



U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

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

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

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

Byrd Farm Enterprises, LLC; Debra Stoneman, Owner
PO Box 866; 6165 River Road West, Columbia, VA 23038

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

03-0589085

b) Telephone Number / Número de Teléfono:

(804) 241-6445

c) Fax Number / Número de Fax:

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

thebyrdfarm@gmail.com

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

6165 River Road West, Columbia, VA 23038
I 64 West, Oilville Exit. Turn left and go to stoplight. Turn right onto Rt. 250. Take 1st left onto Fairgrounds Road to Goochland for 5 miles. Stop sign, turn left. Light, turn right onto River Road West (Rt. 6) for approximately 17 miles. Farm is located on the south wide of Rt. 6.

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

6165 River Road West, Columbia, VA 23038; I 64 West, Oilville Exit. Turn left and go to stoplight. Turn right onto Rt. 250. Take 1st left onto Fairgrounds Road to Goochland for 5 miles. Stop sign, turn left. Light, turn right onto River Road West (Rt. 6) for approximately 17 miles. Farm is located on south side of Rt. 6.

a) Description of Housing / Descripción de la vivienda:

Brick ranch house has central heat and space for 3 persons. Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Has complete furnishings with appliances. Worker will be responsible for maintaining housing in a neat and clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

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

4. SOC (ONET/OES) Occupational Code / Código Industrial:

45-2092.02

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

Farmer/Worker, Crop

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

413294

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

5240 Oaklawn Blvd (804) 541-6548
Hopewell, VA 23860

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):

Ken Shaver (434) 984-7640

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

1/10/14

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

7/1/14 (RBS) 2/26/14

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

From / Desde: 03/01/2014 To / Hasta: 10/31/2014

10. Number of Workers Requested / Número de Trabajadores Solicitados:

3

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

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

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

See Attachment 1, Item 12.

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

Employer / Empleador:



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.

Workers will purchase ingredients and prepare own meals. Employer will furnish free and convenient cooking and kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, and serving utensils at no cost to the workers. Employer will provide transportation to assure worker access to stores where one can purchase groceries if the employer is providing cooking and kitchen facilities. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilet facilities will be provided. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

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 / Vea las instrucciones para más detalles.

The referral under this job order is to be made to the local office of the VA Employment Commission Workforce Center, 5240 Oaklawn Blvd., Hopewell, VA 28360

Telephone: (804) 541-6548

All local and intrastate (In state) applicants and interstate (out of state) applicants are to contact the local Virginia Employment Commission (VEC) office in order to ascertain current employment, crop, or housing information and to enable proper arrangements to be made. It will be the responsibility of the VEC office to inform job seekers of the terms and conditions of this clearance order. The VEC office will contact the employer directly and advise the employer of the referral during the hours of 10:00 a.m. to 3:00 p.m. Monday - Friday.

Employer for contact:

Byrd Farm Enterprises, LLC

Debra Stoneman

(804) 241-6445

Applicants who arrive at the place of employment, referred to as walk-ins or gate hires, will be accepted.

Workers hired pursuant to the job offer from within normal commuting distance will not be provided housing, subsistence, or transportation.

16. Job description and requirements / Descripción y requisitos del trabajo:

To perform various duties associated with the production & harvest of vegetable and strawberry crops. Workers will perform work according to supervisor's instructions. Job involves stooping, lifting, and working outside in inclement weather & outdoor temps in excess of 100 degrees. Must have legal authority to work in US. Must have 1 month prior experience. See Attachment 1, Item 16. Para realizar varios deberes asociados con la producción & cosecha de cosechas de verdura y fresa. Los trabajadores realizarán el trabajo según las instrucciones de supervisor. E trabajo implica rebajar, levantar y trabajar afuera en tiempo inclemente & temporeros al aire libre por encima de 100 grados. Debe tener autorización legal para trabajar en los US. Debe tener una mese de experiencia previa. Vease el Anexo 1, punto 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: 1

2. Check all requirements that apply:

- Certification/License Requirements / Certificación/Licencia Requisitos
- Driver Requirements / Requisitos del conductor
- Employer Will Train / Empleador entrenará o adiestrará
- Extensive Sitting / Estar sentado largos ratos
- Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- Lifting requirement / Levantar o Cargar _____ lbs./libras
- Repetitive Movements / Movimientos repetitivos

- Criminal Background Check / Verificación de antecedentes penales
- Drug Screen / Detección de Drogas
- Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- Extensive Walking / Caminar por largos ratos
- Frequent Stooping / Inclínándose o agachándose con frecuencia
- OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio

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/Si	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
General Farm Work	\$9.68 hourly	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Agriculture - Vegetables	\$9.68 hourly	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Agriculture - Strawberries	\$9.68 hourly	\$		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 type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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

The current Adverse Effect Wage Rate (AEWR) of \$9.68 per hour or the AEWR in effect at the time work is performed, the prevailing hourly rate, the agreed upon collective bargaining wage, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers.

The employer agrees to guarantee all workers employed in the 2013-2014 season a minimum of \$9.68, which is the adverse effect wage rate (AEWR). In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer will pay the newly established AEWR. If, however, there is an adjustment to the AEWR, the employer will pay the highest of the adjusted AEWR, prevailing hourly wage or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage.

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days. See Attachment 1, Item 18.

19. Transportation Arrangements / Arreglos de Transportación

Transportation and daily travel subsistence provided according to regulations.

The employer will reimburse the worker for costs incurred by the worker for visa application fees, border crossing fees, transportation costs and reasonable subsistence from the US Consulate from which the worker came to work for the employer to the place of employment to the extent that such worker-borne expenditures reduce the workers' FLSA earnings at the first pay period, or no later than at the halfway point in the contract ("50% period"). Daily subsistence (not less than \$11.13 per day) or the current minimum subsistence amount as published in the Federal Register from the place from which the worker, without intervening employment will come to work for the employer, will be paid to workers who cannot provide receipts, and the maximum or the current maximum subsistence amount published in the Federal Register travel subsistence of \$46.00 per day will be paid to the workers with acceptable receipts. The transportation reimbursement will be calculated on the workers' actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

See Attachment 1, Item 19.

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 pagarte 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 "Sí," 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
See attached copy of workers' compensation certificate.

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

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/SI 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.

Debra Stoneman, Owner

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

Debra Stoneman

Employer's Signature / Firma y Título del Empleador

December 24, 2013

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 contractual 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.

See Attachment 1

**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 Byrd Farm Enterprises, LLC by: Debra Stoneman Date: 12-24-2013

Employer's Signature Debra Stoneman

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

ATTACHMENT 1 for Byrd Farm Enterprises, LLC

(Used for further detail of ETA 790; Item numbers below correlate to item numbers on ETA 790)

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Item 11 – Anticipated Hours of Work

Seven to eight hours per day is normal. The workers may be requested, but not required, to work 12 – 14 hours per day and/or on the Sabbath or Federal Holidays depending upon the conditions in the fields, weather, and maturity of the crop. The employer will designate time for unpaid lunch and breaks. Workers will be requested to work Saturday. Workers may be requested to work Sunday during peak times and special needs, but not required. This requirement pertains to both alien and US workers.

Item 12 – Anticipated Range of Hours

The following are approximate weekly hours per employee. The number of hours will be contingent upon the conditions in the fields, weather, and maturity of the crop.

	<u>Planting</u>	<u>Irrigating, Cultivating, Fertilizing</u>	<u>Harvesting</u>
Spring	20 hours	12 hours	8 hours
Summer	8 hours	12 hours	20 hours
Fall	20 hours	12 hours	8 hours

Item 16 – Job Specifications

For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Workers are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities.

While the employer does not require applicants to take and pass a drug test as part of the interview process, the employer has a no-exceptions drug policy requiring new hires to take and pass a drug test no later than the date on which work commences. The employer pays for the cost of drug testing and every new hire, both foreign and domestic, must undergo testing before starting work with the company. All testing is conducted uniformly after an initial job offer has been extended and accepted by the new hire. If someone tests positive, he/she is immediately terminated and paid for all hours worked between the first date of employment and the date of termination, if any. In the case of a foreign worker who is terminated for cause resulting from failure to pass a drug test, the employer will arrange least-cost transportation to the worker's place of recruitment, at the worker's expense. Employer-paid post-hire random, upon suspicion, and post-accident drug testing is also required.

Workers will perform work in holding houses, greenhouses, and vegetable/strawberry farm. Workers will plant, cultivate, and harvest vegetables and fruits. This will include work on planter, planting roots, seeds, and bulbs. May spread and/or remove plastic or other ground covering. Workers will cultivate, weed, thin, transplant by riding on transplanter or plant plants by hand. Workers may stake, tie plants, trellis or prune plants, set poles & wires for vine plants. Picks cuts, lifts or pull crops to harvest them. Hook up, maintain & operate drip irrigation system, assist with fertilization. Assist with building seasonal holding houses. Workers will assist in greenhouse preparation of plants.

Workers may be required to perform variable tasks such as irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding by hand, and other tasks related to general farming. May assist with general farm grounds &

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building maintenance.

Workers will bend and stoop considerably to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full containers weighing approximately sixty (60) to seventy-five (75) pounds and empty into field bin or load onto trailer lifting to a height of 5 feet for long periods of time. Workers will assist in loading and unloading trucks. Workers may be required to pull and discard culls as directed by the supervisor. Pickers will take care not to bruise or scar the produce.

Work is to be done in the fields for long periods of time. Workers are expected to perform duties including boxing, weighing, and loading of produce.

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

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning through the heat of the day working in the fields. Temperatures may range from 10 degrees to in excess of 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.

General conditions Applicable to All Crops: Work begins at an assigned time shortly after daylight. Work is performed under various weather conditions. All of the tasks in this job description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to producing the crops such as performing hand weeding or hoeing, repairing buildings, maintaining grounds, operate tractor/farm equipment, incidental crop setup when needed and movement of irrigation systems and equipment, gardening, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Employer will provide tools and equipment at no cost for workers to perform the above tasks. Workers who are found to be responsible will be charged for any willful damage to or loss of such tools and equipment; however, the employer will not deduct for such willful destruction of property.

Full Crop Commitment: This is regular work seven hours per day, Monday – Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of the employment, he will not receive the $\frac{1}{4}$ guarantees discussed below and will not receive certain transportation reimbursements discussed below.

Item 18 – Wage Rates, Special Pay Information and Deductions

The current Adverse Effect Wage Rate (AEWR) of \$9.68 per hour or the AEWR in effect at the time work is performed, the prevailing hourly rate, the agreed upon collective bargaining wage, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers.

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The employer agrees to guarantee all workers employed in the 2013-2014 season a minimum of \$9.68, which is the adverse effect wage rate (AEWR). In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer will pay the newly established AEWR. If, however, there is an adjustment to the AEWR, the employer will pay the highest of the adjusted AEWR, prevailing hourly wage or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage.

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Worker will be paid weekly.

The employer will abide by the regulations set forth at 20 CFR 653.501 (d)(2)(v)(A) & 20 CFR 653.501 (d)(2)(v)(D) which states that the employer will provide worker who is referred through the Interstate Clearance 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 office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work will be related to farm maintenance activities required in operating an agricultural operation. If the worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.

The employer will advise H-2A visa beneficiary/workers of their responsibility to return to their country of origin, or to subsequent employment-authorized work, at the end of the term of employment.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes as applicable.

Item 19 -- Transportation

The employer will reimburse the worker for costs incurred by the worker for visa application fees, border crossing fees, transportation costs and reasonable subsistence from the US Consulate from which the worker came to work for the employer to the place of employment to the extent that such worker-borne expenditures reduce the workers' FLSA earnings at the first pay period, or, no later than at the halfway point in the contract ("50% period"). Daily subsistence (not less than \$11.13 per day) or the current minimum subsistence amount as published in the Federal Register from the place from which the worker, without intervening employment will come to work for the employer, will be paid to workers who cannot provide receipts, and the maximum or the current maximum subsistence amount published in the Federal Register travel subsistence of \$46.00 per day will be paid to the workers with acceptable receipts. The transportation reimbursement will be calculated on the workers' actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

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If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of 20 CFR 655.122. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with the existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation & subsistence expenses to the place of employment; & (3) pay the worker for any costs incurred by the worker for transportation & daily subsistence to that employers place of employment. Daily subsistence (not less than \$11.13 per day) or the current minimum subsistence amount as published in the Federal Register will be paid to the worker. The amount of the transportation payment must not be less (and is not required to be more) than the most economical & reasonable common carrier transportation charges for the distances involved.

If the worker completes his contract, meaning his "period of employment," the employer will provide or pay the cost of return transportation and subsistence enroute from the place of employment except when the worker is not returning to the place of departure, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the place of departure. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

For the purposes of the above requirements, the "period of employment" is defined as the period from the first workday the worker is at the employer's farm and is ready, willing, able, and eligible to work until the anticipated ending day of the employment in Item 9.

Small Employer Exemption

The employer requests an exemption from the 50% rule under CFR 655.135. It did not, during the last calendar year, use more than 500 "man days" of agricultural labor as defined in Section 3 (u) of the Fair Labor Standards Act of 1938 (29 USC 203(u)). The employer is not a member of an association which has applied for a temporary alien agricultural labor certification under this subpart for its members, and has not otherwise associated with other employers who are applying for H-2A workers under this subpart.

Other Conditions of Employment

Termination: The employer may terminate the worker with notification to the employment service local office if the work (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

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In the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of where worker departed to work for employer and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: The only work standards required of any alien or US worker will be that, after a three (3) day training period, each worker possesses the physical capabilities to work in produced crops.

Injuries: Worker will be covered by Workers 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 before certification is granted.

Tools, Supplies, and Equipment: Employer will provide without charge all tools, supplies, and equipment to the worker.

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 transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: Employer will expeditiously notify the Order Holding Local Office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or 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. The employer agrees to comply by all assurances of 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.135.

Work Agreement: The employer will provide a copy of the contract or Job Clearance Order to the worker no later than on the day the work commences. In the case of an H-2A worker, the employer will provide a copy of the contract no later than the time at which the worker applies for the visa.

Wage Statements: Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. Any deductions will be itemized. If piece rates are used, the units produced daily, beginning and ending dates of the pay period, and the employer's name address, and FEIN.

Other: Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior to the interview. Workers will have up to three (3) days from the date of hire to provide I-9 documents.

The employer's anticipated work force equals 3 workers of which 3 will be H-2A's.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE**



AGENT NO 2491 OFFICE NO 2491
STEPHEN R PURDY
90 WHITEWOOD RD STE 1
CHARLOTTESVLE VA 22901-1668

FARM FAMILY CASUALTY INSURANCE COMPANY
NCCI COMPANY NO. 16721

434-978-7588

POLICY NO 4501W0445
ADJUST NEW POLICY
EFFECTIVE 4/11/13

ITEM 1. INSURED INSURED AND MAILING ADDRESS:

BYRD FARM ENTERPRISE LLC
PO BOX 868
COLUMBIA, VA 23038-0868

THE INSURED IS LIMITED LIABILITY CO

Workplaces covered by this policy:

ST	WP NO.	ADDRESS OF WORKPLACE	RTG.BUR NO.	INTRASTATE NO.
VA	01	6185 RIVER RD N COLUMBIA VA		

ITEM 2. POLICY PERIOD

The policy period is from 4/11/13 to 4/11/14 12:01 A.M. Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the state listed here: VA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury By Accident	Bodily Injury By Disease	Bodily Injury By Disease
\$ 100,000 each accident	\$ 500,000 policy limit	\$ 100,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except the states designated in item 3.A. of the information page and ND, OH, WA, and WY

D. This policy includes these endorsements and schedules:

WC 00 08 00B	WC 00 00 01A	WC 00 03 06	WC 00 03 15	WC 00 04 14	WC 00 04 19
WC 00 04 22A	WC 45 08 02				

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PA**



POLICY NO 4501W0445
ADJUST NEW POLICY
EFFECTIVE 4/11/13

FARM FAMILY CASUALTY INSURANCE COMPANY

NCCI COMPANY NO. 16721

ISSUED TO:
BYRD FARM ENTERPRISE LLC

ITEM 4. PREMIUM

The premium for this policy is determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit. Audit of premium shall be made upon policy expiration.

State and Workplace Number Classification Description	Code No.	Estimated Total Remuneration	Rate Per \$100 Remuneration/ Per Capita	Estimated Premiums
VA 01 CLERICAL OFFICE EMPLOYEES NDC	8810	10,400	.13	14
FARM: POULTRY PRODUCER & D	0034	3,000	3.96	119
FARM: GARDENING-& D	0008	48,400	2.48	1,126
TOTAL PREMIUM SUBJECT TO THE EXPERIENCE MODIFICATION				1,259
TOTAL ESTIMATED STANDARD PREMIUM				1,259
EXPENSE CONSTANT CHARGE	0800			260
TERRORISM .040	9740			24

EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE



~~POLICY TO BE REVISED~~

ADJUST NEW POLICY

EFFECTIVE 4/11/13

FARM FAMILY CASUALTY INSURANCE COMPANY

NCCI COMPANY NO. 16721

ISSUED TO:

BYRD FARM ENTERPRISE LLC

ITEM 4 PREMIUM EXTENSION SCHEDULE

TOTAL ESTIMATED STANDARD PREMIUM VA				1,259
EXPENSE CONSTANT CHARGE VA		0900		260
TERRORISM CHARGE VA		9740		24
MINIMUM PREMIUM VA	874			
		TOTAL ESTIMATED PREMIUM		1,543
		PREMIUM ADJUSTMENT		-4

VIRGINIA EMPLOYMENT COMMISSION
Warsaw Local Office

VIRGINIA EMPLOYMENT COMMISSION AGENCIA
La Oficina de Warsaw

**SUMMARY OF EMPLOYMENT CONDITIONS
SPECIFIED ON JOB ORDER**

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

- 1. ORDER NUMBER: 413294
- 2. NAME OF EMPLOYER: 3 *Byed Faem*
- 3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)

- 1. NUMERO DE LA ORDER: 413294
- 2. NOMBRE DEL EMPLEADOR: 3 *Byed Faem*
- 3. LUGAR Y DIRECCION DEL EMPLEADOR:
See ES 338)

PERIOD OF EMPLOYMENT

FROM: 3/1/2014 10/31/2014

4. PERIODO DE EMPLEO:

DEL: 3/1/2014

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

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

MINIMUM HOURS PER DAY 7
DAYS PER WEEK 5

MINIMAS HORAS POR DIA 7
NUMERO DE DIAS POR SEM 5

- 6. PAY: HOURLY WAGE: \$9.68
PIECE RATE:

- PAGO: SUELDO POR HORA: \$9.68
PAGA POR UNIDAD:

7. WORK TASKS TO BE PERFORMED:

This job requires 1 month experience in hortícola. See 790 #15

7. LABORES A DESEMPENAR IN EL TRABAJO:

See 790 attachment 15.

8. TRANSPORTATION PROVIDED:

FROM LABOR CAMP TO WORK SITE: Yes
AND RETURN: Yes

8. TRANSPORTACION PROVISTA:

DESDE EL ENCAMPAMENTO HASTA EL LUGAR: Si
DE TRABAJO Y DE VUELTA: Si

9. HOUSING CAN ACCOMMODATE

PERSONS
INDIVIDUAL 3
FAMILY

9. VIVIENDA DESPONIBLE PARA

PERSONAS
INDIVIDUOS 3
FAMILIAS

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

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

WORKERS MAY DO THEIR OWN COOKING: No
Yes

LOS TRABAJADORES TIENEN QUE CONCINAR SUS COMIDAS: No
Si

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXX
INCOME TAX	XXXX
TRANSPORTATION	
TOOLS & EQUIPMENT	NO
CREWLEADER CHARGES	

11. DEDUCCIONES:

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

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: ~~3/1/2014~~ 2/17/14

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

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

During the period of: 2/18/2014 2/24/2014
Any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion. El empleador da garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notification sea a mas tardar el: ~~3/1/2014~~ 2/17/14

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

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

Durante el periodo el 2/18/2014 2/24/2014
Cualquier Oficina del Servicio de Empleados le asistira en hacerlo.

GOOCHLAND COMMUNITY SERVICE

POLICE DEPT 804-556-5349
EMERGENCY 911

DEPT OF SOCIAL SERVICES 804-556-5880
1800 SANDY HOOK ROAD
GOOCHLAND, VA 23063

DEPT OF HEALTH 804-365-4100
1800 SANDY HOOK ROAD
GOOCHLAND, VA. 23063

LEGAL AID 1-800-763-7323
105 4TH STREET SE
CHARLOTTESVILLE, VA. 22902

GOODWILL 804 565-6780
9645 W BROAD STREET
GLEN ALLEN, VA.