

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 338098	
4. From: Rural Services Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	3. Employer Name: Old Church Sod 5. OES Job Code, Title and Number of Positions Available 45. 8092. 02 Sod Worker 5 Positions	
6. Please note the following concerning the above job order: The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance		
7. By: (ES Agency Representative) Jason Padgett	Title: Rural Services Manager	Telephone Number: 804-786-8714
8. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
9. By: ES Agency Representative	Telephone Number:	Date Signed:



**U.S. Department Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/
Nombre y Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)

OLD CHURCH SOD, LLC
1950 Easy Street Road, PO Box 527
Newton Grove, NC 28366

Prepared by:
Andrew M. Jackson, Attorney
Andrew Jackson LAW
407 College Street
Clinton, NC 28328
(910) 592-4121
andy@jacksonlegalagworkers.com

Telephone number/Teléfono: 910-567-2625 Fax: 910-567-2928

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo
Fixed site Employer,
Employer owns and/or controls the worksite.

13101 Old Church Rd., New Kent, VA 23124
From Richmond, VA, take I-64 East towards Norfolk to Exit 211, left onto SR 106 (Emmaus Church Rd), travel SR 106 10 miles to farm (road name changes to Old Church Rd.)

(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Housing consists of: 1 MH

13101 Old Church Rd., New Kent, VA 23124
From Richmond, VA, take I-64 East towards Norfolk to Exit 211, left onto SR 106 (Emmaus Church Rd), travel SR 106 10 miles to farm (road name changes to Old Church Rd.)

Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment.

Please see ETA Form 790 Attachments Section 3 for full disclosure of the housing benefit.

(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)

**Nos. 4 - 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL**

4. Industry Code/Código Industrial: 111421
5. Job Order No. /Num. de Orden de Empleo: 338098

6. Occupational Title and Code /Título Ocupacional y Código: Sod Worker 4520 9202

7. Clearance Order Issue Date / Fecha de Tramite: 1/8/13 Rec

8. Job Order Expiration Date / Fecha de Expiración: 7/28/13

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 03/08/2013 To/Hasta: 12/17/2013

10. No. of Workers Requested / Num. de Trabajadores Solicitados: 5

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 35
Sunday / Domingo: 0 Monday / Lunes: 6
Tuesday / Martes: 6 Wednesday / Miércoles: 6
Thursday / Jueves: 6 Friday / Viernes: 6
Saturday / Sábado: 5

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:
Employer / Empleador Yes/Si No
Local Office / Oficina Local Yes/Si No

1/4/2013
RSM
VEC

13. Board Arrangements / Arreglo de Alojamiento

Employer will furnish free and convenient cooking and kitchen facilities so workers can prepare their own meals. See Attachment to ETA 790 Section 13 for full disclosure.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Consultant should fax referral card to (910) 567-2928 first, then instruct the applicant to call employer directly at (910) 567-2625 to schedule an interview appointment. See Attachment to ETA Form 790 Section 14 for full detailed referral instructions.

15. Job Specifications / Especificaciones del Trabajo

Cuts, rolls and stacks sod by hand. Plants, waters, sprays, weeds sod. Mows grass. Delivers sod produced on the farm (in its unmanufactured state) to storage or to market or to a carrier for transportation to market. SOD: Prepares soil and growth medium, hauls and spreads topsoil, fertilizer, peat moss, lime and other soil conditions on sod grass and turf areas. Digs, rakes, screens soil. Fills tanks with water. Weeds, water, sows grass seed and plants plugs of sod. Operates mowers and sod cutters. Cuts, rolls, and stacks sod. Loads, unloads trucks. Duties include delivery of sod grown on the farm (in its unmanufactured state) to storage or to market or to a carrier for transportation to market. When work in sod is not available workers may be offered other general agricultural duties associated with sod farming, including but not limited to building and equipment maintenance, repairing fence and similar tasks. Work is to be done in the field for long periods of time. Workers may assist in loading of trucks by lifting 75 pounds to a height of 5 feet or more repetitively. Requires one month verifiable work experience in the crop activities listed. (Cont'd)

(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions Deducciones		Pay Period Periodo de Pago
				Yes/Si	No	
Sod	\$ 9.70	\$ N/A	NONE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$ 9.68	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$ 1.28	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago
Please see Attachment to ETA Form 790 Section 9 for full disclosure.

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación
Please see Attachment to ETA Form 790 Section 17 for full disclosure of the terms and conditions of the transportation benefit.

For those workers recruited outside the area of intended employment, transportation and subsistence expenses will be reimbursed by the employer in accordance with 20 C. F. R. Section 655.122(h).

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? ¿ Es la práctica habitual de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si No

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le pagas al Contratista de Trabajo Agrícola por cada actividad?
N/A

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Si No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Si No

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")
NONE

23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed.
(If there are no such incidents, enter "None") / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno")
NONE

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)
Virginia Employment Commission-Employer Services - Rural
Services Unit 5240, Oaklawn Blvd., Hopewell, VA 23860
(804) 541-6503

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa)
Carol Young Farm Placement Specialist (804) 541-6503

26. Employer's Certification: This job 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.
Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.


Employer's Signature / Firma y Título del Empleador

Date:

1-3-13

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

Public Burden Statement

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA Form 790 (Revised Oct, 2010)

Previous versions not usable

ATTACHMENTS TO ETA 790
For
OLD CHURCH SOD LLC
Anticipated Period of Employment from 03/08/2013 to 12/17/2013

§ 3 DISCLOSURE OF HOUSING TERMS AND CONDITIONS:

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than thirty (30) days in advance of the date of need reflected on the attached ETA 790.

Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. Workers recruited against this job order from within normal commuting distance will not be provided housing, subsistence, or transportation. The housing provided is group housing. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer. Housing will be clean and meet applicable federal, State, and local standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishings.

§ 9 WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

In accordance with 20 CFR § 655.122(l) governing rates of pay, the wage rate offered herein is the highest of the adverse effect wage rate, the prevailing hourly rate, the agreed upon collective bargaining wage, or the federal or State minimum wage, 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. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate. Employees working under the piece rate system will be required to average not less than the State and federal minimum wage at the end of the first work week.

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. 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 other than the hourly rate specified herein. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is higher or lower than the AEWR herein, the highest of the adjusted AEWR, the prevailing hourly rate, the agreed upon collective bargaining wage, or the federal or State minimum wage will become the new wage rate. In other words, the wage rate may increase or decrease during the life of this contract by DOL notification of such change.

In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

The employer will make the following deductions from the worker's wages: FICA taxes and Federal Income tax as required by law; cash advances and repayment of loans; repayment of overpayment of wages to the worker; payment for articles which the worker has voluntarily purchased from the employer; long-distance telephone charges; recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage.

The employer will not pay the worker a bonus.

Payroll periods will be weekly. On or before each payday, workers will be provided with an hours and earnings statement, which contains, at a minimum, (i) total earnings for the pay period; (ii) hourly rate and/or piece rate of pay; (iii) hours of employment offered to the worker (showing offers in accordance with the 3/4ths guarantee separate from any hours offered over and above the guarantee); (iv) hours actually worked by the worker; (v) itemization of all deductions; (vi) if piece rates are used, the units produced daily; (vii) beginning and ending dates of the pay period; and, (viii) the employer's name, address and FEIN, all in compliance with 20 CFR § 655.122(k), and all federal and State requirements.

Employer guarantees to offer workers employment for a total number of work hours equal to a least three-fourths (3/4ths) of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment and the worker is ready, willing, able and eligible to work, and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as specified hereinbelow. Details of the 3/4ths guarantee are outlined in 20 CFR § 655.122(i). For purposes of this guarantee, a "workday" consists of six hours daily Monday through Friday and five hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Pursuant to 20 CFR § 655.122(n), workers who voluntarily abandon employment or are terminated for cause, and where the employer provides timely notification to the NPC and DHS, will relieve the employer for subsequent transportation and subsistence costs and the 3/4ths guarantee. The employer may terminate the work contract where the services are no longer required for reasons beyond the employer's control due to fire, weather, or other Act of God. In the event of contract impossibility, the employer will fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, the employer shall perform its obligations prescribed at 20 CFR § 655.122(o)(1-3). Reasonable efforts will be made to transfer a worker terminated for contract impossibility to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable.

All requests for leave of absence must be in writing. All absences will be counted towards hours offered for the purpose of computing the 3/4 guarantee.

Employer will provide a worker referred through the Interstate Clearance System a full week's work for the week beginning with the anticipated date of need in accordance with 20 CFR 653.501(d)(2)(v)(A), unless employer has amended the date of need by notifying the local order-holding office no later than ten (10) days before the date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the Interstate Clearance System the first week's wage guarantee starting with the originally anticipated date of need. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine (9) working days and no later than five (5) working days before the date of need, the worker will be disqualified from the above-mentioned guarantee. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. Alternative work will be general farm labor and farm maintenance activities that are incidental to farming the crops listed in the application. The amount of the first week's wage guarantee at the AEW currently in effect is 35 hours x \$9.70 = \$339.50.

Pursuant to 20 CFR 655.122(e)(1), the employer will provide worker's compensation insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Prior to labor certification determination, the employer will provide proof of worker's compensation insurance coverage to the certifying officer in accordance with 20 CFR 655.122(e)(2). In the event that the current coverage will expire during the period of need reflected on attached ETA 790, Item 9, the employer gives written assurance of its intent to renew and maintain continuous coverage for

the entire dates of need, as evidenced by the signed and dated ETA 790 to which this assurance is attached.

§ 13 BOARD ARRANGEMENTS:

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

§ 14 SPECIFIC REFERRAL INSTRUCTIONS:

All local and intrastate applicants may be referred directly to the employer for interview. Consultants should fax the referral containing the referral candidate's name, address and telephone number to employer first, then instruct applicant to call the employer directly to schedule a personal interview. Hours to call are 9:00 a.m. to 1:00 p.m., Monday-Friday, excluding all federal holidays. All interstate applicants interested in this job offer should first contact the Virginia Employment Commission, Workforce Services Division, 703 E. Main St., Richmond, Virginia 23218 at (804) 786-8714 prior to contacting the employer. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers recruited against the job offer from within normal commuting distance will not be provided housing, subsistence or transportation.

§ 15 CONTINUATION OF TEXT SECTION 15 OF ETA 790, JOB SPECIFICATIONS:

Cuts, rolls and stacks sod by hand. Plants, waters, sprays, weeds sod. Mows grass. Delivers sod produced on the farm (in its unmanufactured state) to storage or to market or to a carrier for transportation to market. SOD: Prepares soil and growth medium, hauls and spreads topsoil, fertilizer, peat moss, lime and other soil conditions on sod grass and turf areas. Digs, rakes, screens soil. Fills tanks with water. Weeds, water, sows grass seed and plants plugs of sod. Operates mowers and sod cutters. Cuts, rolls, and stacks sod. Loads, unloads trucks. Duties include delivery of sod grown on the farm (in its unmanufactured state) to storage or to market or to a carrier for transportation to market. When work in sod is not available workers may be offered other general agricultural duties associated with sod farming, including but not limited to building and equipment maintenance, repairing fence and similar tasks. Work is to be done in the field for long periods of time. Workers may assist in loading of trucks by lifting 75 pounds to a height of 5 feet or more repetitively. Requires one month verifiable work experience in the crop activities listed.

Workers may be required to perform variable tasks such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding and other tasks related to general farming. All other duties assigned under this Order will be those duties of Farm Worker, Diversified Crops, DOT code 407.687-010 (SOC (ONET/OES) code 45-2092.02).

Work may also include mechanized field work using power equipment. By way of example and not limitation, power equipment may include tractors, planters, sprayers, cultivators, mowers, lifttrucks and other equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to grasses, ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day while working in fields. Temperatures may range from 10° F to +100° F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Full Growing Season Commitment: The job offered requires that the worker be available for work six (6) hours per day Monday through Friday and five (5) hours on Saturday everyday that work is available and for the full period of employment shown in Item 5, even though work may be slack for a brief period after tobacco planting. The worker agrees to be available for work and performed assigned tasks whenever work is available through the full period of employment shown in Item 5. Work available is defined as, no work required on the worker's Sabbath or Federal holidays, but work is required six (6) hours per day Monday-Friday, and five (5) 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 5, the worker will forfeit the $\frac{3}{4}$ guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness cannot be tolerated and may result in termination.

Daily individual work assignments, crew assignments, and location of work will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

CONTINUACION DEL TEXTO ARTICULO 15 DE ETA 790, ESPECIFICACIONES DE TRABAJO:

Cortar, enrollar y apile el cesp ed a mano. Plantar, regar, esterilizar, cortar cesp ed de malas hierbas. Entregar productos de c esp ed en la granja para almacenamiento o al transportista para el transporte al mercado. CESPEDS: prepare suelo y medio de crecimiento, tirones y tierra vegetal de extensiones, fertilizante, musgo de la turba, cal y otras condiciones de suelo en la hierba del c esp ed y cubra con c esp ed  areas. Cava, rastrilla y protege el suelo. Llene los tanques con agua. Las malas hierbas, agua, siembran semilla de la hierba y enchufes de plantas del c esp ed. Cargue y descargue camiones. Sus deberes incluyen la entrega del c esp ed cultivado por la granja al almacenaje o al transportista para transportacion al mercado. Cuando no hay trabajo en c esp ed a los trabajadores se le puede ofrecer que completen otras tareas agr ıcolas generales asociadas con la agricultura de c esp ed, incluyendo pero no limitado a la construcci on y mantenci on de equipos y reparaci on de cercas. El trabajo es a realizarse en el campo durante largos periodos de tiempo. Los trabajadores pueden asistir en la carga de camiones levantando 75 libras a una altura de 5 pies o mas repetitivamente. El trabajo requiere de un mes de experiencia de trabajo verificable en las actividades de la cosecha.

Los trabajadores pueden ser requeridos que realisen variables tareas como las siguientes: riego, zanjear, palear, azadonar, acarreo, preparacion de tierra o terreno, el desbroce de cesp ed y tareas relacionadas con la agricultura en general. Cualquier otro labor que se asigne en virtud de le presente orden sera el prescrito por trabajador agricola, cultivos diversificados, codigo DOT 407.687.010 (SOC (ONET/OES) codigo 45-2092.02).

Trabajo tambi en puede incluir el trabajo de campo mecanizado con equipo de energ ıa. A modo de ejemplo y no de limitaci on, equipo de energ ıa puede incluir tractores, plantadores, pulverizadores, cultivadores, segadoras, levantadoras y otros equipos. Los trabajadores se espera que sea capaz de operar maquinaria agr ıcola con o sin direcci on.

Los trabajadores deben ser capaces de trabajar en sus pies en posición inclinada por largos períodos de tiempo. Las alergias a hierbas, ambrosia, solidago, spray del insecto, relacionados productos químicos, etc. pueden afectar la capacidad del trabajador de realizar el trabajo. Los trabajadores deberían ser físicamente capaces de hacer el trabajo requerido con o sin alojamientos razonables.

Los trabajadores están expuestos al húmedo clima temprano en la mañana y al calor del día mientras trabajaba en los campos. Las temperaturas pueden variar desde 10° F a 100° F. Se puede requerir que los trabajadores trabajen durante duchas ocasionales no lo suficientemente graves como para detener las operaciones de campo.

COMETERSE CON EL CRECIMIENTO DE TEMPORADA LLENA: El trabajo que se ofrece requiere que los trabajadores estan disponibles para trabajar seis (6) horas por día, de lunes a viernes y cinco (5) horas el Sabado y todos los días que higa trabajo y tambien por la temporada de trabajo que se encuentra en el articulo numero 5, asi como el trabajo se aflojera por un tiempesito despues de plantando el tabaco. El trabajador conformara que cuando higa trabajo este disponible para hacer las tareas cuando higa trabajo y sobre la temporada llena de empleo o que se encuentra en el articulo numero 5. El trabajo disponible es definido como, no se trabajara en el tiempo de Sabat o en la temporada de las vacciones federales, pero el trabajo si se requiere seis (6) horas por día de Lunes - Viernes, y cinco (5) horas los Sabados.

El trabajador entiende que si abandonan su trabajo de empleo o son terminados de empleo por causa antes de la temporada de empleo, o terminacion o como se encuentran en el articulo numero cinco, el trabajador pierdera la garantia de 3/4 de reembolso de ciertas costos de transportacion como se escribe en algun articulo en esta orden de trabajo. Ausentes o tardes no seran toleradas y resultaran con terminacion.

El trabajo diario asignado y los trabajadores asignados, y la locacion sera asignado por, y nada mas por, el manejante de la labor o supervisor, o como se nececite en las operaciones dictadas sobre la operaciones de labor. Los trabajadores se le asignaran una variedad de ordenes en qualquier día o tareas diferentes en diferente dias. Trabajadores seran disponibles para hacer las ordenes y el trabajo en cualquier cosecha asignada por el Patron o Supervisor.

§ 17 TRANSPORTATION ARRANGEMENTS:

Transportation to place of employment. If the employer has not previously advanced such transportation and subsistence costs to the worker or otherwise provided such transportation or subsistence directly to the worker by other means and if the worker completes fifty percent (50%) of the work contract period, employer will reimburse worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer to the employer's place of employment. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR 655.173(a), which is currently \$11.13 per day. These arrangements apply only to workers who are recruited outside the area of intended employment.

Transportation from last place of employment to home country. If the worker completes the work contract period, or if the employer is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's

transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide or pay for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR § 655.173(a), which is currently \$11.13 per day. The employer's obligation to provide or pay return transportation and subsistence continues if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in 20 CFR § 655.135(d) with respect to referrals made after the employer's date of need. These arrangements apply only to workers who are recruited outside the area of intended employment.

Transportation between living quarters and worksite. For those workers living in housing provided or secured by the employer, employer will provide transportation between such housing and the employer's daily worksite at no cost to the worker. Such transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

Transportation for commuting workers between designated daily job reporting site and daily worksite. For commuting workers not living in housing provided or secured by the employer who report to a designated daily job reporting site, will provide transportation between such designated daily job reporting site and the employer's daily worksite at no cost to the worker, and return transportation from the daily work site back to the designated reporting site at no cost to the worker. Such transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

OTHER CONDITIONS OF EMPLOYMENT, CLARIFICATIONS, AND ASSURANCES:

ASSURANCES: The employer agrees to abide by the regulations at 20 CFR §§ 655.135 and 653.501. The employer adopts and incorporates by reference all required assurances set out at 20 CFR § 655.122.

EARNINGS RECORDS: Accurate and adequate earnings records will be kept in accordance with 20 CFR § 655.122(j). All records will be available for inspection and transcription by the U.S. Secretary of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation (an Entry of Appearance as Attorney or Representative, Form G-28, signed by the worker confirming such representation). Such record will be made available for inspection and copying within 72 hours following notice from the U.S. Secretary of Labor or a duly authorized and designated representative, and by the worker and designated representatives as described in this paragraph.

EXTENSION OF EMPLOYMENT: 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 expenses to the worker.

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order-holding 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 and conditions of employment.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR § 653.107 and 20 CFR § 653.501.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God. In the event of such termination, the employer will be bound by the $\frac{3}{4}$ guarantee from the first workday after arrival to the date of termination, as well as the employer obligations prescribed at 20 CFR § 655.122(o)(1-3). Reasonable efforts will be made to transfer a worker terminated for contract impossibility to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable.

TERMINATIONS: The employer may terminate the worker with notification to the appropriate State and federal agencies if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails after completing the training period to perform the work as specified in Item 11 and Attachment; (d) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (e) provides other lawful job-related reason(s) for termination of employment; (f) abandons his employment; (g) fails to meet applicable production standards when production standards are applicable; (h) falsifies identification, personnel, medical, production, or other work-related records; (i) fails or refuses to take an alcohol or drug test; (j) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (k) commits an act or acts of insubordination, including the failure to regard employer's authority; (l) pays money or any other thing of value to any person or entity in order to work for the employer; or (m) collects any money or other thing of value from any person in order for others to be considered for a job with this employer.

In the event of termination from medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable cost of transportation and subsistence incurred by the worker to get to the place of employment. These arrangements apply only to workers who are recruited outside the area of intended employment.

REPORTING ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:

The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive days without the consent of the employer. The employer will not be responsible for providing or paying for reported workers a) subsequent transportation and subsistence expenses, and b) the worker will not be entitled to the $\frac{3}{4}$ guarantee.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

AGRICULTURAL WORK AGREEMENT: A copy the work contract will be provided to the worker by the employer no later than on the day the work commences. For an H-2A worker, a copy of the work contract will be provided no later than the time at which the worker applies for the visa. For an H-2A

worker going from an H-2A employer to a subsequent H-2A employer, a copy of the work contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 5, of which 5 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total work force needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The working conditions will comply with applicable federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity Employer and will offer United States workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer non-immigrant workers.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

TRAINING: Training will be provided for one day and workers will be allowed one day to reach the production standards of the activity.

SUBSTANCE ABUSE POLICY: The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process.

REQUIRED DEPARTURE: H-2A workers are required to leave the United States at the end of the period certified by the Department of Labor or separation from the employer, whichever is earlier, as required under 20 CFR § 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.

PROHIBITIONS AGAINST EMPLOYEES PAYING FEES: The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. § 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR § 655.135(j). Costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition.

CONTRACTS WITH THIRD PARTIES COMPLY WITH PROHIBITIONS: The employer has contractually forbidden any foreign labor contractor or recruiter, if any, whom the employer engages, either directly or indirectly, in international recruitment of H-2A applicants to seek or receive payments from prospective employees, except as provided for in Department of Homeland Security regulations at 8 CFR § 214.2(h)(5)(xi)(A). Likewise, all employees are prohibited from paying money or any other thing of value to any person or entity in order to work for this employer. All employees are prohibited from collecting any money or other thing of value from any other person in order for others to work for this employer. **THIS EMPLOYER HAS ZERO TOLERANCE FOR PROHIBITED PAYMENTS. ANY PERSON WHO PAYS OR COLLECTS A PROHIBITED PAYMENT WILL BE TERMINATED FROM EMPLOYMENT.**

NOTICE OF WORKER RIGHTS: The employer agrees to post and maintain in a conspicuous location at the place of employment a poster to be provided by the Secretary of Labor as described at 20 CFR § 655.135(l), when such poster is available from the Secretary.

FORUM SELECTION: The State and federal courts having jurisdiction over Sampson County, North Carolina, shall have exclusive jurisdiction and venue of any civil action arising out of, in the course of, or pertaining to employment under this work contract. Any civil action brought hereunder must be brought in the State or federal courts of such jurisdiction and the employer and employee consent to such exclusive jurisdiction and venue. Workers are assured access to the Job Service Complaint System and are encouraged to avail themselves of the System before instituting any civil action.

CERTIFICATION FOR EXEMPTION FROM FIFTY PERCENT RULE: Pursuant to 20 CFR § 655.135(d), employer certifies that it (1) did not, during any calendar quarter during the preceding calendar year, use more than 500 man-days of agricultural labor; (2) is not a member of an association which has petitioned for H-2A certification for its members; and, (3) has not otherwise associated with other employers who are petitioning for H-2A workers. Unless exempted from said fifty percent rule as requested, employer agrees to abide by said rule.

VIRGINIA EMPLOYMENT COMMISSION
Warsaw Local Office

VIRGINIA EMPLOYMENT COMMISSION AGENCIA
La Oficina de Warsaw

SUMMARY OF EMPLOYMENT CONDITIONS
SPECIFIED ON JOB ORDER

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE
SON EXPECIFICADAS EN LA ORDEN DE TRABAJO

1. ORDER NUMBER: 338098
2. NAME OF EMPLOYER: OLD CHURCH SOD
3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)

1. NUMERO DE LA ORDER: 338098
2. NOMBRE DEL EMPLEADOR: OLD CHURCH SOD
3. LUGAR Y DIRECCION DEL EMPLEADOR:
See ES 338)

PERIOD OF EMPLOYMENT
FROM: 3/8/2013 12/17/2013

4. PERIODO DE EMPLEO:
DEL: 3/8/2013 3/13/2013

5. WORK SCHEDULE: 8 hours per day, 5 days per week
Plus 4 hours on Saturday

5. HORARIO DE TRABAJO: 8 horas por dia, 5 días por semana.
Más 4 horas el sábado

MINIMUM HOURS PER DAY 7
DAYS PER WEEK 6

MINIMAS HORAS POR DIA 7
NUMERO DE DIAS POR SEM 6

6. PAY: HOURLY WAGE: ~~\$9.70~~ 9.68
PIECE RATE: TP
1-28-13

PAGO: SUELDO POR HORA: ~~\$9.70~~ 9.68
PAGA POR UNIDAD: TP
1-28-13

7. WORK TASKS TO BE PERFORMED:
Plants, waters, sprays, weeds sod. Mows grass. Cuts, rolls
and stacks sod.

7. LABORES A DESEMPENAR IN EL TRABAJO:
Planta, riega, rocia (espraya), desherba (arranca malas hierbas) del
terron (cesped) corta cespeds, corta, enrolla y apila el esped (terron)

8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE: Yes
AND RETURN: Yes

8. TRANSPORTACION PROVISTA:
DESDE EL ENCAMPAMENTO HASTA EL LUGAR: Si
DE TRABAJO Y DE VUELTA: Si

9. HOUSING CAN ACCOMMODATE
PERSONS
INDIVIDUAL 5
FAMILY

9. VIVIENDA DESPONIBLE PARA
PERSONAS
INDIVIDUOS 5
FAMILIAS

10. MEALS: PROVIDED: No
IF YES: COST PER DAY

10. COMIDAS: PROVISTAS: No
SI SON PROVISTAS, EL COSTO POR DIA SERA

WORKERS MAY DO THEIR OWN COOKING: No

LOS TRABAJADORES TIENEN QUE CONCINAR SUS COMIDAS: No

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	_____
INCOME TAX	_____
TRANSPORTATION	_____
TOOLS & EQUIPMENT	_____
CREWLEADER CHARGES	_____

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	_____
IMPUESTOS SOBRE INGRESOS	_____
TRANSPORTACION	_____
HERRAMIENTAS Y MAQUINARIA	_____
SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS	_____

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office. The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by: 2/22/2013

In order for you to be eligible for this guarantee, you must contact the Job Service at:

Virginia Employment Commission
5240 Oaklawn Blvd.
Hopewell, Va. 23860
804 541-6548

During the period of: 2/23/2013 3/1/2013
Any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion. El empleador da garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notification sen a mas tardar el: 2/22/2013

Para que Ud. Pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleados en el:

La Oficina de Winchester
5240 Oklawn Blvd.
Hopewell, Va. 23860
804 541-6548

Durante el periodo el 2/22/2013 3/1/2013
Cualquier Oficina del Servicio de Empleados le asistira en hacerlo.