of Material Term or Condition (up to 3,500 characters) \* 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. 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. Continues

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Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation -
3. Details of Material Term of the subsequent authorized H-2	r Condition A employer h	(up to 3,500 characters) * las not agreed to provide or pay for the foreign worker's transportation to th	e 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. Foreign workers eliqible 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. Continues

. Job Offer Information 44

Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
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3. Details of Material Term or Condition (up to 3,500 characters) \*

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 \$15.46 per day in the absence of receipts submitted by the worker qualified for the benefit. With receipts, payment is capped at \$59.00 per day for this conditional benefit. The Employer will not advance transportation & subsistence costs to the place of employment for any worker.

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

Job Offer Information 45

1. Section/Item Number * A.	11 2	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - additional pay disclosures
3. Details of Material Term or Co Blueberries Harvest- \$5.00 per 12 pint flat	ndition (up	o to 3,500 characters) *	
Tieing Tomato Plants - \$.35/100 row ft.		\$15.81	
Cutting Tomato Strings - \$.30/100 row ft.		\$15.81	
Pruning Tomato Plants - \$.40/100 row ft.		\$15.81	
Picking Cherry Tomatoes - \$2.00 5/8 bu.		\$15.81	
Picking Green Tomatoes - \$.40 5/8 bu.		\$15.81	
Picking Pink Tomatoes - \$.50 5/8 bu.		\$15.81	
Picking Roma Tomatoes - \$.70 5/8 bu.		\$15.81	
Pulling Turnips - \$.80 - 5/8 bu.		\$15.81	

The tasks listed above will be paid at the above listed piece rates whenever possible. In instances when, in the employer's judgment, working conditions are unusually adverse, the employer may, in its discretion, temporarily raise the piece rate above the rates listed above, or may elect to pay workers at the applicable hourly AEWR rate, in order to assure workers fair earnings. None of the tasks listed above will be paid at less than the above-listed piece rates.

When picking pickle cucumbers each worker will be paid a minimum of \$.75 per 5/8 bushel bucket for all buckets picked during the pay period and will be guaranteed the AEWR; however the workers earnings will be based on the various sizes of the cucumbers picked each day by the total crew. Each bucket picked will include cucumbers of all marketable sizes. These full buckets picked by all pickers in the crew will be dumped in a common field bin. The worker will be given a token or ticket for each 5/8 bushel bucket dumped in the bin. The cucumbers will be taken to the grading station operated by the company that buys the pickles grown by the Employer. The buyer's grading machine separates by size the pickles furnished by the Employer. The Employer is paid for his cucumbers by size grading; the Employer will pay the workers 44% of the total proceeds. Each bucket under this system equals one 5/8U.S.bushel. At the end of the grading process, the total crews earnings are determined for the day. The mix rate for the day will be determined by dividing the total number of 5/8 bushel buckets picked by the crew into the total earnings of the crew. The individual worker's earnings will be determined by the number of 5/8 bushel buckets picked that day times the determined mix rate. In no instance will a worker receive less than \$.75 per 5/8 bu. bucket for each bucket picked over the course of a pay period.

. Job Offer Information 46

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - additional pay disclosures
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3. Details of Material Term or Condition (up to 3,500 characters) \*
The estimated hourly earnings listed above for activities paid at piece rates are only estimates; they are not representations or guarantees that any worker will in fact earn the amounts shown. Persons working on a piece rate are guaranteed that their total earnings will be at least the applicable AEWR for all hours of piece work in the payroll period. If the Worker's piece-rate earnings for the hours worked at piece rate during a payroll period result in average hourly earnings of less than the guaranteed applicable hourly AEWR rate the Worker will be provided makeup pay to the guaranteed minimum hourly rate for the hours worked at the piece rate during the respective payroll period. The employer will pay the prevailing piece rate in a crop activity for which a piece rate is specified if the DOL determines that a higher piece is prevailing in the crop activity in the area of intended employment than the piece rate specified herein as soon as US DOL provides appropriate written notice to the Association or employer. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment than the hourly rate specified herein as soon as US DOL provides appropriate written notice to the Association or employer.

Flue Cured Tobacco, Burley Tobacco, Asparagus, Peas, Collards, Sweet Potato Transplanting, Sweet Corn, Watermelon, Hay, Straw, Cantaloupes, Soybeans, Cotton, Pumpkins, Turnips, Eggplants, Onions, Squash, Grapes Harvest, Cabbage, Radishes, Spinach, Strawberry cultivation, Tomatillo, Kale, Mustard Greens, Okra, and Gourds are paid at the applicable hourly adverse effect wage rate (AEWR).

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

. Job	Offer	Inform	ation	47
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1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - pay deductions
garnishments and other withhold from the Employer, long-distance is responsible, and any other rea expressly authorized by the Worl is not required, to make deductio authorization to deduct such due in the weekly wage statement prounion dues deductions and remit and shall not be understood to be elected not to deduct and remit health care benefit that may be othat may be offered and may chottime the Worker states his or her a-month deduction from the Worl	ings as well as telephone of sonable ded wer in writing ins from the Vas. The NCG/ovided to the tances pursue an agreeminion dues mere to the tose to state desire to pulker's wages to stage and the sonable to the sonable to the sonable to the sonable to pulker's wages to sonable the telephone to the sonable to the sonable the so	as for repayment of cash advances and repayment of loans, repayment of or charges, recovery of any loss to the Employer due to the Worker's damage (louctions expressly authorized by the Worker in writing, subject to the followin to make deductions for union dues from the Worker?s wages in accordance Worker?s wages for the purposes of paying union dues and to remit such due a grower member will provide the Worker a written record of any such deduct worker in compliance with the applicable H-2A regulations at 20 CFR 655.1 apart to an agreement, and this statement that such deductions and remittance ent by any NCGA grower member to do so. NCGA growers who voluntarily any decide, on a voluntary basis, to begin deducting and remitting union dues. Worker for the Worker and the Worker's dependents that the Worker choose in writing that the Worker declines to purchase any such Employer-sponsore ir chase such a health care benefit by completing and submitting any required to pay the Worker's portion of the monthly insurance premium. Such authorize	not limited to, FICA taxes, Federal and State Income taxes, court and administratively ordered overpayment of wages to the Worker, payment for articles which the Worker has voluntarily purchased beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker go. Specifically, with respect to a union membership card that includes a payroll deduction authorization with North Carolina state law requirements, the NCGA grower member may on a voluntary basis, but uses deductions to the union in accordance with the Worker?s instructions in the Worker?s signed action (122(k)). Under current North Carolina state law, NCGA grower members may not be required to make sees may be made if an individual NCGA grower member chooses to do so, on a voluntary basis, is not elect to deduct and remit union dues may decide to stop, or, conversely, an NCGA member who has so. Deductions from pay may be made for payment of the Worker's portion for any Employer-sponsorer less to purchase. The Worker will not be required by the Employer to purchase any health care benefit, at the different worker for the Employer to make a once-a-month deduction from wages, that is for the moust be made in writing and signed by the Worker. The Worker's decision to decline or to accept the moust be made in writing and signed by the Worker.

Job Offer Information 48

Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - pay deductions continues
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3. Details of Material Term or Condition (up to 3,500 characters) \*

opportunity 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.

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

. Job Offer Information 49

Section/Item Number *	A.11	Name of Section or Category of Material Term or Condition *	Pay Deductions - additional pay disclosures	
3. Details of Material Term or Condition (up to 3,500 characters) *				

Overtime Rate of Pay: Not Applicable in this Application for Temporary Employment Certification for Agricultural Workers under the DOL H-2A Program. The tasks in the crops listed below will be paid at the applicable hourly adverse effect wage rate (AEWR). Workers are guaranteed that their total earnings will be at least equal to the AEWR per hour for all hours worked in pay period. In accordance with the regulations at 20 CFR 655.122(I) governing rates of pay, the wage rate offered herein is the highest of the applicable adverse effect wage rate, the prevailing hourly rate, the agreed upon collective bargaining wage or the Federal or State minimum wage rate, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification. The AEWR, or other applicable wage rates, are subject to go up during the certified period of employment & the growers will make the adjustments accordingly when the AEWR, or other applicable wage rates, are either published in the Federal Register or when written notice is provided. All activities will be paid by the hour. All work will be paid the applicable hourly adverse effect wage rate (AEWR). The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment than the hourly rate specified herein as soon as US DOL provides written notice to the employer. Any items voluntarily purchased by the worker from the grower would be at cost and not result in a profit to the grower.

. Job Offer Information 50

Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - additional pay disclosures				
Wage Rates, Special Pay Information and Deductions:	3. Details of Material Term or Condition (up to 3,500 characters) *  Vage Rates, Special Pay Information and Deductions:  Overtime Rate of Pay: Not Application for Temporary Employment Certification for Agricultural Workers under the DOL?s H-2A Program.						
The tasks in the crops listed below will be paid at the piece	rates listed. All other w	work will be hourly paid at the applicable hourly adverse effect wage rate (AEWR).					
Workers are guaranteed that their total earnings will be at le worked in the respective pay period.	Workers are guaranteed that their total earnings will be at least equal to the applicable AEWR per hour for all hours worked in pay period. If a worker's pay to the guaranteed minimum for the total hours worked at a piece rate are less than the applicable AEWR for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum for the total hours worked in the respective pay period.						
In accordance with the regulations at 20 CFR 655.122(i) go approved labor certification. The AEWR, or other applicable	overning rates of pay, the wage rates, are subje	ne wage rate offered herein is the highest of the applicable adverse effect wage rate, the prevailing hourly or piece rate, the agreed upo ct to go up during the certified period of employment & the growers will make the adjustments accordingly when the AEWR, or other ap	a collective bargaining wage or the Federal or State minimum wage rate, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the plicable wage rates, are either published in the Federal Register or when written notice is provided. All activities not listed as paid by piece rate will be paid by the hour.				
Basis of Pay: Some work activities contained in this applica-	ation for temporary em	ployment certification for agricultural workers under the DOL H-2A program are paid by the hour and some are paid by the piece with a	minimum hourly guarantee. Please see below for full disclosure of specific activities and the respective basis of pay for each commodity and/or activity.				
The tasks in the crops listed below will be paid at the piece	rates listed herein. All	other work will be paid the applicable hourly adverse effect wage rate (AEWR).					
Crop Activity Piece Rate / Unit Estimal	Crop Activity Piece Rate / Unit Estimate of Hourly Earnings						
Cucumbers Harvest - 75 per 5/8 bu. \$15.81 Long Green Cucumbers Harvest - 26 per 5/8 bu. \$15.81 Bell Peoper Harvest - 44 per 5/8 bu. \$15.81 String Beans Harvest - 20 per 5/8 bu. \$15.81 String Beans Harvest - 20 per 5/8 bu. \$15.81 String Beans Harvest - 20 per 5/8 bu. \$15.81 Long Hot Peoper Harvest 1.00 per 5/8 bu. \$15.81 Long Hot Peoper Harvest 1.00 per 5/8 bu. \$15.81 Strawberres Harvest - 5/5 per 5/8 bu. \$15.81 Sweet Potato Harvest - 5.50 per 5/8 bu. \$15.81 Sweet Potato Harvest - 5/5 oper 5/8 bu. \$15.81 Setting Strawberrs Harvest - 7.50 per 5/8 bu. \$15.81 Strawberres Harvest - 7.50 per 5/8 bu. \$15.81 Strawberres Harvest - 3/5 per 5/8 bu. \$15.81 Strawberry Plants - 5/5 por 6/8 bu. \$15.81 Strawberry Plants - 5/5 por 6/8 bu. \$15.81							

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

1. Section/Item Number * E.1 2. Name of Section or Category of Material Term or Condition * Meal Provision - meals details continued  3. Details of Material Term or Condition (up to 3,500 characters) * 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 51		
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	1. Section/Item Number *	Name of Section or Category of Material Term or Condition	Meal Provision - meals details continued
	Workers are not require offered 3 meals a day be	ed to eat the provided meals and are free to cho because kitchen facilities are not available declir	·
. Job Offer Information 52	. Job Offer Information 52		
1. Section/Item Number * 2. Name of Section or Category of Material Term or Condition *	Section/Item Number *	Name of Section or Category of Material Term or Condition	*
3. Details of Material Term or Condition (up to 3,500 characters) *	3. Details of Material Term or Con	ndition (up to 3,500 characters) *	

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