Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 347255 3. Employer Name: VAGA
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 Farmworkers 19 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)

☐ 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: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, 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 (Also see addendum)

a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador:

[redacted]

b) Telephone Number / Número de Teléfono

434-572-6871

c) Fax Number / Número de Fax

434-572-3642

d) E-mail Address / Dirección de Correo Electrónico:

vaga@pure.net

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo

Various locations in Virginia, USA

(See Addendum for Addresses of each farm)

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda

338's will be provided at least 30 days in advance of our date of need. These documents will provide directions .

Also, please see attachment 1, Item 3

a) Description of Housing / Descripción de la vivienda:

338's will be provided at least 30 days in advance of our date of need. These documents will provide description of housing.

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial:

45-2092-02

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

FARMWORKER, VEGETABLE

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

FEB 2013
347255
RCD
RURAL SERVICES UNIT

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):

192 Bristol East Rd.
Bristol VA 24202

a. 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):

Felix Acosta, FARM PLACEMENT SPECIALIST
276-642-7350

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo

2-13-13

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:

7-26-13

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo

From / Desde: 04-12-2013 To / Hasta 11-09-2013

10. Number of Workers Requested / Número de Trabajadores Solicitados

~~19~~ 21

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

Sunday / Domingo	0	Thursday / Jueves	7
Monday / Lunes	7	Friday / Viernes	7
Tuesday / Martes	7	Saturday / Sábado	5
Wednesday / Miércoles	7		

(See Attach 1, Item 8)

12. Anticipated range of hours for different seasonal activities / Rango previsto de horas par alas diferentes actividades de la temporada

N/A

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

Employer / Empleador Yes / Sí ☐ No

3/12/13

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar

Employer will furnish free and convenient cooking facilities for workers to prepare their own meals. Workers will purchase their-own food. Lunch time will be designated by the employer.
Employer will provide free transportation to and from a store once a week for supplies.

(Also, please see attachment 1, Item 4)

15 Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo os candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores) See instructions for more details / Vea las instrucciones para más detalles.

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.

16 Job description and requirements / Descripción y requisitos del trabajo

Plant, cultivate and harvest cabbage and other produce.

Also see attachment 1, Item 10 for additional information.

s previous work experience preferred? / Se prefiere previa experiencia? ~~Yes / Si~~ ~~X~~ No ☒ If yes, number of months preferred / Si es así, número de meses de experiencia ~~2~~

2 Check all requirements that apply

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☒ Employer Will Train / Empleador entrenará o adiestrará
- ☐ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar _____ los /libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificacion de antecedentes penales
- ☐ Drug Screen / Detección de Drogas
- ☐ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo / Días Feriados no obligatorio

17 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
Cabbage							
and	$ 9.68	$		Social Security / Seguro Social	XX	☐	Weekly / Semanal
other Produce	$	$		Federal Tax / Impuestos Federales	X	☐	XX
	$	$		State Tax /Impuestos Estatales	X	☐	Bi-weekly / Quincenal
	$	$		Meals / Comidas	☐	XX	☐
	$	$		Other (specify) / Otro (especifica)	☐	XX	Monthly/Mensual
							☐
							Other/Otro
							☐

*8 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, whichever is higher, or we offer to pay the highest rate that is in place at 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.

*9 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 completion 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)

20. 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 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," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

N/A

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☐ No ☒

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Si ☒ No ☐

24. 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

25. 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/Ningueno

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ X No ☐

27. 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.

Virginia Agricultural Growers Assn., Inc. by
Eloise A. Wilder, Executive Secretary

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Eloise A. Wilder, Executive Sec. — Feb. 6, 2013

Employer's Signature / Firma y Título del Empleador — Date / Fecha

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 Employment and Training Administration (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 American Job Center constitute a contractual job offer to which the American Job 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 (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job 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, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el numero de la sección e incluya archivos adjuntos, si es necesario.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO 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.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name: Virginia Agricultural Growers Assn., Inc.
by Eloise A. Wilder, Executive Sec. Date: Feb. 6, 2013

Employer's Signature: Eloise A. Wilder, Exec. Sec.

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

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
192 Bristol East Road
Bristol, Va. 24202
Phone: 276-642-7530

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 cabbage and other produce.

Workers will help pull cabbage plants from cabbage bed, set plants by placing plants by hand into rotating wheel, while riding transplanter towed by tractor through field. Workers will help to replant as well as cultivate the crop.

When harvesting, workers will cut selected heads of cabbage and place in trailer drawn through field. With knife in hand, worker slightly bends cabbage head away from stalk, leaving 3 or 4 outer leaves around cabbage head for protection.

Care must be taken not to jam knife into ground while cutting. Considerable bending is required to cut cabbage Workers are also expected to perform task of packing, weighing, and loading trucks.

In addition to transplanting and harvesting cabbage, the worker may be required to perform variable tasks related to cabbage such as the following: Irrigation, ditching hoeing, shoveling, loading, unloading, hauling, etc. Packaged cabbage may weigh from 50 to 60 pounds and may be lifted to a height of five (5) feet. 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 95F. 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.

Pumpkins, peppers, tomatoes, broccoli sweet corn, etc, will require the activities of planting, cultivating and harvesting. These activities will run concurrently with the duties listed under cabbage and is a minor part of the total percentage of hours worked. All pay is per hour.

Workers should be able to work on their feet in bent position for long periods of time. 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.

ITEM 10 (cont)

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 three (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 10A (Cont.)

Plantar, cultivar y cosechar col y otros productos agrícolas.

Los trabajadores ayudarán a sacar plantas de col de los senbraderos colocarán las plantas a mano en una rueda giratoria, mientras el transplantador es tirado por un tractor a travéz del campo. Los trabajadores ayudarán a replantar asi como cultivar la cosecha.

Al cosechar, los trabajadores cortarán las cabezas de la col seleccionadas y la colocarán en un remolque que recorrerá el campo. Con el cuchillo en la mano, el trabajador dobla ligeramente la cabeza de la col separandola del tallo, dejando de 3 a 4 hojas externas alrededor de la cabeza de la col como protección.

Deberán de tener cuidado de no enterrar el cuchillo en la tierra durante el corte. Se requiere agacharse continuamente para cortar la col. Se espera que los trabajadores también realicen las actividades de empaquetar, pesar, y cargar en los camiones.

Además de trasplantar y de cosechar la col, el trabajador puede ser requerido a realizar actividades diversas relacionadas con la col tales como: Irrigación, hacer zanjas, guataquear , palear, cargar, descargar, acarrear, etc. La col empaquetada puede pesar de 50 a 60 libras y podrá ser levantada a una altura de cinco (5) pies. Los trabajadores estarán expuestos temperaturas húmedas temprano por la mañana y al calor del día, trabajando en los campos. Las temperaturas pueden variar de 40F a 95F. Los trabajadores pueden ser requeridos para trabajar durante lluvias ocasionales no tan fuertes como para detener las operaciones en campo. Los patrones les proporcionarán a los trabajadores, sin costo para ellos, el equipo apropiado para trabajar bajo la lluvia.

Calabazas, ajies,tomates, brócoli, maíz, etc., requerirán de las actividades de plantar, cultivar y cosechar. Estas actividades se harán conjuntamente con los tareas de la col y son una parte menor del porcentaje total de las horas trabajadas. Toda la paga es por hora.

Los trabajadores deben poder trabajar de pie y en posición inclinada por períodos largos de tiempo. Las alérgias a ragweed, goldenrod, roceador de insecticidas, y otros productos químicos, etc., pueden afectar la habilidad de los trabajadores para realizar el trabajo. Los trabajadores deben poder físicamente hacer el trabajo requerido con o sin las facilidades suficientes. Las personas que buscan el empleo en estas cosechas deben estar disponibles para el período entero requerido por el empleador

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

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 03/12/2013 (30) calendar days) prior to my date of need.

Gloria D. 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 D. 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 dinguna otra area que no sea de cocina.

7. Los trabajadores no deben arrojar papeles, botes, botellas y otros objetos en 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 cualliquier 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.

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER:

2. NAME OF EMPLOYER: VAGA

3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)

4. PERIOD OF EMPLOYMENT:
FROM 4-12-13 to 11-09-13

5. WORK SCHEDULE:
HOURS PER DAY 7 DAYS PER WEEK 5

6. CROP AND PAY:
CROP: Vegetables
HOURLY WAGE: $9.68
PIECE RATE: N/A

7. WORK TASKS TO BE PERFORMED:
Workers will plant, cultivate, harvest vegetables. Workers will remove weeds either by hand of with a hoe. Carrying and hauling potting soil, water and containers. Workers will be required to prepared load/unload all crops for shipment to market. Heavy field work, stoop labor required.

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

9. HOUSING CAN ACCOMODATE_ PERSONS
___x___INDIVIDUAL
_____FAMILY

10. MEALS:

PROVIDED:_____YES___x___NO

IF YES: COST PER DAY ___n/a____
(See item 13 in Job Order)

WORKERS MAY DO THEIR OWN COOKING:

_____x_____YES_____NO

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX
INCOME TAX	XXXXXX
TRANSPORTATION	NONE
TOOLS & EQUIPMENT	NONE

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMBERO DE LA ORDER:

2. NOMBRE DEL EMPLEADOR: VAGA

3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)

4. PERIODO DE EMPLEO:
DEL 4-12-13 to 11-09-13

5. HORARIO DE TRABAJO:
HORAS POR DIA 7 NUMERO DE DIAS POR SEMANA 5

6. COSECHA Y PAGO:
COSECHA Vegetables
SUELDO POR HORA $9.68
PAGA POR UNIDAD: N/A

7. LABORES A DESEMPENAR EN EL TRABAJO:
Trabajadores plantarán, cultivan, y cosechar verduras. Prepara la tierra Y cubria las verduras para proveer protección., Trabajadores deben cagar las cosechas en camiones para transporte al mercado. Se requerirán doblar, estar paradas e inclinarse y llvar las cajas de producto.

8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA__x___SI_____NO.

9. VIVENDA DISPONIBLE PARA _ PERSONAS:
_____x_____INDIVIDUOS
_____FAMILLAS

10. COMIDAS PROVISTAS:

_____SI____x_____NO

SI SON PROVISTAS, EL COSTO POR DIA SERA ____n/a_____ (Vea Num.13 en la Orden de Trabajo)

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS___x____SI_____NO

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX
IMPUESTOS SOBRE INGRESOS	XXXXXX
TRANSPORTACION	NO
HERRAMIENTAS Y MAQUINARIA	NO

CREWLEADER CHARGES NONE

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

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION
Bristol, Virginia 24203
276-466-4476

During the period of ____ to
Any Job Service office will assist you in doing this.

SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS NO

12. NOTAS PARA EL TRABAJADOR:

Una copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ha 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 notificacion sea a más tardar el ____ .
Para que Ud pueda tener derecho a esta garantia de pago, tendrá que ponerse en contacto con la Oficina del Servicio de Empleo en el:

VIRGINIA EMPLOYMENT COMMISSION
Bristol, Virginia 24203
276-466-4476

Durante el periodo el al
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

Addendum to ETA 790

GROWERS REQUESTING WORKERS FOR Cabbage/Other Produce 04/12/13 to 11/09/13

		NO OF WORKERS
73	Cassell, Danny R. 2957 Gladesboro Rd. Hillsville, VA 24343 Carroll County 276-398-2729	3
235	Lights Farms, Inc. Light, James R. 2106 Worrell Memorial Rd. Laurel Fork, Va. 24352 Carroll County 276-398-2351	4
558	Painter, Eldon 2496 Pilot View Rd. Hillsville, Va. 24343 Carroll County 276-952-2388	3 4
440	Worrell Family Farms LLC Worrell, W. Alan 879 Sunrise Drive Austinville, VA 24312 Carroll County 276-728-2786	9 10
	Grand Total Workers to Certify:	19 21

APPROVED BY NATIONAL PROCESSING CENTER ON 3/12/13

Case Number: H-300-13053-799352

1. Contract Impossibility 20 CFR 655.122(0)
Deficiency:

Please amend by including the following to correct my deficiency.

If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Acts of God, that makes the fulfillment of the contract impossible, the employer may terminate the contract. Whether such an event constitutes a contract impossibility, will be determined by the CO of the Department of Labor.

In the event of such termination of a contract, the employer agrees to fulfill a three-forth guarantee for the time that has elapsed from the start of the work contract to the time of its termination.

The employer agrees to make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable.

If such transfer is not affected, the employer agrees to the following: (1) Return the worker at the expense of the employer, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers, (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment and (3) Pay the worker for any cost incurred by the worker for transportation and daily subsistence to that employer's place of employment.

Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

Please Amend
Eloise A. Wilder