

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: VA 305887	3. Date of acceptance by CNPC: 8/15/12
5. From: Rural Services Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	4. Employer Name: Eagle Tree Farm 6. OES Job Code, Title and Number of Positions Available 45-2092.02 Farmworker, Vegetable 50 Positions	
7. 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		
8. By: (ES Agency Representative) Jason Padgett	Title: Rural Services Manager	Telephone Number: 804-786-8714
9. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
10. By: ES Agency Representative	Telephone Number:	Date Signed:



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

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

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

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

754 Leedstown Road

Colonial Beach, VA 22443

Telephone number/Teléfono: (804) 867-1455 Fax: (804) 224-1998

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

Colonial Beach, VA 22443

*See attachment to ETA 790, Item #2

(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

1. 1001 Layton Landing Rd – Colonial Beach, VA 22443

Description: House is a Barracks Style, Block home set up as a multi-tenant dormitory. Housing has been previously certified by the DOL for a total capacity of 98 people.

*See attachment to ETA 790, 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 111219	5. Job Order No. /Num. de Orden de Empleo 305887
6. Occupational Title and Code/Título Ocupacional y Código 45-2092 FARMWORKER VEGETABLE	
7. Clearance Order Issue Date / Fecha de Trámite RCD RURAL SERVICES	7-31-12
8. Job Order Expiration Date / Fecha de Expiración UNITE	11-4-12

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 09/25/2012 To/Hasta: 12/15/2012

10. No. of Workers Requested / Num. de Trabajadores Solicitados
~~50~~ 50 JP 8/15/12

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

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 / Arreglo de Alojamiento

In addition to providing free cooking & kitchen facilities, employer will provide free transportation for workers to and from the closest neighboring town, no less than once a week for supplies and/or banking (for workers for whom housing must be provided).

Should rental and /or public accommodations be listed in Item 3, the employer attests that such housing complies with all local, State & federal housing safety standards.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

The actual employment offer is at the sole discretion of the employer. Referral will be accepted from the State Workforce Agencies (SWAs) directly from applicants, walk-ins, gate hires and from all other sources. SWAs should thoroughly familiarize each applicant with the job specifications, terms & conditions of employment prior to making the referral. Applicants must meet all of the following criteria:

1. Must be willing and available to work the entire season as outlined
2. Non-local workers must have transportation to job site at the start of the season. Local workers must have transportation to job site on a daily basis.
3. Have been fully apprised by the local employment office of all terms, conditions & nature of employment
4. Must be legally entitled to work in the U.S.
5. Must be able, willing and qualified to perform the work as outlined

Applicants must be able to provide documentation required to enable the employer to comply with employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of hire pursuant to U.S. law.

*See attachment to ETA 790, Item #14

15. Job Specifications / Especificaciones del Trabajo

This job requires a minimum of three (3) months (or 480 hours) of verifiable prior experience working on a diversified crop farm handling both manual and machine assisted tasks associated with commodity production and harvest activities. Workers must be able to perform all entry level duties as well as additional experienced activities with accuracy and efficiency.

*See attachment to ETA 790, Item #15

(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	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/Si	No	Pay Period Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
Squash	\$ 9.70	\$ see attachment		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Broccoli	\$ 9.70	\$ to ETA 790,		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sweet Corn	\$ 9.70	\$ Item #16		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago

Employer agrees to offer, advertise & pay the wage defined as the highest of the USDOL-promulgated AEW, prevailing hourly wage or piece rate or the Federal or State minimum wage in effect at the time the work is performed (attached) (If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

Employer agrees to reimburse foreign workers for all costs associated with the visa application, border crossing, inbound/outbound transportation costs as well as a reasonable subsistence rate from the place from which the worker departed to work for the employer to the place of employment, to the extent that such worker-borne expenditures reduce the workers' earnings below the FLSA minimum wage in the first workweek. Pursuant to current regulations, employer will reimburse the worker in full for all aforementioned expenses and reasonable subsistence no later than the halfway point (50%) in the work agreement if such payment has not already been made prior to the 50% period. A minimum daily subsistence rate of \$11.13 will be paid to workers who cannot provide receipts and a max travel subsistence of \$46.00 to workers providing acceptable receipts. Transportation expense will be calculated on the workers actual cost, but no more than the most economical and reasonably similar common carrier charges for the distance traveled.

*See attachment to ETA 790, Item #17

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

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

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

19. Unemployment Insurance provided? Seguro de Desempleo?

Yes/Si No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador:

Yes/Si No

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

Yes/Si No

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

NONE

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

NONE

<p>24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (Incluya el número de teléfono) VEC - Farm Placement Staff 14243 History Lane Hwy Warsaw, VA 22572</p>	<p>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) Farm Placement Staff (804) 333-3675</p>
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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.

John M. Pelt *Manager* Date: *7/24/12*
 Employer's Signature & Title/ Firma y Título del Empleador

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

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

ETA 790 – Attachment 1

Eagle Tree Farm, Inc.
Continuation from ETA 790

Item 2) Location & Directions to worksite:

754 Leedstown Road – Colonial Beach, VA 22443 – From I-95 Northbound take exit 104 US 301/Bowling Green – Turn right onto Kings Hwy/VA-3 – Turn Right onto Flat Iron Road – Turn slight right onto Grants Hill Church Road – Turn Right onto Leedstown Road

Item 3) Location and Description of Housing:

1. 1001 Layton Landing Rd – Colonial Beach, VA 22443

Description: Barracks Style, Block home set up as a multi-tenant dormitory. Housing has been previously certified by the DOL for a total capacity of 98 people.

Housing is provided at no cost to only non-commuting workers or workers who are not reasonably able to return the same day to their place of permanent residence. No person who is not an employee and who has not been assigned housing shall be permitted to occupy employer provided housing.

The employer retains possession and control of the housing premises at all times and workers, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon separation from employment with the employer who has provided said housing.

No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder, unless unlawfully removed or damaged beyond normal wear & tear. Housing will be clean and in compliance with applicable federal housing or local rental housing standards when made available for occupancy. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Female workers will be provided with sleeping facilities shared only with other family members or other females. In the event that a female worker is hired, separate toilet facilities shall be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs for damage or loss of property, other than that caused by normal wear & tear, will be deducted from the earnings of the worker if he/she is found to be responsible for the damage or loss to the housing and/or furnishings. Workers residing in the employer's housing may have their mail directed to them at the employer's address as stated on the attached form. Workers will be provided with a name and telephone number where they may be contacted in the case of an emergency while residing in the provided housing.

Item 11) Anticipated Hours of Work per week:

Workers will report to work at the designated time and place as directed by the Employer each day. The standard workday is from 8:00AM to 3:30PM Monday through Friday and 8:00AM to 2:30PM on Saturday with an unpaid lunch break every day. (7 hours per day

Monday – Friday and 5 hours on Saturday). Workers may be requested, but not required to work as much as 12 hours per day and/or on the worker's Sabbath, depending upon the conditions and amount of work to be done. Workers may volunteer to work additional hours when there is work available. Down Time: Worker's should expect occasional periods of little or no work because of weather or other conditions beyond the employer's control. These periods may occur at anytime throughout the season without prior notice.

Item #14) Referral Instructions:

Eagle Tree Farm, Inc. shall abide by the requirements and assurances of 20 CFR – 653.501 in the processing and/or hiring of individuals referred through the clearance system. Referrals shall be made through the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It shall be the responsibility of the referring SWA office to inform all job seekers of the terms and conditions of this clearance order. After coordinating with the Order Holding Office, the SWA will contact the employer directly with the referral information. Whenever possible and if necessary, the SWA should provide translation services as needed. Interviews, either by telephone or in person will be conducted by the employer only during the hours of 9:00AM and 3:30PM Monday through Friday. **The employer is to be contacted first at the address and phone number listed below. If unavailable, the employer's agent may then be contacted during the same hours as noted above.**

Employer	Employer Agent
Eagle Tree Farm, Inc.	Workforce Advantage
Joe Parker	Fernando Saenz
754 Leedstown Rd Colonial Beach, VA 22443	PO Box 9168 – Richmond, VA 23227
(804) 224-1990 (phone)	(804) 550-5150 (phone)
(804) 224-1998 (fax)	(804) 550-1960 (fax)

Applicants will be interviewed by telephone at the time of referral or as soon thereafter as possible. In the event that the order holding office is going to make multiple referrals at the same time, it is requested that the employer be advised in advance so as to make the proper scheduling arrangements for interview. SWA offices from outside of the local calling area may use the collect telephone calling information provided in item 12.

If a hiring decision cannot be rendered at the time of interview, contact with the applicant shall be carried out via the contact information provided by the applicant. All applicants must be able to provide a reliable form of contact in order to be considered for employment. Applicants should be encouraged to remain in contact with the Holding office for information regarding their status and or any changes to the job order.

Order Holding Office:

Virginia Employment Commission – Farm Placement Staff
 14243 History Land Hwy
 Warsaw, VA 22572
 (804) 333-3675

Item 15) Job Specifications:

Crops grown include sweet corn, squash & broccoli. Workers will harvest produce from the field using hands and in some cases knives or other hand tools. Harvest work includes but is not limited to: filling buckets or boxes with produce, packing boxes onto pallets and loading trucks. Physical requirements include stooping, kneeling and standing for extended periods of time, lifting and carrying boxes of between 25 to 50lbs. Care must be taken to prevent damaging produce & plants. Workers will also be required to use machetes and other tools to clear brush from ditches and bordering roadsides as well as hoes and other hand tools to weed vegetable crops.

Work is to be done in the field for long periods of time and in all kinds of weather. All workers may be expected to perform duties including boxing, weighing, loading produce, setting irrigation equipment and picking up debris. Workers may also assist in loading of trucks with packaged produce weighing from 50 to 60 lbs. Work may also include mechanized fieldwork using power equipment. "power equipment" may include but is not limited to: tractors, planters, sprayers, cultivators and other farm & packing house equipment. Workers will be expected to be able to operate equipment with or without direction.

Workers should be able to work on their feet or in bent positions for long periods of time and should be physically able to do the work required with or without reasonable accommodations.

Workers may be exposed to wet weather early in the mornings and extreme heat throughout the course of the day. Temperatures may range from between 40 to 100F. Workers may be required to work through occasional showers not severe enough to stop field operations.

Persons seeking employment as experienced Farm Workers must be available for the entire period being requested by the employer. Applicants must have previous experience working for employers running comparable operations. Successful applicants will be subject to a five-day trial period during which time their performance will be evaluated. Employer retains the right to discharge and/or terminate an obviously unqualified, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the required work.

At the sole discretion of the employer, any domestic and/or nonresidential seasonal worker employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage based on worker's past performance and tenure with the employer's organization.

All terms and conditions included in this job order shall be applied equally to both U.S. and H-2A workers alike.

Item 16) Wage Rates, Special Pay Information & Deductions:

Farm and or Crop work specifications can change from time to time during the season due to weather and market conditions. Workers will be expected to conform to the specific instructions given for each day's work.

The Production Manager will provide instructions and general supervision to the worker(s). However, workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All workers will be paid the higher of either the Adverse Effect Wage Rate (AEWR), Prevailing Wage Rate, State or Federal minimum wage or piece rates as specified below. In the event that DOL promulgates a new AEWR during the recruitment or work contract period, the new AEWR will become the guarantee.

Piece Rate Break Down

1. Harvesting of Squash – Workers will be paid the higher of either \$9.70/hr or \$1.50 per box of picked & Packed product
2. Harvesting of Broccoli – Workers will be paid the higher of either \$9.70/hr or \$0.95 per box of crown cut product or \$2.00 per box of packed bunches
3. Harvesting of Sweet Corn – Workers will be paid the higher of either \$9.70/hr or \$1.00 per box of picked and packed product

The employer will make the following deductions from the Worker's wages: FICA and Federal income taxes if required by law, any cash advances and repayments of loans (at 0% interest), repayment of over payment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear & tear) or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the Worker in writing. No deductions except those required by law will be made which bring the Worker's earnings for any pay period below the currently applicable FLSA minimum wage.

Employer guarantees to offer all workers subject to this job order employment for the hourly equivalent of 3/4 of the work hours of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the worker's arrival at the assigned Employers location, ready willing, able and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon termination of this employment as provided below.

Employees who are terminated for cause are not entitled to any guarantee included here in. For purposes of this guarantee, a "workday" consists of seven (7) hours Monday through Friday and five (5) hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which include: New Years Day, Martin Luther King, Jr.'s birthday, Washington's birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. On certain of these days work may be available to those interested in working. If the worker, at the conclusion of his work agreement, has been afforded less hours than required under this provision, the employer agrees to pay the worker at his hourly rate for the hours, in addition to those actually worked, up to the hourly equivalent of the guaranteed number of days.

This employment guarantee shall be terminated before the end of the Period of Employment if the services of the Worker(s) are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail or other Acts of God which makes fulfillment of this agreement impossible. In such cases, the Employer will

make efforts to transfer workers to other comparable employment acceptable to the Worker. IF such transfer is not affected, Workers will be returned, at Employer's expense, to the place from which Worker, without intervening employment, came to work for the Employer. In the event of such a termination, the 3/4-guarantee period ends on the date of the termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the agreement period, or in the event that the Worker is terminated for a lawful job-related reason.

The payroll period shall be weekly, meaning that the Workers will be paid every Friday.

Employer will provide a worker referred through the SESA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment services office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the interstate clearance system the AEWR for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker shall be disqualified from the above-mentioned assurance.

The employer prohibits the payment of recruitment fees by any worker. If a worker is asked to pay such fees or has actually paid such fees, he or she shall inform the employer immediately so that the employer may take the appropriate action.

The Employer will furnish to the Worker, on or before each pay day, one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked, an itemization of all deductions made, the Worker's net pay and the Employer's name, address and FEIN.

The employer agrees to make earnings records and statements available for inspection and transcription upon request by the Secretary of Labor or any duly authorized representative. The employer also agrees to provide worker's compensation covering injury and/or disease arising from and in the course of employment at no cost to the workers. Proof of current Worker's Compensation Insurance shall be provided to the certifying officer prior to the certification date.

Item 17) Transportation: (This sub paragraph applies only to Workers for whom the employer is legally obligated to supply housing.)

Upon satisfactory completion of the work agreement, employer shall pay for Worker's reasonable costs of transportation and subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to accept the return transportation costs, in which case the employer will only pay for the transportation and subsistence to the next job. The amount of such transportation payment will be equal to the Worker's actual

transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election.

Subsistence reimbursement shall be \$11.13 per day, without producing documentation of actual expense, or will otherwise be paid as per 20CFR 655.102(b)(5) only to those employees who are eligible under H-2A program regulations for subsistence pay. Workers able to produce acceptable receipts shall be reimbursed a maximum subsistence rate of \$46.00 for entire travel time. By way of illustration and not in limitation of the foregoing, the employer will not pay for transportation of worker if he/she does not have suitable documentation for compliance with the proof of identity and employment eligibility requirements set forth by the IRCA, if he/she is discharged for a lawful job-related reason, if he/she has knowledge at the place of recruitment that he/she can not perform the duties of the job as described above, or if he/she willfully abandons this employment prior to the ending date of need as specified by the employer. However, employer WILL provide transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the employer prior to leaving the place of work, if the worker is terminated as a result of an Act of God which makes fulfillment of the work agreement impossible as provided in paragraph 9C, or if the worker is displaced by a US worker under the DOL's 50% rule.

Employer will offer free transportation for workers living in the employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker shall be required as a condition of employment to utilize the transportation offered by the employer. Employer also agrees to provide transportation (once per week) to the nearest commercial center so that workers living in the employer's housing may have an opportunity to cash checks, wire money to family and restock on necessary provisions such as food and general living necessities.

Other Conditions of Employment

Termination: Employer may terminate the worker for any lawful job-related reason and so notify the Job service local office if the worker: a) refuses without justified cause to perform the work for which he/she was recruited and hired, b) commits a serious act(s) of misconduct or repeated violations of the employer's work rules (A copy of general work rules is attached), c) fails after completing the training period to perform the work duties as specified in Item 15 and attachment, d) abandons this employment (three consecutive unexcused absences from scheduled working days shall be deemed as abandonment of employment) e) falsifying identification, personnel, medical, production or other work related records, f) fails or refused to take a drug test (see section "M") or h) commits acts of insubordination. For workers who fail to provide notice before voluntarily abandoning the employment, all wages due shall be forwarded to the last known address for the worker.

The employer may discipline the worker, including requiring that the worker leave the field ("time out"), be suspended from employment for up to 3 days, or be terminated from employment as described in termination "A" above.

Injuries: Worker will be covered by Workman's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator prior to the granting of certification. All workers must report any injury and/or illness to their employer and Workforce Advantage immediately. Failure to do so may be grounds for termination.

Employer Obligation if Employment is Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment terms and conditions: Employer will expeditiously notify the local order-holding office or state agency of any changes to the terms and conditions of employment due to weather conditions, over recruitment or any other factors. The terms of this work agreement thereafter may be changed upon posted notice to the Worker.

Outreach Workers: Outreach workers shall have reasonable access to the Workers in the conduct of outreach activities pursuant to 20CFR 653.107 and 20 DFR 653.501.

Training: there will be a short demonstration period of up to three days in order to familiarize workers with job specifications, to demonstrate proper methods and other job specific issues. The employer will not provide separate formal orientation or training periods for each different task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills necessary to carry out the duties expressed in item 15. For purposes of this section, seven or more hours will be considered one day.

Work Agreement: A copy of the contract or Job Clearance Order and a copy of the work rules will be provided to the worker no later than on the day the work commences.

All workers will be covered by unemployment insurance, but may not be eligible under current unemployment regulations.

Employer agrees to abide by the regulations of 20 CFR 655.103, Assurances, and 20 CFR 653.501

There are no strikes, work stoppages, slowdowns or interruptions of operations by employees at the place where the Workers will be employed.

There are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers

Substance Abuse Policy: Eagle Tree Farm, Inc. will strive to provide a safe and healthy work environment, free of substance abuse, for the protection of its associates, employees and visitors. The use, possession, or being under the influence of any illegal drugs or alcohol during work hours is strictly prohibited. Employees may be requested to take

random drug or alcohol tests at no cost to them. Failure to comply with the request or testing positive may result in immediate termination.

20 CFR 653.501

Assurances

INTRASTATE & 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 11 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. The employer shall pay eligible workers (referred through the Intrastate/Interstate Clearance System) the higher of either the specified hourly rate of pay, the appropriate Adverse Effect Wage rate, the Prevailing Wage Rate or the Federal or State minimum wage, whichever is higher for the first week, starting with the originally 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.

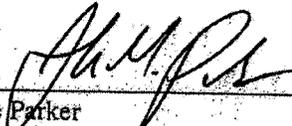
The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation expenses to the worker's home.

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 local order-holding office or State agency by telephone immediately upon learning that there may conditions that could effect the terms and conditions of employment.

The employer assures that availability of no-cost or public housing which meets all 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.



Joe Parker
Eagle Tree Farm, Inc.

7/24/12

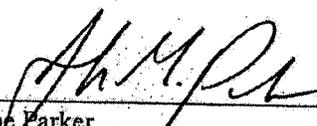
Date

**Statement of Request for Conditional Access (RCA) into
Agricultural Recruitment System**

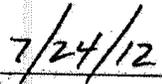
I hereby request that my job order(s) be sent beyond my local recruiting area, to other parts of this state and to labor supply states in a timely manner so as to facilitate the recruitment of domestic workers.

As condition to placing my order into Interstate Clearance, I certify that no fewer than 30 (thirty) days prior to occupancy my housing will meet such standards as are agreed upon to fulfill the requirements of the US Secretary of Labor in the use of Employment Service facilities for Intra/Interstate Clearance of job orders.

I also authorize the State Employment Service, the State Health Department and/or the US Employment and training Administration to inspect the housing that I am offering such workers at any reasonable time in order to verify its condition.



Joe Parker
Eagle Tree Farm, Inc.



Date

Eagle Tree Farm, Inc.
Workplace Rules

THIS IS NOT INTENDED TO BE A COMPLETE LIST of rules but rather to serve as guidance to employees of standards of conduct.

Notice is hereby given that violation of lawful, job-related employer requirements, including these rules, will be considered grounds for immediate termination of employment. At the employer's discretion, lesser penalties for violations may be imposed such as suspension from work without pay.

These rules apply to all employees and all employees are expected to comply with these rules and their supervisor's instructions.

No use or possession of alcohol or illegal drugs is permitted during work time or during the course of any workday. Workers may not report for work under the influence of alcohol or any illegal drug. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing.

No smoking is permitted in any employer building. All smoking must be done outdoors. Cigarette butts must not be thrown on the ground but should be placed in ashtrays or thrown away in trash receptacles.

Workers must obey all safety rules and common safety practices. All injuries and accidents must be reported immediately to the supervisor or the employer's office.

Excessive absences will not be permitted. Employees are expected to be present, on time, able and willing to work on every scheduled workday. Neither excessive absences nor tardiness will be permitted.

Quality, conscientious work is expected. Sloppy work is not acceptable. Workers who perform sloppy work may be suspended without pay for the remainder of the day or for up to three (3) days at the supervisors sole discretion. Termination of the worker may result from repeated offenses.

Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear & tear. Workers sharing living quarters shall cooperate with one another in maintaining common areas such as kitchens and general living areas.

No information posted by employers is to be removed, defaced or altered in any way. Copies of information shall be provided upon request.

All living areas must be locked each morning before leaving for work. Lights and unnecessary heat/air conditioning should be turned off and all doors and windows closed.

All cooking should be restricted only to cooking areas and is not permitted in any other rooms of the living area.

No trash is to be left in fields, work areas, or housing areas. Trash and waste receptacles will be provided and must be used.

Workers may not take unauthorized breaks from work.

Workers may not leave work areas without the permission of their supervisors

Workers may not enter employer's premises without permission.

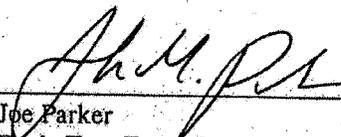
No overnight guests are permitted in the employer's housing.

The following are grounds for immediate termination:

- Threatening any other person with violence
- Fighting
- Possession of illegal drugs
- Possession of dangerous weapons
- Stealing
- Falsification of records
- Willful damaging of property

Workers may not use or operate trucks or other company vehicles, machines, tools, equipment or property to which he/she has not been specifically assigned by his/her supervisor. Workers may not use or operate trucks or other company vehicles, tools, equipment or property for their personal use unless expressly authorized by the employer.

Workers are to follow the supervisor's instructions. Insubordination is cause for dismissal.



Joe Parker
Eagle Tree Farm, Inc.

7/24/12

Date

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 305887
2. NAME OF EMPLOYER: Eagle Tree Farm
3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See EtA 790 Item 2)
4. PERIOD OF EMPLOYMENT:
FROM 9-25-12 to 12-15/2012
5. WORK SCHEDULE:
HOURS PER DAY 7 DAYS PER WEEK 6
6. CROP AND PAY:
CROP: grapes
HOURLY WAGE: \$9.70
PIECE RATE: \$0.05/lb
7. WORK TASKS TO BE PERFORMED:
Plant, harvest and pack sweet corn, broccoli, squash. See Item 16 for complete description.
8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes
9. HOUSING CAN ACCOMMODATE 50 PERSONS
50 INDIVIDUAL
0 FAMILY
10. MEALS:

PROVIDED: NO

IF YES: COST PER DAY _____
(See item 13 in Job Order)

WORKERS MAY DO THEIR OWN COOKING:

YES
11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	<u>XXXXXX</u>
INCOME TAX	<u>XXXXXX</u>
TRANSPORTATION	<u>NONE</u>
TOOLS & EQUIPMENT	<u>NONE</u>

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMERO DE LA ORDER: 305887
2. NOMBRE DEL EMPLEADOR: Eagle Tree Farm
3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ETA 790 Item 2)
4. PERIODO DE EMPLEO:
DEL 9-25-12 to 12-15/2012
5. HORARIO DE TRABAJO:
HORAS POR DIA 7 NUMERO DE DIAS POR SEMANA 6
6. COSECHA Y PAGO:
COSECHA uvas
SUELDO POR HORA \$9.70
PAGA POR UNIDAD: \$0.05/libra
7. LABORES A DESEMPEÑAR EN EL TRABAJO: Planta, cosecha y empaque de maíz dulce, brócoli, calabaza. Ver el punto 16 para una descripción completa.
8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMIENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA: SI
9. VIVENDA DISPONIBLE PARA 50 PERSONAS:
50 INDIVIDUOS
0 FAMILIAS
10. COMIDAS:

PROVISTAS: NO

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

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI
11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	<u>XXXXXX</u>
IMPUESTOS SOBRE INGRESOS	<u>XXXXXX</u>
TRANSPORTACION	<u>NO</u>
HERRAMIENTAS Y MAQUINARIA	<u>NO</u>

RICHMOND COUNTY

COMMUNITY SERVICES

DEPARTMENT OF SOCIAL SERVICES
5579 RICHMOND ROAD
WARSAW, VA 22572
(804) 333-4088

RICHMOND COUNTY HEALTH DEPT.
5591 WEST RICHMOND ROAD
WARSAW, VA 22572
(804) 333-4043

EMERGENCY SERVICES

RICHMOND COUNTY RESCUE SQUAD
6674 RICHMOND ROAD
WARSAW, VA 22572

OR

394 NORTH FARNHAM ROAD
FARNHAM, VA 22460

FIRE DEPARTMENT

FIRE DEPARTMENT
127 PINE STREET
WARSAW, VA 22572
911- For fire ONLY

SHERIFF

SHERIFF OFFICE
106 WALLACE STREET
WARSAW, VA 22572
(804) 333-3611 or 911 for emergency

VIRGINIA STATE POLICE
RT.3
WARSAW, VA 22572
(804) 333-3800
(1-800-552-9965)

HOSPITAL

RIVERSIDE TAPPAHANNOCK HOSPITAL
RT.2 BOX 612
TAPPAHANNOCK, VA 22560
(804) 443-3311

VIRGINIA FARMWORKERS LEGAL ASSISTANCE PROJECT

416 E. Main Street Suite 201
Charlottesville, VA 22902
(1-800-390-9983 or 804-296-8851)