Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 340858 3. Employer Name: Virginia Agricultural Growers Association
4. From: Rural Services Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	5. OES Job Code, Title and Number of Positions Available 45-2092.02 Farmworker, Tobacco

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)

☐ Accepted (If accepted, list local offices extended to) ☐ 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 (Numero, Calle, Ciudad, Estado y Código Postal)

Virginia Agricultural Growers Assn., Inc.
5037 Halifax Road, Halifax, Va. 24558
Post Office Box 857
South Boston, Va. 24592

See Addendum for VAGA Grower Members Names and Addresses

Telephone number/Teléfono: 434-572-6871 Fax: 434-572-3642

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo

Various locations in Virginia, USA

See Addendum for Addresses of each farm

(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

338's will be provided at least 30 days in advance of our date of need. These documents will have the description of the housing at each farm location.

Also, please see attachment 1, Item 3

(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: 111910

5. Job Order No. /Num. de Orden de Empleo: 340858

6. Occupational Title and Code / Título Ocupacional y Código: FARMWORKER, TOBACCO 45-2092.02

7. Clearance Order Issue Date / Fecha de Tramite: 1-16-13

8. Job Order Expiration Date / Fecha de Expiración: 7-23-13

JAN 2013 RGD RURAL SERVICES UNIT

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 03-15-2013 To/Hasta: 11-30-2013

10. No. of Workers Requested / Num. de Trabajadores Solicitados: 82

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40

Sunday / Domingo 0 Monday / Lunes 7
Tuesday / Martes 7 Wednesday / Miércoles 7
Thursday / Jueves 7 Friday / Viernes 7
Saturday / Sábado 5 (See Attach 1, # 8)

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:

Employer / Empleador Yes/Si ☐ No ☒
Local Office / Oficina Local Yes/Si ☐ No ☒

13. Board Arrangements / Arregio de Alojamiento

Workers will purchase and prepare own meals. Time for lunch to be designated by employer.

Employer will provide free transportation to and from a store once a week for supplies.

(Also, please see attachment 1, Item 4)

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Interviews will be conducted by the Employer's agent during the hours of 9:30 A.M. to 3:30 P.M. Monday through Thursday and from 9:30 A.M. to 11:30 A.M. on Friday.

Also, please see attachment 1, Item 5.

15. Job Specifications / Especificaciones del Trabajo

Plant, Cultivate and Harvest tobacco, produce, sod.

Harvest Hay/straw.

Also see Attachment 1, Item 10 for additional information.

(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	Yes/Si	No	Pay Period / Periodo de Pago
Tobacco/	$ 9.68	$		Social Security / Seguro Social	XX	☐	Weekly / Semanal
Produce/	$	$		Federal Tax / Impuestos Federales	XX	☐	XX
Sod/Hay	$	$		State Tax / Impuestos Estatales	XX	☐	Bi-weekly / Quincenal
	$	$		Meals / Comidas	☐	XX	☐
	$	$		Other (specify)/ Otro (especifica)	☐	XX	Other / Otro ☐

More Details About the Pay / Mas Detalles Sobre el Pago For each pay period, all workers under this job Order will be paid at the rate of $9.68 per hour which is the 2013 Adverse Effect Wage Rate, the minimum wage rate or the applicable prevailing hourly wage rate

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel) ~~(See Attach 1, Item 11~~

17. Transportation Arrangements / Arreglos de Transportación Reimbursement for transportation and daily subsistence of $11.13 per day, or rate applicable at time of travel, from place of recruitment to job site will be made under the following conditions to workers for whom the employer is legally obligated to supply housing. It also applies to workers outside reasonable driving distance, if the workers decline the housing offer. They will still be reimbursed for Inbound and Outbound transportation and subsistence from their place of recruitment.

a) Upon completition of 50% of the Job Contract period or sooner. In this case, the payment shall be due on a day no later than the first working day, subsequent to the completition of the minimum employment period. The amount of transportation payment will be equal to the most economical and reasonable common carrier transportation charges for the distance involved. (See Attachment # 1, Item 12)

(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 XX

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?

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

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

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

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 incidents de este tipo, indique "Ninguno")

None/Ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radicó la oferta (Incluya el número de teléfono)	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)
221 Sunchase Blvd. Farmville, Va. 23901	Eve Bagley 434-392-1849

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.

Elaine J. Wilder
Executive Secretary

Employer's Signature & Title/ Firma y Título del Empleador

Date: 01/15/2013

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.

ATTACHMENT TO FORM ETA 790

First Week Wage Guarantee

Virginia Agricultural Growers Association, Inc., and its Grower members agree to abide by the regulations at 20 CFR 653.501(d)(2)(v) concerning the first week wage guarantee.

We offer $9.68 per hour which is the 2013 Adverse Effect Wage Rate, the minimum wage rate, or the prevailing wage rate, whichever is higher.

The basic number of hours per week is 40 hours times the wage rate that is applicable at the time the work is performed.

ITEM 3 Housing is provided at no cost to workers only who are not reasonably able to return the same day to their place of residence at time of recruitment.

No tenancy in such housing is created; Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this Work Agreement, shall vacate the housing promptly upon termination of employment with the employer who provides such housing.

ITEM 4 In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from a store at least once a week for supplies. (For workers whom housing must be provided.)

ITEM 5 Interviews will be conducted by the Employer's Agent during the hours of 9:30 A.M. to 3:30 P.M., Monday through Thursday and 9:30 A.M. to 11:30 A.M. on Friday. Employer's Agent will interview the person during the above mentioned hours if necessary.

Virginia Employment Commission
221 Sunchase Blvd.
Farmville, Va. 23901
Telephone: 434-392-1849

VAGA agrees to interview all U. S. workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

(1) Availability for entire season

(2) Have transportation to job site and

(3) Who have been fully apprised by the local employment office of the terms, conditions and nature of employment

(4) VAGA also agrees to interview applicants who apply directly.

ITEM 8 7 hours per day is a normal work day. The worker may be requested to work 12 hours per day and/or on the Sabbath, depending on the condition in the fields, weather, and maturity of the crops.

ITEM 10
Plant, cultivate and Harvest tobacco, produce and sod.
Harvest Hay/straw.

Workers will help pull plants, set plants in rows and cultivate tobacco. Considerable stooping and kneeling is required.

Workers will remove tops and suckers from tobacco plants, pull mature leaves from tobacco stalks by hand and place leaves in trailers for transport to tobacco barns for curing. Most work is done in the field, bending over pulling or topping, suckering stringing, hoisting, bulk storage and cutting.

In addition to cultivating and harvesting tobacco, the worker may be required to perform variable tasks related to tobacco such as the following:
Irrigation, ditching, hoeing, shoveling, loading, unloading, hauling, etc. Workers are exposed to wet weather early in the morning and through the heat of the day, working in fields. Temperatures may range from 40F to 110F. Workers may be required to work during occasional showers not severe enough to stop field operations. Employers will provide workers, without cost to them, with appropriate rain gear.
Workers may be required to assist in preparing tobacco to be placed in barns and assist with loading and unloading tobacco barns. When tobacco is removed from the curing barn, workers will be expected to assist each other by placing tobacco in bins to be baled. Bales weighing 650 to 850 pounds are mechanically loaded in trucks for transport to market.

Produce, which may include cucumbers, sweet potatoes, peppers, grapes, berries, broccoli, green beans, butterbeans, cantaloupes, peas, pumpkins watermelons, tomatoes, sweet corn, cabbage, etc., will require the activities of planting, cultivating and harvesting.

Sod requires land preparation, seeding, mowing and harvesting. A machine cuts and rolls the sod. Workers stack the rolls on pallets.
Hay/Straw: Workers will move along rows of previously bailed hay/straw, bending, stooping and lifting bails, loading and stacking onto a truck or trailer.
All these activities will run concurrently with the duties listed under tobacco and is a minor part of the total percentage of hours worked. All pay is per hour.

Item 10 (cont)

Workers should be able to work on their feet in bent position for long periods of time and be able to work in barns at heights of 10 to 30 feet. Allergies to 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. Persons seeking employment in these crops should be available for the entire period requested by the grower.

Employer assures that workers will be provided transportation from living quarters to work site every day. (For workers who must be provided housing.)

Employer will accept any capable U.S. worker or workers who are capable of performing the work. Employer is willing to train worker for a period not to exceed 3 days.

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA,

The 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 work necessary in these crops. After the 3 day training period, all workers must perform at the same level of production as other workers performing same task. (See also, Attachment 2, General Conditions).

ITEM 10 A

Plantar. cultivar, cosechar tabaco, productos agrícolas, césped, paja y heno.

Los trabajadores ayudaran a arrancar plantas, sembrarán las plantas en hileras en el campo y cultivarán tabaco. Se requiere agacharse y arrodillarse considerablemente.

Los trabajadores removerán los retoños y vástagos de las plantas de tabaco y arrancarán las hojas maduras de los tallos a mano y colocarán las hojas en trailer para ser transportadas a almacenes de tabaco donde se secan. La mayoría del trabajo se hace en el campo, agachándose, arrancando, removiendo retoños, atar, levantando, almacenaje a granel y cortando tabaco.

En adición al transplante y cosecha de tabaco, se le puede requerir al trabajador que haga diferentes tareas relacionadas al tabaco como sigue: irrigar, abrir zanjas, apalear, cargar, descargar, levantar, etc. Los trabajadores están expuestos a clima mojado desde temprano en la mañana a través del calor del día, trabajando en el campo. Las temperaturas pueden variar desde 40F hasta 110F. Se puede requerir que los trabajadores trabajen durante lluvias ocasionales que no sean lo suficientemente fuertes como para parar las operaciones en el campo. El patrón les proveerá a los trabajadores el equipo de lluvia adecuado sin costo a los trabajadores.
Se les puede requerir a los trabajadores que ayuden en la preparación del tabaco que será colocado en los almacenes y con la carga y descarga en los almacenes de tabaco. Cuando el tabaco se remueve del almacén de secado, se espera que los trabajadores se ayuden unos a los otros colocando el tabaco en contenedores para ser embalados. Los contenedores pesan 650 a 850 libras y que serán mecánicamente cargadas en los a camiones para ser transportados al mercado.

Productos agrícolas, que quizá incluya; pepinos, camote, pimientos, uvas, berries, brócoli, ejote, habichuelas, melones, chíncharos, calabaza, sandia, jitomate, elote tierno, col, etc. Requerirá de las actividades de siembra, cultivo y cosecha.
La Agricultura es también una tarea alternativa.
El césped requiere de preparar la tierra, esparcir semilla, cortar y cosechar. Una maquina corta y enrolla el césped. Los trabajadores colocan los rollos en tarimas.
Paja y Heno: Los trabajadores se moverán a lo largo de filas de paca y heno previamente flejadas, flexionando, inclinando y levantando los contenedores cargando y acomodando en un camión o trailer.
Todas estas actividades correrán concurrentemente con los deberes enumerados bajo tabaco y son una porción pequeña del porcentaje total de horas trabajadas. Todo pago es por hora.

Los trabajadores deben poder trabajar de pie en una posición doblada por largos períodos de tiempo y poder trabajar en graneros a alturas de 10 a 30 pies. Alergias a ambrosia (ragweed), vara de oro (goldenrod), insecticidas, otros químicos relacionados, etc. pueden afectar su habilidad para realizar el trabajo. Los trabajadores deben estar físicamente capacitados para hacer el trabajo requerido con o sin acomodación razonable. Personas buscando empleo en estas cosechas deberán estar disponibles para el periodo completo requerido por el Patrón.

ITEM 10 (Cont)

El patrón asegura que proporcionara transportación a los trabajadores desde la vivienda hasta el sitio de trabajo todos los días. (Para los trabajadores a quien se le debe proporcionar vivienda).

El patrón aceptara cualquier trabajador o trabajadores estadounidenses capaces de realizar el trabajo. El Patrón está dispuesto a adiestrar al trabajador por un periodo que no exceda 3 días.

Los trabajadores deben poseer los documentos requeridos para que el Patrón pueda cumplir con los requisitos de verificación de empleo of IRCA.

El Patrón mantiene el derecho de despedir a un trabajador que obviamente sea incompetente, que finja estar enfermo o que sea un trabajador recalcitrante que esté físicamente capacitado pero que no demuestre el deseo de llevar a cabo el trabajo necesario en estas cosechas. Después del periodo de adiestramiento, todos los trabajadores deben realizar su trabajo al mismo nivel de producción que los otros trabajadores que hacen la misma tarea. (Vea también el anexo 2, de las Condiciones Generales).

ITEM 11

whichever is higher, or we offer to pay the highest rate that is in place at the time the work is performed, whether it be the Adverse Effect Wage Rate, the Prevailing Wage Rate, the Federal or State minimum wage rate, or the agreed upon collective bargaining wage, or the prevailing piece rate.

The employer guarantees to offer the workers employment for at least 3/4 of the work days of the total period during which the work order and all extensions thereof in effect, beginning with the first work day after the arrival of the workers at the place of employment and ending on the termination date specified in the work order or its extensions, if any. If the employer offers the worker during such period less employment than required under this provision, the worker shall be paid the amount which he/she would have earned had he/she, in fact, worked for the guaranteed number of days. Employee will perform other duties related to this/these crop activities and other task required in operating a farm.

Workers are paid once a week. Employer agrees to keep and maintain adequate and accurate payroll records.

If, before the expiration date specified in the work order, the service of the workers is no longer required for reasons beyond the control of the employer due to fire, or other Act of God, such as frost, flood, drought, hail, etc., which makes the fulfillment of the contract impossible, and the RA so certified, the employer may terminate the work order. In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, the worker will be returned to the place from which the worker, without intervening employment, came to work for the employer at the expense of the employer.

Employer will provide without charge, including deposit charge, all tools, supplies and equipment necessary to perform duties assigned.

In the event that a female is employed and there are no accommodations on the farm for females, then motel accommodations or the equivalent will be provided to workers to whom we must provide housing. The employer will arrange for transportation from living quarters to the worksite each day. Accommodations will include cooking facilities.

If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker.

ITEM 11 (cont) The employer will make the following deductions from the individual worker:

a.) FICA & Federal Income Tax

Workers will be responsible for making payment to employer for the following:

b.) Those for advances against wages
c.) Overpayment of wages
d.) Any loss to employer due to the worker's negligence or willful damage to tools, housing facilities and equipment.

Employer will provide workers compensation at no cost to workers covering injury and disease arising out of and in the course of workers employment. Proof of Workers' Compensation Ins will be provided to Regional Administrator prior to certification.

ITEM 12

b) When the services of the worker is no longer required for reasons beyond the control of the employer due to fire, or other acts of God, such as frost, flood drought, hail, etc., which makes fulfillment of the work period impossible and RA so certifies.

c) When the worker cannot complete the work period due to sickness related to this/these crop activities and is so certified by a doctor selected by the employer.

Upon completion of the job contract period, the employer reserves the right to charter or otherwise arrange to provide for return transportation at the employer's election.

If the worker voluntarily abandons employment before the end of the work period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing subsequent transportation and subsistence expenses.

Attachment 2
ETA 790

GENERAL CONDITIONS

All the tasks in this Job Offer 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.

The worker understands that if he quits or is terminated for cause prior to the end of the Period of Employment, he/she will not receive the three-fourths guarantee discussed under Item 9, will not receive certain transportation reimbursements discussed under Item 17 and may not be eligible for rehire in future years.

All guarantees shall also be void from the beginning if the worker voluntarily abandons the employment or if the worker is terminated for a lawful job-related reason.

Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: (a) abandons the employment; five consecutive workdays of unexcused absences shall be an abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violation(s) of the Employer's work rule(s); the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of General Rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reason(s) for termination of employment. (f) This work agreement shall also be terminated by fire, hurricane, frost, flood, drought, hail, other act(s) of God or other calamity or reason beyond Employer's control that makes fulfillment of this Work Agreement impossible. "Reason beyond Employer's control" includes termination of worker, if he/she is not a U. S. worker because a U. S. worker makes himself available for the job under DOL's 50% rule.

The worker will be assigned to be employed under the terms of this agreement at the farming operation of one or more grower members of the Association. The worker will be informed of the name and address of the first Grower Member on or before the first day of his period of employment hereunder. Worker will be advised of the name and address of any subsequent grower member(s) by whom he/she is employed at the time of such transfer(s).

A copy of an Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

I request access to the Conditional Clearance System for temporary Agricultural Housing. Such Housing will comply with the full set of U. S. Department of Labor guidelines or Occupational Safety and Health Administration by Feb. 14, 2013 (30) calendar days) prior to my date of need.

Eloise A. Wilder

This is to certify that Virginia Agricultural Growers Association, Inc., is filing this Job Order as Joint Employer for the Grower Members of VAGA whose names are attached.

The Employer(s) agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501. Also 20 CFR 655.122(k).

Elaine A. Wilder

WORK RULES

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for terminating worker's employment. Penalties such as suspension from work opportunity for the remainder of a day or for up to three days at a time may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their 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. Such bad work includes (but is not limited to) pulling green tobacco leaves, handling leaves so roughly as to damage them, failing to pick up good leaves that may have fallen to the ground.

2. No use or possession of beer, liquor or unlawful drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing.

3. Excessive absences will not be permitted. This is regular work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work."

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.

5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas.

7. Workers may not drop paper, cans, bottles and other trash in fields or packing house area. Trash and waste receptacles must be used.

8. Workers may not take unauthorized breaks from work.

9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.

10. Workers may not enter employer's premises without authorization.

11. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

12. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. The employer reserves the right to exclude any person(s) from visiting housing premises. No persons, other than workers assigned by employer to a room, may sleep in any room.

13. Workers may not deliberately restrict production.

14. Any worker who physically threatens another worker, the farmer or any supervisor with any tool or weapon will be subject to immediate discharge.

15. Workers may be discharged for fighting on the employer's premises, including housing premises, at any time.

16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.

17. Workers will be discharged if they steal from fellow workers or from the employer.

18. Workers may not falsify indentification, personnel, medical, production or other work-related records.

19. 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.

20. 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.

21. 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, refrigerator, tools, etc.

22. Workers must obey all safety rules and common safety practices and must report any injuries or accident promptly to their supervisor or the employer's office.

NORMAS DE TRABAJO

Aunque no es nuestra intencion de que sea una lista completa, estas normas de trabajo tienen la intencion de servirle de guia a los trabajadores en cuanto a la conducta que se espera de ellos.

Con esto se notifica que violacion de los requisitos legitimos relacionados al trabajo que tenga el patrono,incluyendo estas normas de trabajo, sera considerado como motivo para despedir al trabajador. Penalidades, tales como suspension de oportunidades de trabajo para el resto del dia o hasta tres dias a la vez, pueden llevarse a cabo en el caso de violaciones menos graves.

Se espera que los trabajadores cumplan con todas las normas relacionadas a disciplina, asistencia al trabajo, cualidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrono le provea.

1. Cualquier trabajador que haga mal trabajo podra ser suspendido sin paga por el resto de un dfa de trabajo o por hasta tres dias segun la decision de su supervisor, dependiendo del grado de la infraccion, los antecedentes de trabajo del trabajador y otros factores pertinentes. El trabajador puede ser despedido si comete culquier otra ofensa. Mal trabajo incluye (pero no esta limitado a) la recogida de hojas de tabaco verdes, el manejo tosco de hojas que les cause dano, el dejar de recoger hojas buenas que hayan caido al suelo.

2. No se permite el uso o posesion de cerveza, licor ni drogas ilegales durante el tiempo de trabajo ni durante el dia de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no pueden reportarse a trabajar mientras esten bajo la influencia de cerveza, licor or drogas ilegales. No se pueden usar ni tener drogas ilegales en la propiedad del patrono, incluyendo las viviendas.

3. No se permitiran ausencias excesivas. Este es trabajo regular, de todos los dias en el cual se espera que todos los empleados esten presentes, y capaces y dispuestos a trabajar todos los dias de trabajo. Este no es trabajo esporadico ni trabajo de dia.

4. Los trabajadores deben mantener limpias y en buen estado las areas de vivienda que se les provean, dado a desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus areas de vivienda en el mantenimiento de las areas de cocina y vivienda.

5. Los trabajadores que viven en las viviendas del patrono que tengan asignadas camas literas, no pueden separar las camas literas, ya que todos los ocupantes necesitan el espacio en los dormitorios.

6. Los trabajadores que viven en las viviendas del patrono no pueden cocinar en los dormitorios ni en ninguna otra area que no sea de cocina.

7. Los trabajadores no deben arrojar papeles, botes, botellas y otros objetos eu los campos o en las empacadoras. Basura y desperdicio deben de ponerse en los botes de basura.

8. Los trabajadores no pueden tomar recesos no autorizados durante horas de trabajo.

9. Los trabajadores no deben salir del campo u otra area de trabajo asignada sin permiso del hacendado o de la persona encargada.

10. Los trabajadores no pueden entrar a la propiedad del patrono sin autorizacion.

11. Los trabajadores no pueden comenzar a trabajar antes de la hora asignada, ni continuar trabajando despues de la hora de terminar.

12. Los trabajadores que vivan en las viviendas del patrono no pueden tener visita despues de las 10:30 p.m. excepto los sabados por la noche cuando las horas de visita terminan a medianoche. El patrono reserva el derecho de excluir a caulquier persona(s) de visitar las viviendas. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrono, puede dormir en los dormitorios.

13. Los trabajadores no pueden eliberadamente limitar produccion.

14. Cuaquier trabajador que amenaze fisicamente a otro trabajador, al hacendado o a cualllquier supervisor con alguna herramienta o arma sera despedido inmediatamente.

15. Los trabajadores podran ser despedidos por cualquier pelea que tengan en la propiedad del patrono, incluyendo el area de vivienda.

16. Los trabajadores no pueden poner ni remover avisos, letreros, ni otras instrucciones de los tablones de anuncios del patrono o de la propiedad del patrono sin autorizacion especifica del patrono.

17. Cualquier trabajador que le robe a otro trabajador o al patrono sera despedido.

18. Los trabajadores no pueden falsificar documentos de identificacion, personal, medicos, de produccion, ni otros documentos relacionados al trabajo.

19. Los trabajadores no pueden intencionallmente abusar o destruir ninguna Maquinaria, camion u otro vehiculo, equipo, herramientas u otra propiedad del patrono o de otros empleados.

20. Los trabajadores no pueden operar o usar camiones ni otros vehiculos, maquinas, herramientas ni otro equipo si no se le ha asignado especificamente por su supervisor. Los trabajadores no pueden usar o operar camiones ni otros vehiculos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente authorizadosr por el patrono.

21. Los trabajadores no pueden maltratar ni remover del area de la finca sin autorizacion de su supervisor, ninguna propiedad del patrono como camiones y otros vehiculos, camas, neveras, herramientas, etc.

22. Los trabajadores deben obedecer todas las normas de seguridad y las practicas de seguridad comunes y deben reportar caulquier herida o accidente inmediatamente a su supervisor o a la oficina del patrono.

GROWERS REQUESTING WORKERS FOR Tobacco/Produce/Hay 03/15/13 to 11/30/13

		NO OF WORKERS
19	Bacon, IV, John R. 774 Reedy Branch Rd. Kenbridge, VA 23944 Lunenburg County 434-676-8347	1
21	Bailey, Malcolm L. 606 Bailey Rd. Keysville, VA 23947 Lunenburg County 434-736-8349	6
22	Bailey, Michael 571 Bailey Rd. Keysville, Va. 23947 Lunenburg County 434-736-9859	2
33	Brightland Farm Baskette, Susan L. 275 Mottley Mill Rd. Cumberland, VA 23040 Cumberland County 804-492-4559	1
45	Blair III, Wade T. 2535 Hinesville Rd. Danville, VA 24541 Pittsylvania County 434-685-1371	1
46	Bledsoe, John C. 440 Tweedside Lane Blackstone, VA 23824 Nottoway County 434-292-6692	2

		NO OF WORKERS
57	S. J. Brandon LLC Brandon, III, S. Jordan 140 Danieltown Rd. Dundas, Va. 23938 Brunswick County 434-676-2692	3
66	Buchanan, Jr., David S. 2592 Brankley Rd. Chase City, Va. 23924 Mecklenburg County 434-372-4976	2
71	Callahan, Eddie 3918 Skyline Rd. South Hill, Va. 23970 Mecklenburg County 434-447-7407	3
78	Clark, Steve 712 Arbor Lane Clarksville, Va. 23927 Mecklenburg County 434-374-2673	1
77	Clary Farms Inc. Clary, Pam F. 6467 Union Level Rd South Hill, VA 23970 Mecklenburg County 434-577-2363	2
90	Corum, A. Neil 3034 Antioch Rd. Warfield, Va. 23889 Brunswick County 434-949-7801	5
666	Gibbs, Jr., James N. 196 Gibbs Lane Dolphin, Va. 23843 Brunswick County 434-949-7517	

		NO OF WORKERS
378	Devin, William B. P. O. Box 40 Wyliesburg, Va. 23976 Charlotte County 434-735-8725	5
134	Emerson, Clarence A. 333 Emerson Rd. Dry Fork, Va. 24549 Pittsylvania County 434-724-4601	2
130	White Oak Mountain Farms Emerson, Jr., Ray 2348 Hopewell Rd. Dry Fork, Va. 24549 Pittsylvania County 434-250-8163	2
539	Farrar, Wylie H. 996 Baskerville Rd. Baskerville, Va. 23915 Mecklenburg County 434-689-2228	7
162	Griffin, Sam G. P. O. Box 36 Freeman, Va. 23856 Brunswick County 434-594-4188	2
180	Hightower, Jr., John D. 3502 Hutcheson Rd. Baskerville, Va. 23915 Mecklenburg County 434-447-3640	2
186	Holley Bros. Holley, B. Monte 5809 Irish Rd. Chatham, Va. 24531 Pittsylvania County 434-724-7503	2

		NO OF WORKERS
206	Ingram, George S. 15901 Old Richmond Rd. Keeling, Va. 24566 Pittsylvania County 434-797-9829	2
211	Jennings, James D. 8689 Old Cox Rd. Chase City, Va. 23924 Mecklenburg County 434-372-3387	3
253	Mc Bride Brothers Farms Mc Bride, Meredith L.(Sonny) 8818 Skipwith Rd. Skipwith, Va. 23968 Mecklenburg County 434-372-2527	1
279	Napier, Timothy C. 7980 George Washington Hwy Keysville, VA 23947 Charlotte County 434-736-9717	2
296	Parrish, Jr., Charles H. 2968 Fairview Road Dundas, Va. 23958 Lunenburg County 434-676-3403	3
303	Powell, A. Layton 280 Powell Lane Keysville, Va. 23947 Lunenburg County 434-736-9600	4
313	Proffitt, Robert 23272 Hwy 47 South Hill, Va. 23970 Mecklenburg County 434-447-8285	3

		NO OF WORKERS
234	Ramsey, Herbert R. 243 Ramsey Farm Rd. Clarksville, Va. 23927 Mecklenburg County 434-374-2403	1
336	Roberts, Wallace A. 1187 Farmers Field Rd. Lawrenceville, Va. 23868 Brunswick County 434-848-4899	2
691	Tucker, Jr., John W. 17019 Wilkinson Rd. Dinwiddie, Va. 23841 Dinwiddie County 804-469-4238	3
390	Turner Family Farms LLC Turner, Donald E. 21903 White Oak Road Petersburg, VA 23803 Dinwiddie County 804-861-2743	2
406	Wallace, R.ichard Edward 1212 Friendship Church Rd. Drakes Branch, Va. 23937 Lunenburg County 434-736-8913	3
448	Yates, Randy M. 8348 U.S.Hwy. 29 Blairs, Va. 24527 Pittsylvania County 434-836-0173	2
	Grand Total Workers to Certify:	**82**

State Agency Virginia Employment Commission

Agencia Estatal

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

SUMARIO DE LAS CONDITIONES DE EMPLIO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. Order Number: 340858

1. Numero de la Orden: 340858

2. Name of Employer:

See ES 338's and
Virginia Agricultural Growers Association

2. Nombra del Empleador:

Virginia Agricultural Growers Association

3. Location of Employer and Directions:

5037 Halifax Road
Centerville Office Building
Halifax, Va. & also see ES 338's

3. Lugar y Direccion del Empleador:

4. Period of Employment:
From 03-15-2013 To 11-30-2013

4. Perodo de Empleo:
Del 03-15-13 Al 11-30-2013

5. Work Schedule:

Hours per day 7 Days per week 5-6

5. Horario del Trabajo:

Horas por dia 7 Numero da dias por semana 5-6

6. Crop and Pay:

Crop	Hourly wage	Unit of Production	Piece Rate	Estimated Hourly Wage
Tobacco/	$9.68			
Produce/				
Hay/Straw				
Sod				

Bonus: _____

6. Cosecha y Pago:

Cosecha	Sueldo por Hora	Unidad da Produccion	Pago por Unidad
Tobaco	$9.68		

Calculo Anticipado del Sualdo por Hora

Pago Adicional: _____

7. Work tasks to be performed:

Regular: Plant tobacco, pull mature leaves, topping suckering, pulling stringing, hoisting, bulk storage & cutting.

Alternate tasks and pay during first week in case of crop delay (see item 12) _____

7. Labores a Desampenar en al trabajo:

Normales: Plantar el tobaco. Pescar tobaco trabajar en los hornos de tabaco.

Labores de tabaco.

Labores alternativas y pago por la primera semana en caso de demora en la cosacha (vease punso numero 12): _____

8. Transportation provided:

yes ___ no X

9. Housing can accomodate ___ number of people

individual X family ___

10. Meals:

Provided: yes ___ no X

If yes: cost per day _____

Workers must do their own cooking

yes X no ___

11. Deductions:

Type	Amount
Social Security	XXX
Income tax	XXX
Meals	
Transportation	
Tools	
Crewleader charges	

12. Notes to worker

A copy of the full job order is available for inspection in this office.

The employer has guarenteed your first week's wages unless he notifies the Job Service of a later starting date by 3/5/13. In order for you to be eligible for this grarentee, you must contact the Job Service office at

Virginia Employment Commission
Farmville, Va.
434-392-1849

During the period of 3-6-13 thru 3/10/13 any Job Service office will assist you in doing this.

8. Transportacion Proveida:

si ___ no X

9. Vivendas Disponiblas para _____ personas

individuos X familias ___

10. Comidas Proveidas:

si ___ no X

Si son proveidas, el costo por dia sera___

Los trabajadores tienen que cocinar sus comidas si X no___

11. Deduccionas:

Class	Cantidad
Saguro Social	XXX
Impuestos Sobre Ingrasos	XXX
Comidas	
Transportacion	
Herramiantas y Maquinsrias	
Sumas cobracas por el Contratista da Trabajadores Agricolas	

12. Notas Para El Trabajador

Una copia de la orden complata esta disp en esta officita para su inspececcion.

El empleador ha garantizado al pago tor oruners semaba de enokaim a menos que al notifique al Servicio da Emplaos que la decr de comanzar a trabajar sera atrasad y que 3/5/13. Para que pueda tene dereoho a esta garantia de pa tendar qua comunicazse con la Oficina de Servicio de Emplios an el

Virginia Employment Commi
Farmville, Va
434-392-1849

durante el pariedo del 3/6/13 al 3/10/13 Graigiar oficina del Servicio da Empleo le asistira an hacerlo