

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: VA 373017	
4. From:  Foreign Labor Certification Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	3. Employer Name: Crown Orchard Company  5. OES Job Code, Title and Number of Positions Available 45-2092-02, Farmworker, Fruit 48 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) Michelle Abraham	 Title: Foreign Labor Certification Manager	Telephone Number: 804-786-6094
8. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
9. By: ES Agency Representative	Telephone Number:	Date Signed:



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

OMB Control No. 1205-0134  
Expiration Date: 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)

<p>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): Crown Orchard Company LP LLP 5861 Piedmont Apple Lane Covesville, VA 22931 Mailing Address: PO Box 299 Batesville, VA 22924</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: [REDACTED]</p> <p>b) Telephone Number / Número de Teléfono: 434-977-0619</p> <p>c) Fax Number / Número de Fax: 434-979-6277</p> <p>d) E-mail Address / Dirección de Correo Electrónico: henry@crownorchard.com</p>	<p><b>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</b></p> <p>4. SOC (ONET/OES) Occupational Code / Código Industrial: <u>45209202</u></p> <p>5. Job Order No. / Num. de Orden de Empleo: <u>373355</u></p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional: <u>Farm Worker, Crop</u></p> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): <u>VA Employment and Training Commission (934) 984-7630</u> <u>2211 Hydraulic Rd</u> <u>Charlottesville, VA 22901</u></p> <p>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): <u>Kendal Shaver (934) 984-7640</u></p> <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: <u>8/26/13</u></p>
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: 2658 Crown Orchard Road Batesville, VA 22924 see attachment item 2</p>	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo From / Desde: <u>6/15/13</u> To / Hasta: <u>11/5/13</u> <del>6/10/13</del></p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: Covesville Camp- 5175 Boaz Road Covesville, VA 22931 see attachment item 3</p>	<p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 48</p>
<p>a) Description of Housing / Descripción de la vivienda: Covesville Camp- Block housing with a capacity to house 50 see attachment item 3</p>	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40</p> <p>Sunday / Domingo <u>0</u> Thursday / Jueves <u>7</u> Monday / Lunes <u>7</u> Friday / Viernes <u>7</u> Tuesday / Martes <u>7</u> Saturday / Sábado <u>5</u> Wednesday / Miércoles <u>7</u></p>
	<p>12. Anticipated range of hours for different seasonal activities / Rango previsto de horas par alas diferentes actividades de la temporada: Hours worked each day will be determined by the crop, weather, and market. see attachment item 12</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

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 dining and kitchen facilities at all of the housing sites. Employer will provide on a voluntary basis weekly transportation to assure workers access to stores where they can purchase groceries and other necessities.

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 los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Veá las instrucciones para más detalles. Interested candidates are to contact the Virginia State Workforce Agency. Candidates should be fully apprised by the SWA office of the terms conditions and nature of the employment prior to referral. All referrals should be given a copy of the ETA 790 and corresponding attachments. SWA agents who have screened candidates for all season availability, legality to work in the US, and that are able, willing, and qualified for the work may fax qualified referrals to 434-979-6277; email them to henry@crownorchards.com; or mail them to po box 299 Batesville, VA 22924

Walk-ins are welcome MON-FRI from 8am-4pm OR call 434-979-0919, or fax apps to 434-979-6277.   
 at 5861 Piedmont Apple Lane, Coveseville, VA 2293

16. Job description and requirements / Descripción y requisitos del trabajo:  
 Farm worker position primarily includes the planting, transplanting, cultivating, harvesting, grading, loading, and and unloading of fresh produce such as apples, peaches, nectarines, grapes, and cherries; the thinning, pruning, and upkeep of trees and vines; general field and crop care; farm vehicle operation; and farm, field sanitation.

see attachment item 16

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si  No  If yes, number of months preferred: / Si es así, número de meses de experiencia: 3

2. Check all requirements that apply:

- |   |   |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos   | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales                         |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor                           | <input type="checkbox"/> Drug Screen / Detección de Drogas  |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará                   | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente                             |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos                           | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos                                  |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp: / Expuesto a Temperaturas Extremas  | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia                 |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>70</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio |
| <input type="checkbox"/> Repetitive Movements / Movimientos repetitivos                           |   |

APPROVED BY  
 PROCESSING CENTER  
 DATE 6/13/13

17. 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/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Apples	\$ 9.68	\$see attachment	none	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Weekly / Semanal
Peaches	\$ 9.68	\$see attachment		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Nectarines	\$ 9.68	\$see attachment		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bi-weekly / Quincenal
Grapes	\$ 9.68	\$see attachment		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cherries	\$ 9.68	\$see attachment		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

The Adverse Effect Wage Rate, the prevailing hourly wage rate, the piece rate, the agreed upon collective bargaining rate, or the federal or state minimum wage rate, whichever is greatest, will be the minimum rate of pay.

see attachment item 18

19. Transportation Arrangements / Arreglos de Transportación

After a worker completes the 50% period of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place which the worker came to work for the employer if such costs are borne by the worker.

see attachment item 19

INSPECTION APPROVED  
 NATIONAL PROCESSING CENTER  
 ALB ON 4/13/12

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?

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/Ninguno

CORRECTION APPROVED BY  
NATIONAL PROCESSING CENTER

*M* ON 6/13/13

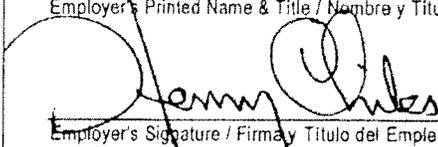
26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí  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.

Henry Ghiles Owner

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

  
Employer's Signature / Firma y Título del Empleador

6/5/13

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 número de la sección e incluya archivos adjuntos, si es necesario.

Please see the attachment for the details regarding this job order.

**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.

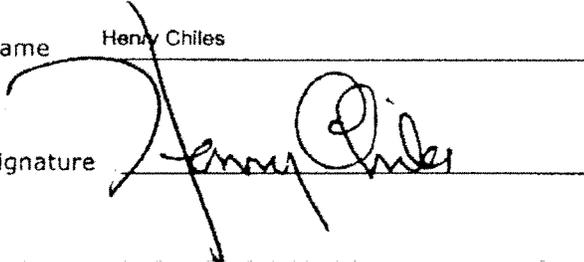
The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

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 Henry Chiles Date: 6/5/13  
Employer's Signature 

**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.**

## Supplemental Information for ETA Form 790

### Item 2:

Crown Orchard work site is located at 2658 Crown Orchard Road, Batesville, and VA. All visitors must check in at the farm office. From Charlottesville take US 29 South for about 11 miles. Turn right onto Plank Road proceed for approximately 4 miles. Turn left onto Stillhouse Creek Road. Stillhouse Creek Road turns into Crown Orchard Road. Go to end. All of the worksites are owned, leased, and controlled by the employer who is not a Farm Labor Contractor.

Worksite 1: 2658 Crown Orchard Road, Batesville, VA 22924. From Batesville, VA head south on Schoolhouse Hill toward Co Rd 635/Plank Road. Turn left onto Co Rd 635/Plank Road and travel for .5 miles. Take the 1<sup>st</sup> right onto Co Rd 693/Stillhouse Creek Road and travel for 2.1 miles. Continue onto Co Rd 695/Crown Orchard Road for .3 miles. The worksite will be on the right.

Worksite 2: 1350 Greenwood Road, Crozet, VA 22924. From Crozet, VA head SW on VA-240 W/Crozet Avenue toward The Square for 1.4 miles. Continue onto Co Rd 635/Miller School Road for 5 miles. Turn left onto Co Rd 692/Plan Road. Take the 1<sup>st</sup> right onto Co Rd 693/Stillhouse Creek Road and travel 2.1 miles. Continue onto Co Rd 695/Crown Orchard Road and the worksite will be on the right.

Worksite 3: 3072 Stoney Crest Lane, North Garden, VA. From North Garden, VA head west on Thomas Dairy Lane toward Co Rd 712/Plank Road. Turn right onto Co Rd 712/Plank Road for 1.3 miles. Turn right onto Co Rd 712/N Garden Lane for .8 miles. Turn right onto US-29 N/Monacan Trail Road and travel for 1.6 miles. Turn right onto Co Rd 708/Red Hill Road for 2.1 miles. Turn right onto Stoney Crest Lane. The worksite will be .8 miles down the road on the right.

Worksite 4: 1570 Carter Mountain Trail, Charlottesville, VA 22924. From Charlottesville, VA travel SW on 9<sup>th</sup> St SE. Continue to Avon Street for .3 miles and turn left onto VA-20 S/Monticello Avenue for 1.7 miles. Turn left onto VA-53 E/Thomas Jefferson Pkwy for .9 miles and turn right onto Carters Mountain Trail for 1.5 miles. The destination is on the .3 miles down the road.

Worksite 5: 3599 Spring Valley Road, Afton, VA 22924. From Afton, VA head NW toward VA-6 E/Afton Mountain Road. Turn left onto VA-6 E/Afton Mountain Road and travel 3.2 miles. Turn right onto VA-151 S/Rockfish Valley Hwy for 5.4 miles. Turn left onto State Route 635/Greenfield Rd and travel 3.4 miles. Turn right onto Spring Valley Road and travel for 1.8 miles. The destination will be on the left.

Worksite 6: Miller Lake Road, Batesville, VA 22924. From Batesville, VA travel South on Schoolhouse Hill toward Co Rd 635/Plank Road. Turn left onto Co Rd 635/Plank Rd for .5 miles. Take the 1<sup>st</sup> right onto Co Rd 693/Stillhouse Creek Road for .5 miles. Take the 1<sup>st</sup> left onto Co Rd 694/Miller Lake Road for .9 miles.

Worksite 7: 5588 Plank Road, North Garden, VA. From North Garden, VA head West on Thomas Dairy Lane toward Co Rd 712/Plank. Turn right onto Co Rd 712/Plank Rd for 4.0 miles. The worksite is on the right.

Worksite 8: 6000 Johnson Purvis Lane, Coveseville, VA 22931. Head NW on Co Rd 838/Lackey Lane toward Monacan Trail Road. Take the 1<sup>st</sup> left onto Monacan Trail Road for 1.4 miles. Turn left onto Co Rd 632/Faber Road. Take the 1<sup>st</sup> left onto Co Rd 1171/Johnson Purvis Lane. The worksite will be on the right.

Worksite 9: 5175 Boaz Road, Coveseville, VA 22931. From Coveseville, VA travel NW on Lackey Lane toward Monacan Trail Road. Take the 1<sup>st</sup> left onto Monacan Trail Road for .7 miles. Take the 1<sup>st</sup> right onto Co Rd 699/Boaz for .8 miles. The worksite will be on the right.

### Item 3:

#### Location of Housing:

Unit I - Coveseville Camp - 5175 Boaz Road, Coveseville, VA, 22931. Block barracks. Housing Capacity - 50 persons. From Route 29 go west onto Boaz Road and follow to camp on the right at the end of the road.

Unit II - Crozet Camp - 1358 Blair Park Road, Crozet, VA, 22924. Frame Duplex. Housing Capacity - 50 persons. From Route 29 go west on Route 1 for 5 miles by right onto VA-240 to stop sign. Turn left onto Crozet Ave (.2mi). Turn right onto barracks Gap Road proceed for 2.2 miles. Turn right onto Blair Park Road. Follow to end to camp.

Unit III - Spring Valley Camp and Unit IV - Spring Valley Camp Lot - 3599 and 3635 Spring Valley Road, Afton, VA, 22920

Unit IV - Block barracks. Housing Capacity: 50 persons and Unit IV - Block barracks. Housing Capacity - 30 persons. From Route 29 go west onto Plank Road (.5 miles). Turn left onto Craig's Store Road proceed for 4.8 miles. Turn left onto Spring Valley Road, proceed for 1.4 miles and Spring Valley camp will be on the left and Spring Valley Camp lot will be .1 miles further on the left.

#### Housing Description:

Housing will be clean and in compliance with applicable federal housing standards or local rental housing standards when made available for its employees. This was not the only work performed at the time of this filing. Crown Orchard also had requests for timely inspection of employer-provided housing by representatives of the State Work Force Agency and the State Health

## Supplemental Information for ETA Form 790

Department to verify the condition of such housing so as to ensure that all workers housing meets standards. There is a shared kitchen with ample cooking and refrigeration appliances provided, and a common dining area.

### Board Arrangements:

Housing is provided at no cost to workers who are not reasonably able to return the same day to their respective residences. Housing is not provided to non-workers. Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. No charge will be made for beds, nor provided appliances. Employer will provide (on a voluntary basis) weekly transportation to assure workers access to stores where they can purchase groceries. If both male and female workers are hired, separate toilet and shower facilities are available and will be provided by the employer.

Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Before occupancy, housing shall be in compliance with ETA Regulation - 29 CFR 654 OSHA standards set forth in 29 CFR 1910.142. If there is a problem with the housing, it is the worker's responsibility to notify the employer. If for any reason rental housing is required, these facilities would also comply with local and state health and safety standards.

Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to workers found to be responsible for the damage to housing or furnishings. The employer retains possession and control of the housing premises at all times. Workers who are provided housing under the terms of the work contract shall vacate the housing promptly upon termination of employment.

Crown Orchard requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards in advance of the date of need reflected on the attached ETA 790.

### Item 15:

#### Referral Information

Interested candidates are to contact the Virginia State Workforce Agency office closest to the worker. Candidates should be fully apprised by the local SWA office of the terms, conditions and nature of employment prior to referral. Each referral should be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability, legality to work in the US, willing, able, and qualified may fax qualified referrals to (434) 979-6277; email them to henry@crownorchard.com; or mail them to Crown Orchard PO Box 299 Batesville, VA 22924. The office holder is Virginia State Workforce Agency. Applicants referred on this job order should be advised that they must possess legal, suitable documents to complete Form I-9 as required by USCIS and the Department of Homeland Security. **WALK-INS ARE WELCOME MON-FRI. FROM 8am-4pm OR call 434-979-0919 OR fax apps to 434-979-6277** at →

#### Item:

#### Job Description

Farm worker position primarily includes the planting, transplanting, cultivating, harvesting, grading, loading, and unloading of fresh produce such as apples, peaches, nectarines, grapes, and cherries; the pruning, pruning, fertilizing and upkeep of trees and vines; general field and crop care; farm vehicle operation; and farm, field maintenance and sanitation, and post-harvest cleanup. This work can require standing, walking, stooping, bending, climbing ladders, and lifting up to 70 pounds for long periods of time outdoors in all weather conditions. It also includes making important decisions based on size, coloring, and ripeness according to prescribed standards. The supervisor will provide demonstrations, instructions, and directions for all work.

This work requires adherence to important food safety and quality standard operating procedures and the ability to work quickly and consistently alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers and of the consumers who will purchase and consume the fresh produce grown, harvested, packed, and shipped from the farm. Workers must use care when performing their farm work duties and exercise consciousness to not damage or bruise the fruit. Workers must adhere to all safety rules as instructed by their supervisors and all farm work operations must meet the standards and specifications given by the employer.

Crop and Field Maintenance: Workers may be required to help with water runoff and trenching; assist in planting, transplanting, and crop cultivation; use backpack sprayers to maintain crop beds and fertilize; help with post-harvest cleanup; perform erosion control measures; perform pest control measures; pick up roots, rocks, limbs, and cuttings. Instruction will be given for each task and standards of performance communicated to workers.

Farm Vehicle & Equipment Operation: Workers may be required to operate farm vehicles and equipment such as trucks, vans, tractors, and sprayers. Workers will be instructed in the safety and operation of the vehicle/equipment before operating. For example, workers may drive a truck or tractor in the field to aid in harvesting, drive to and from the field to the packing shed, or drive to and from the housing unit to the work site. All vehicles should be driven in a manner to protect workers, harvested produce, in-field crops, and equipment.

Produce Harvesting: Workers will be assigned a row or series of rows and required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. They will be responsible for in-field grading and discarding of poor quality, rotting, and/or over-ripened produce. Workers will gently load the good quality produce into containers, taking care to avoid damage or bruising.

5861 Piedmont  
Apple Lane,  
Coveseville, VA  
22931

## Supplemental Information for ETA Form 790

Orchard Clean up: Workers will be responsible for general orchard clean up. They will pick up debris from the land such as sticks, straw, rocks, etc. They will be responsible for the removal of old and unproductive trees/vines. They must take care to not damage or destroy other trees or property in the area. Workers involved in orchard maintenance may be required to lay irrigation pipe, repair and maintain drip system, and strap and tie trees and/or vines. Weeding may be done by hand with hoes or machetes.

Farm, Field, and Shed Sanitation: Workers may be responsible for picking up trash, cleaning bathrooms, sweeping and mopping floors, cleaning equipment and other similar farm sanitation as part of SOPs and SSOPs within Good Agricultural Practices (GAPs), Good Handling Practices (GHPs), and Good Manufacturing Practices (GMPs) for Food Safety.

**Apples: Thinning Apple Trees:** While thinning trees, workers will be instructed as to how close together fruit should be spaced and which fruit are most desirable to leave or take. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. In some instances, fruit thinning will be done from a six to twenty foot ladder weighing up to 50 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Rows will be assigned to each worker and it is the responsibility of the worker to complete the trees on the row according to the supervisor's instructions. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves or fruit. Proper spacing and selection of fruit are critical to maximizing the trees potential yield. Fruit thinners will thin fruit using hands to remove excess fruit taking care to walk around entire tree before moving to the next. Workers will be required to pick up and return thinning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor. During picking, limb hauling, root hauling, hand fertilizer application, workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

**Summer Pruning:** While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be charged to the worker. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. In some instances, fruit pruning will be done from a six to twenty-foot ladder weighing up to 50 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Workers must remove all resulting material from the fruit trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment middles. As each row is pruned, workers will receive credit for the number of trees pruned. This number is transferred manually or electronically for production records. Workers will be required to pick up and return pruning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor.

**Apple Harvest:** Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. In some instances, harvest will be done from a six to twenty-foot ladder weighing up to 50 lbs. All workers must be able to lift, carry, and work from the top of ladder. The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.

**Peaches/Nectarines: Pruning Peach/Nectarine Trees:** While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be charged to the worker. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. In some instances, fruit pruning will be done from a six to eight foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Workers must remove all resulting material from the fruit trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment middles. As each row is pruned, workers will receive credit for the number of trees pruned. This number is transferred manually or electronically for production records. Workers will be required to pick up and return pruning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designed supervisor.

**Thinning Peach/Nectarine Trees:** While thinning trees, workers will be instructed as to how close together fruit should be spaced and which fruit are most desirable to leave or take. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. In some instances, fruit thinning will be done from a six to eight foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Rows will be assigned to each worker and it is the responsibility of the worker to complete the trees on the row according to the supervisor's

## Supplemental Information for ETA Form 790

instructions. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves or fruit. Proper spacing and selection of fruit are critical to maximizing the trees potential yield. Fruit thinners will thin fruit using hands and/or plastic bat to knock off excess fruit taking care to walk around entire tree before moving to the next. Workers will be required to pick up and return thinning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designated supervisor. During picking, limb hauling, root hauling, hand fertilizer application, workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

**Picking Peaches/Nectarines:** Worker will be assigned a row, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. In some instances, harvest will be done from a six to eight foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of ladder. The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.

**Peach Trees Planting:** Workers will be responsible for preparing the land to plant new peach trees. This will/could include tilling the soil and performing soil test to ensure the survival of the tree. Workers will need to make sure the land is clear of stones, sticks, roots, etc. This will include working for hours in a bent or stooped position. When planting a tree, workers must pay close attention to their supervisors' instructions to ensure survival of the tree. Workers will dig the hole by hand to the desired depth, place the tree, and cover with remaining soil.

**Cherries:** Workers will be assigned a row or series of rows and required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. Workers will use 6 to 20 foot ladders to harvest fruit into baskets. They will be responsible for in-field grading and discarding of poor quality, rotting, damaged, and/or over-ripened produce. Workers will gently load the good quality produce into containers taking care to avoid damage or bruising.

**Grapes:** Workers will be assigned a row or series of rows and required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. They will be responsible for in-field grading and discarding of poor quality, rotting, damaged, and/or over-ripened produce. Workers will gently load the good quality produce into containers taking care to avoid damage or bruising.

All operational specifications can change during the season due to crop or market condition. Workers will be expected to conform to the specific instructions given for each day's work. A farm manager, supervisor, or a designated employee will provide instructions and general supervision. Daily individual work assignments, team or crew assignments, and location of work will be made by the grower or supervisor as the needs of the operation dictate. Workers may be assigned a variety of duties in any given day and different tasks on different days.

Workers should be able to work on their feet and in bent positions 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. Vehicle operation may include tractors, vans, and pick-up trucks. Workers will be instructed how to safely operate any of the mentioned vehicles prior to use. Workers are exposed to wet weather early in the morning and heat throughout the day while working in the fields. Temperatures may range from 10 to 100 F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Workers will report to work at the designated time and place as directed by the grower each day. The standard work is 7 hours per day. In peak periods of seasonal crop demands, employees may be requested but not required to work up to 12 or more hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields, weather, orders, and maturity of the crop. Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season.

Person seeking employment as a farm laborer must be available for the entire period requested by the employer, possess 3 months experience working in tree fruit orchards, including harvesting fruits or vegetables with verifiable sources, be subject to a post hire background check at no expense of their own and pass a post-hire free of charge drug test. These steps are intended to ensure that the safety of the work environment and end consumer is not compromised as mandated by the USDA Food Safety Health Audit. Convictions of criminal conduct that present a potential compromise of food security as outlined in the FDA Food Terrorism Act will be cause for discharge. Successful applicants will be subject to a trial period of up to 5 days during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer in its sole discretion the worker will be terminated.

## Supplemental Information for ETA Form 790

All domestic and/or nonresident seasonal workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. The decision to pay above the stated prevailing hourly rate will be made by the employer, at his sole discretion, and will be based on factors including the recipient's performance and tenure. Employer retains the right to discharge an obviously unqualified worker, malingerer, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium product.

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

### Item 16:

#### *Wage Rates, Special Pay Information and Deductions*

The Adverse Effect Wage Rate, the prevailing hourly wage rate, the piece rate, the agreed upon collective bargaining rate, or the federal or state minimum wage rate, whichever is greatest, will be the minimum rate of pay. At the time of submission of this order, the applicable wage is \$9.68/hour for 2013. Crown Orchard assures that if a change in the AEW, prevailing hourly wage rate, or federal minimum wage rate requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

The following work activities may be compensated on a piece rate productivity incentive basis according to the following schedule:

#### Harvest:

Apples - \$10.00 per bin  
Peaches & Nectarines - \$0.20 per 1/2 bushel  
Peaches & Nectarines - \$0.25 per 1/4 bushel  
Grapes - \$1.00 per lug  
Cherries - \$8.00 per RPC container

Hours plus pieces - We pay for hours worked at the prevailing AEW rate (9.68) plus an amount per piece. The minimum piece rates for this method are:

Apples - \$0.10 per bushel  
Peaches & Nectarines 0 \$0.10 per 1/2 bushel  
Peaches & Nectarines \$0.15 per 1/4 bushel  
Grapes - \$0.10 per lug  
Cherries - \$0.25 per RPC

All workers are guaranteed that when working on piece-rate basis they will be paid no less than the stated AEW hourly rate for each hour worked. At his discretion employer may, when working or crop conditions indicate, increase piece rates to incentive production or suspend the piece rate scheme in favor of hourly pay at the stated AEW hourly rate in order to assure workers fair earnings.

The employer will make the following deductions from the worker's wages: FICA taxes and federal income tax withholdings as required by Federal, State, and local law for applicable domestic workers, cash advances and repayment of loans, repayment of overpayment of wages to the worker, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) or loss of equipment or damage to housing where it is shown that the worker is responsible and any other deductions expressly authorized by the worker in writing. No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. The employer will not guarantee to pay the worker a bonus but reserves the right to optionally offer a bonus if exceptional job performance is exhibited.

Payroll Periods run from Monday to Sunday. Time cards and all pertinent payroll records are to be turned into the office by Noon Monday. Workers will be paid on Friday of each payroll period and will be provided with an earnings statement, which contains at a minimum, the hours worked, hours offered, total earnings, piece rates/number of units (if piece rates are used), and all deductions. Each wage statement will be compliant with 20 CFR 655.122K.

#### *First Week Wage Guarantee*

Employer will provide a worker referred through the interstate clearance system 40 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$387.20, for the first week starting with the originally anticipated date of need. Employer may require worker to perform alternative work, associated with farm related tasks, if the guarantee cited in this section is invoked.

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## Supplemental Information for ETA Form 790

If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job no sooner than 9 days and no later than 5 days before the date of need, the worker will be disqualified from the above-mentioned assurance.

### *Three-fourths Guarantee*

Employer guarantees to offer employment for a minimum of  $\frac{3}{4}$  of the work hours of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the  $\frac{3}{4}$  guarantee period ends on the date of termination. Any employee who is terminated for cause will not be entitled to this guarantee.

### **Item 17:**

#### *Transportation Information*

After a worker has completed fifty percent of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place which the worker came to work for the employer if such costs are borne by the worker.

The employer will not repay transportation for workers that do not have legal, suitable documents to comply with DHS/USCIS (Form I-9), are discharged for lawful job-related reason, apply for employment knowingly unable to perform the job activities, or who abandon employment. This benefit is not applicable to local workers who are not eligible for employer-provided housing.

Upon completion of the work contract, the employer will pay the costs of a worker's subsistence and return transportation to the place from which the worker came to work for the employer, except when the worker will not be returning to the place which the worker came to work for the employer due to subsequent employment with an approved H2A employer, then the employer will pay for the transportation to the next job.

The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. The employer reserves the right to charter or to otherwise arrange transportation to the point of recruitment, or to offer any combination of payment, chartered and/or arranged transportation to the point of recruitment. If the employer arranges transportation, and the worker does not use that transportation, the worker will be reimbursed only the cost of the employer arranged transportation. Employees eligible for reimbursement under the program will be provided subsistence reimbursement.

The amount of subsistence payment shall be no less than the amount permitted under the current Consumer Price Index as indicated in 20 CFR 655.122(h)(1). The current CPI requires \$11.42 per day and up to a maximum of \$46.00 if the worker is able to provide receipts for their subsistence expenses.

The employer will provide transportation and subsistence under this agreement to the workers whose services are no longer required for reasons beyond the control of the employer due to fire, hurricane, or other Acts of God which makes fulfillment of the contract impossible, with the exception if a worker is displaced by a U.S. worker under the Fifty Percent Rule. This benefit does not apply to workers who voluntarily quit employment before the end of the contract, miss 5 consecutive work days that constitutes abandonment of employment, or who are terminated for cause. The employer will notify the Department of Labor if an employee has abandoned the job or has been terminated for cause.

The employer will provide free transportation between the employer's housing and the worksite for any worker who is provided housing. The use of transportation by the worker is voluntary, and no worker will be required as a condition of employment to utilize the transportation offered by the employer.

### **Additional Information**

#### **Terminations**

The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable. The employer may discipline the worker including requiring the worker to leave (without pay) the field for a period determined by the foreman, unpaid suspension from employment for up to three days, or termination of employment. Workers will be terminated or disciplined for failure to follow work rules (see attachment).

#### **Employer Furnished Tools and Equipment**

The employer will furnish, without costs, all tools, supplies, or equipment required in the performance of work. The employer will charge the worker for reasonable cost related to the worker's refusal or negligent failure to return any property furnished by the employer or due to such worker's willful damage or destruction of such property.

#### **Training**

## Supplemental Information for ETA Form 790

The training period for all crop activities is 2 days starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues. After completion of the training period, workers are to keep up with fellow employees and not detrimentally affect other workers' productivity.

### Injuries

The employer will provide Workers Compensation Insurance at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment.

### Employer Obligation If Employment Extended

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

### Terms and Condition Changes

The employer will expeditiously notify the order-holding office or State agency by telephone, email, or written correspondence immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

### Outreach Workers

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

### Contract Impossibility

The employer will terminate the work contract of any worker whose services are no longer required due to fire, weather, or an act of God. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first work day after arrival to the date of termination. The employer will attempt transfer the employee to comparable work acceptable by the employee consistent with existing immigration as applicable. If such transfer is not affected, the employer must: (1) Return the worker at the employers' expense to the place the worker came from to work for the employer, or transport the worker to the workers next certified H2A employer, whichever the worker prefers (2) Reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation and subsistence expenses to the place of employment (3) Pay the workers for any costs incurred by the worker transportation and subsistence to the employers place of employment.

### Proof of Citizenship

All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

### Agricultural Work Agreement

A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences or the day a worker applies for a visa.

### Other

The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

### Work Rules

The following rules are intended to provide standards of conduct expected of workers employed under this contract. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three days will be imposed. Workers are expected to comply with ALL rules related to discipline, attendance, work quality or quantity and the care or maintenance of all property.

1. Workers who perform fraudulent or sloppy work will be suspended without pay for the remainder of the workday or up to three days based on the supervisor's consideration of the degree of infraction, the worker's prior record, and other relevant factors. Subsequent offenses may result in termination or discharge.
2. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used, kept, sold, or manufactured on the employer's premises, including housing. Random drug testing may be conducted by employer; employees must be willing to submit to a random drug test(s), post hire at the employers expense.

APPROVED BY SUPERVISOR  
N.M. 6/13/12  
K.E.

## Supplemental Information for ETA Form 790

3. Excessive absences or tardiness will not be permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period.
4. Workers are expected to maintain cleanliness of their living quarters and shall promptly report problems to the employer. Workers shall cooperate with other workers assigned to the same housing in maintaining cleanliness of kitchen, dining, bathroom and living areas.
5. Workers living in employer-provided housing that are assigned bunk beds may not separate or move bunk beds.
6. Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
7. Workers may not repeatedly drop paper, cans, bottles, or other trash in fields, packinghouses, or housing areas. Trash and waste receptacles must be used.
8. With the exception of the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.
9. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.
10. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
11. Workers may not abuse or extend break periods which may be provided or take unauthorized breaks from work.
12. Workers may not deliberately restrict production, damage trees or vines, nor bruise fruit.
13. Workers may not engage in horseplay, scuffling, throwing things, wasting time or loitering during work hours. Worker may be discharged for fighting on the employer's premises at any time.
14. Workers may not post or remove any notices, signs or other instructions on the employer's property.
15. Worker may be discharged if they steal from fellow workers or from the employer.
16. Workers may not falsify personal, medical, production or other work-related records.
17. Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or other employees.
18. After completion of the training period, workers are to keep up with fellow workers and not detrimentally affect other workers' productivity.
19. Workers may not commit acts of insubordination.
20. Workers may not interrupt other workers' rest/sleep periods by excessive or unnecessary noise or commotion.
21. Workers may not have guests in employer-provided housing past 10:00 pm on Sunday through Friday or on Saturday past 12:00 am. Workers and/or their guests may not engage in indecent, immoral or illegal conduct at any time on the employer's premises.
22. Repeated failure to follow instructions, obey safety requirements, equipment and vehicle operation instructions may result in termination.
23. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to harvesting or packing standards, or rough handling of produce may be terminated.
24. No fire arms or other weapons may be brought onto the employer's premises AT ANY TIME.
25. The use of cellular telephones is not permitted during work hours, unless in cases of special circumstances where use must first be approved in writing by a farm manager.
26. Workers may not use or operate trucks or other vehicles, machinery, tools or other equipment owned by the employer without being specifically instructed to do so by their supervisor.
27. Workers must not misuse or remove any of the employer's property from the employer's premises.
28. Workers must obey all safety GAP (Good Agricultural Practices), GHP (Good Handling Practices) and any other safety regulations and must report any accidents or violations immediately to their supervisor or farm management.

**Failure to comply with the above work rules may result in termination or discharge.**

**Note: If you do not understand any of the above rules, please ask your supervisor for an explanation.**

H-300-13161-294571  
- NOO # H36 # H22



Henry M. Chiles  
Owner

SINCE 1912  
P.O. BOX 299, BATESVILLE, VIRGINIA 22924

Urgent Request

June 13, 2012

804-823-4396  
804-823-4405  
FAX 804-823-2507

Dear Chicago NPE

SUB- Desperate Labor Need

I am Henry Chiles owner of Crown Orchard which is 100 years old this year. We have always had enough workers show up in May and June ready to work. This year they have not come and we are unable to find enough local workers to take care of and harvest our crops. We are losing cherries and peaches now because of the lack of workers and our season is just beginning with big crop of apples to harvest

Michael Salich has Country Labor @ Johns Island SC (803-200-4263) has 48 available workers now in S.C and Ga. who can be on the job in 24 hours. We have met all the requirements to qualify for the H2A workers that are here. We will advertise and hire any qualified workers who apply for our job. I started in business when I was 16 and am 78 now and have never seen labor this short. All this being said

I respectfully ask you to approve this request (job order) "NOW" so we do not loose any more of our crops. If you have any questions please email or call. Thanking you in advance for your consideration of this situation

Please advise Regards Henry Chiles

All fruit FRESH packed

Apples

Peaches

Nectarines

Client#: 566571

42CROWNORC

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BB&T - Barger Insurance 113 S. Wayne Avenue PO Box 700 Waynesboro, VA 22980	<b>CONTACT NAME:</b> PHONE (A.C. No., Ext): 540 946-6100	FAX (A.C. No): 8886324225
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Crown Orchard Company LP LLP PO Box 299 Batesville, VA 22924-0299	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Commerce & Industry Insurance C	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC007442101	11/01/2012	11/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>James P. Barger, Jr.</i>

Virginia Employment Commission  
Charlottesville Local Office

Virginia Comisión de Empleo  
La Oficina de Charlottesville

Summary of Employment Conditions  
Specified on Job Order

Sumario de las Condiciones de Empleo Que Son  
Especificadas en el Orden de Trabajo

1. Order Number: VA 373355
2. Name of Employer: Crown Orchard Co
3. Location of Employer and Directions:  
From Charlottesville, take 29 S 9 miles to  
Covesville, VA. Packing House and Office on left.
4. Period of Employment:  
From 06/15/13 To 11/5/13
5. Work Schedule: 8 hours per day, 5 days per week  
Plus 4 hours on Saturday
6. Crop and Pay:

1. Numero de la Orden: VA 373355
2. Nombre Del Empleador: Crown Orchard Co
3. Lugar y Direccion del Empleador:  
De Charlottesville, 29 S a 9 millas Covesville, VA.  
Empaque y de la Oficina a la izquierda.
4. Periodo de Empleo:  
Del 06/15/13 Al 11/5/13
5. Horario de Trabajado: Horas por dia 8, numero  
de dias por semana 5 y 4 horas Sabado
6. Cosecha Y Pago:

Crops: Apples, Peaches,  
Cherries, Necturines, Grapes

Cosecha Manzanas

Hourly Wage: \$9.68

Sueldo Por Hora \$9.68

Unit of Production see below

Unidad de Produccion Véase más adelante

Piece Rate Apples - \$10.00/bin  
Peaches - \$0.20/1/2 bu  
Peaches - \$0.25/3/4 bu  
Grapes - \$1.00/lug  
Cherries - 8.00/RPC

Pago por Unidad Apples - \$10.00/bin  
Peaches - \$0.20/1/2 bu  
Peaches - \$0.25/3/4 bu  
Grapes - \$1.00/lug  
Cherries - 8.00/RPC

Estimated Hourly Wage \$9.68

Calculo anticipado de las ganancias por hora \$9.68.

Piece wage to generate at least the current adverse  
effect wage rate, if any. Those workers unable to earn  
the equivalent of the adverse effect wage rate by the  
end of the 24-hour training period may be terminated.  
Worker's earnings are based on a piece rate.  
See item 16 of Job Order

Tarifa por destajo garantiza un salario no menor que el  
en efecto, si hay uno. Los trabajadores ganando  
menos que el salario efectivo a fines de las 24 horas de  
entrenamiento podran ser despedidos. Las ganancias  
estan basadas en la tarifa por destajo.

Pago adicional: (Vea Numero 16 en el Orden de  
Trabajo)

7. Work Tasks To Be Performed:

Regular: Pick fruit from trees using ladders  
and picking bags. Spot or strip picking as  
instructed by employer or supervisor. Alternate  
tasks and pay during first week in case of crop  
delay. (See Item 15)

7. Labores a Desempenar en el Trabajo:

Normales: Piscar fruta de arboles trabajando en  
escaleras y llevando cubo. Piscar toda o seleccionar  
siguiendo instrucciones del patron. Labores alternativas  
y pago por la primera semana en caso de demora en la  
cosecha. (Vea Numero 15 en el Orden):

None

Ninguno

8. Transportation Provided: From Labor Camp to  
Orchard and Return X Yes      No

8. Transportacion Provista: Del Encampamento a la  
huerta y Vuelta X Yes      No

9. Housing can Accommodate 50 People  
 Individuals  
 Families

10. Meals: (Central Mess)

Provided:  Yes  No

If yes: Cost per day

Workers may do their own cooking:

Yes  No

11. Deductions:

Type	Amount
Social Security	<input checked="" type="checkbox"/>
Income Tax	<input checked="" type="checkbox"/>
Transportation	<input type="checkbox"/> None
Tools/Equipment	<input type="checkbox"/> None
Crew leader Charges	<input type="checkbox"/> 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 6/26/2013.

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

Virginia Employment Commission  
2211 Hydraulic Rd  
Charlottesville, VA 22901  
434-984-7640

During the period 6/27/13 - 7/3/13  
Any Job Service office will assist you in doing this.

9. Vivenda Disponible Para 50 Personas  
 Individuos  
 Familias

10. Comidas Provistas: (Cocina)

Si  No

Si so provistas, el costo por dia es

Los trabajadores tienen que cocinar sus comidas:

Yes  No

11. Deduccions:

Clase	Cantidad
Seguro Social	<input checked="" type="checkbox"/>
Impuestos Sobre Ingresos	<input checked="" type="checkbox"/>
Transportacion	<input type="checkbox"/> Nada
Herramientas/Maquinaria	<input type="checkbox"/> Nada
Suma Cobrada por el Contratista de Trabajadores Agricolas	<input type="checkbox"/> Nada

12. Notas Para los Trabajadores:

Una copia del orden completa esta disponible en la oficina par 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 notification sea a mas a tardar el 6/26/2013.

Para que Ud. pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con:

Virginia Comision de Empleo  
2211 Hydraulic Rd  
Charlottesville, VA 22901  
434-984-7640

Durante el periodo del 6/26/13 ai 7/3/13  
Cualquier Oficina del Servicio de Empleos le asistira

**VIRGINIA EMPLOYMENT COMMISSION**  
Community Services for Albemarle County, Virginia

Albemarle County Health Department  
1138 Rose Hill Dr  
Charlottesville, Va. 22906  
(434) 972-6219

This office helps parents, children, and pregnant women with health and hygiene problems. The office also provides information and medical referrals to venereal diseases and tuberculosis. The department also makes home inspections of migrant housing to insure compliance with the law.

El departamento de salud de Albemarle County suministra ayuda a los padres, niños, y a las mujeres en estado con problemas de salud. Los médicos también ayudan a las personas con enfermedades venéreas, y a los que padecen de tuberculosis. El departamento también inspecciona a las residencias habitadas por trabajadores migratorios para asegurar que dichas residencias sean mantenidas de acuerdo con la ley.

University of Virginia Hospital  
Jefferson Park Ave.  
Charlottesville, VA. 22903  
(434) 924-2231 or 911

1<sup>st</sup> Med  
125 River Bend Drive  
Charlottesville, VA. 22911  
(434) 984-4200

The doctors provide emergency and non-emergency medical services

Los médicos proveen varios servicios rutinarios y de emergencia.

Albemarle County Department of Social Services  
1023 Millmont St  
Charlottesville, Va. 22902  
(434) 972-4010

Information is provided about other helping agencies for non-residents. Information is also available about regulations of the food stamp programs.

Por información acerca de otras agencias que tienen ayuda y asistencia por las personas que no viven aquí. También, estos oficiales tienen información y regulaciones acerca de estampas comida.

Albemarle County Public Schools  
401 McIntire Rd  
Charlottesville, Va. 22902  
(434) 296-5820

The school system is responsible for educational programs for migrant school age children.

La junta escolar tiene la responsabilidad de educar a los niños de edad escolar de padres migratorios.

Virginia Farmworkers Legal Assistance Project

1000 Preston Avenue, Suite B

Charlottesville State: VA Zip: 22903

Web Address [www.cvlas.org](http://www.cvlas.org)

Phone: 434-296-8851 Fax: 434-296-5731 Email: [jill@cvlas.org](mailto:jill@cvlas.org)

Mission and Goals: The Virginia Farmworkers Legal Assistance Project is a federally-funded legal services organization providing legal assistance and community education to migrant farmworkers throughout the Commonwealth of Virginia. Farmwork is the second most dangerous occupation in this country. More than 42,000 farmworkers labor in Virginia, and face numerous problems -- including unpaid wages, pesticide exposure, and on-the-job accidents. The workers' legal issues are compounded by the cultural, geographic, and linguistic barriers they face.

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