| | |
|---|---|
| 1. To: Puerto Rico<br>North Carolina<br>South Carolina<br>Georgia<br>Florida | 2. Job Order Number:<br>421518<br>3. Employer Name:<br>Samuel M. Giles |
| 4. From:<br><br>Rural Services Manager<br>Virginia Employment Commission<br>P.O. Box 7466<br>Charlottesville, VA 22906 | 5. OES Job Code, Title and Number of Positions Available<br>45-2092.02 5 positions<br>Farmworker, Tobacco |

6. Please note the following concerning the above job order:

The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance

| | | |
|---|---|---|
| 7. By: (ES Agency Representative)<br>Kendal Shaver | Title:<br>Rural Services Manager | Telephone Number:<br>434-984-7640 |

8. Receiving State Office: ("X" one)

☐ Accepted (If accepted, list local offices extended to) ☐ Rejected (If rejected, provide reasons)

Comments:

| | | |
|---|---|---|
| 9. By: ES Agency Representative | Telephone Number: | Date Signed: |

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

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

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

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

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

**Samuel M .Giles, Owner**
**Mailing Address: 673 W Giles Road, Chatham, VA 24531**
**Physical Address: 673 W Giles Road, Chatham, VA 24531**

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: **54-1593269**

b) Telephone Number / Número de Teléfono: **(434) 432-8347**

c) Fax Number / Número de Fax:

d) E-mail Address / Dirección de Correo Electrónico:
**c/o Employer Agent E-mail: etrujillo@nc.rr.com**

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

673 W. Giles Road, Chatham, VA 24531; Rt 29 N from Danville, VA; 10 miles, take left on road 703 for approx 3 miles right on road 823 for approx 1/2 mile; left on road 824 (W Giles Road) go 1 mile. Work site on right.

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

624 Green Rock Road, Chatham, VA 24531

a) Description of Housing / Descripción de la vivienda:

Block building. Housing has propane heat & space for 10 persons.

**See "Attachment 1 for ETA 790" Item 3**

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

4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092-02

a. SOC (ONET/OES) Occupational Title / Título Ocupacional: Farmworker-Tobacco

5. Job Order No. / Num. de Orden de Empleo: 421518

6. Address of Order Holding Office (Include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
3125 Old Fellows Rd
Lynchburg, VA 24501 434-947-6671

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).
Fred Mendez
434-363-6671

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 2/6/2014

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 7/30/14

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo.
From / Desde: **04/04/2014** To / Hasta: **11/15/2014**

10. Number of Workers Requested / Número de Trabajadores Solicitados: **5**

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
**See "Attachment 1 to ETA 790" Item 11**

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

**See "Attachment 1 to ETA 790" Item 12**

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

Employer / Empleador: Yes / Si ☐ No ☒

JAN 2014
V.E.C.
CHARLOTTESVILLE

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 & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & serving utensils along with housing and utilities to workers for whom housing must be provided (workers who are unable to return to their place of residence the same day) at no cost to the workers. Employer will provide transportation no less than once a week to the nearest neighboring town to assure worker access to stores where one can purchase groceries if the employer is providing cooking & kitchen facilities. Dining, full kitchen/cooking facilities and other common areas will be shared by all workers.

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

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the local Virginia Employment Commission Workforce Center office to ascertain current employment, crop, or housing information and to enable proper arrangements to be made. It will be the responsibility of the Workforce Commission to inform job seekers of the terms and conditions of this clearance order. Only workers meeting all qualifications on the job order should be referred. Interview will be by telephone or in person. It is requested that the SWA give each referral a copy of the clearance order ETA 790 along with all attachments.

The SWA is to contact the agent, Labor Services International, LLC at 252-492-2543 to advise of the referral Monday – Friday 9:00 a.m to 3:00 p.m. except all federal holidays.

The actual employment offer is at the sole discretion of the employer. Applicants who arrive at the place of employment, referred to as walk-ins or gate hires, will not until 50% of the contract period has elapsed from the application start date.

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

SWA's should fully apprise workers of the job specifications and terms and conditions of employment before a referral is made. Workers must meet all of the following:

(a.) Available and willingness to work for the entire season
(b.) Have transportation to job site at start of season daily for local workers and start of season for non-local workers.
(c.) Fully apprised and aware of the terms, conditions, and nature of employment.
(d.) Legally entitled to work in the US. Workers must provide documentation to enable employer to comply with the employment verification requirements and accurate completion of the I-9 Employment Verification form within three (3) days of employment according to US Law.
(e.) Able, willing, and qualified to perform the work.

Order holding office:

VA Employment Commission Workforce Center
211 Nor Dan Drive, Danville, VA 24540
Telephone: 434-549-8220

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

To perform various duties associated with the production of tobacco such as greenhouse preparation, cultivating, preparing rows for planting, plant fertilizing, harvesting, spraying, irrigating, loading & unloading of tobacco bales of up to 800lbs, delivery of product to market, tractor driving, & farm work. Job involves stooping, lifting and working outside in inclement weather & outdoor temps below 30 to in excess of 100 degrees. Must have authority to work in the US. Must have three months verifiable prior experience in job offered. After 3 days, worker required to keep up with other workers related to performance and productivity of the tasks required to produce crops.

**See "Attachment 1 to ETA 790" Item 16**

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

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 70 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 / Inclinándose o agachándose con frecuencia
☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días festivos no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

| Crop Activities<br>Cultivos | Hourly Wage<br>Salario por Hora | Piece Rate / Unit(s)<br>Pago por Pieza / Unidad(es) | Special Pay (bonus, etc.)<br>Pagos Especiales (Bono, etc.) | Deductions*<br>Deducciones | Yes/Sí | No | Pay Period / Período de Pago<br>/ / |
|---|---|---|---|---|---|---|---|
| General Farmwork | $9.87 Hourly | $ | | Social Security / Seguro Social | ☒ | ☐ | Weekly / Semanal<br>☒ |
| Ag – Tobacco | $9.87 Hourly | $ | | Federal Tax / Impuestos Federales | ☒ | ☐ | |
| Ag – Soybeans, wheat, rye | $9.87 Hourly | $ | | State Tax /Impuestos Estatales | ☒ | ☐ | Bi-weekly/ Quincenal<br>☐ |
| | $ | $ | | Meals / Comidas | ☐ | ☒ | |
| | $ | $ | | Other (specify) / Otro (especifica) | ☐ | ☒ | Monthly/Mensual<br>☐ |
| | | | | | | | Other/Otro<br>☐ |

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

**See "Attachment 1 to ETA 790" Item 18**

19. Transportation Arrangements / Arreglos de Transportación

Transportation and daily travel subsistence provided according to regulations.

**See "Attachment 1 to ETA 790" 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 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

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

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.

Samuel M. Giles, Owner

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

Samuel M. Giles

Employer's Signature / Firma y Título del Empleador

1-24-14

Date / Fecha

**READ CAREFULLY**, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

**LEA CON CUIDADO**, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

**PUBLIC BURDEN STATEMENT**

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

**DECLARACION DE CARGA PÚBLICA**

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

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

**See "Attachment 1 to ETA 790" for continuations of Item 3, Item 11, Item 12, Item 16, Item 18, and Item 19**

**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 Samuel M. Giles, Owner Date: 1-24-14

Employer's Signature Samuel M. Giles - OWNER

**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 Samuel M Giles

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

**Item 3** – Address and Directions to Housing (continued from ETA 790, Page 1, Item 3)

Housing is a block building with concrete floors located at 624 Green Rock Road, Chatham, VA approximately 1.5 miles from the farm operation at 673 W. Giles Road, Chatham, VA 24531.

Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing. Workers will be assigned to employer provided housing by the owner or manage and must occupy the quarters assigned to them.

Employer retains possession and control of the housing premises at all times, and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing, in accordance with state law.

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 & clean manner and in compliance with Work Rules which will be provided upon hiring and are attached hereto and incorporated by reference in this application. Reasonable repair cost of damage, other than that caused by normal wear & tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings.

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.

If one has not already been performed at the time of this filing, Samuel M. Giles requests a timely inspection (prior to occupancy) of employer-provided worker housing by the Virginia Employment Commission and/or the VA Health Dept at any reasonable time to verify its condition so as to ensure that all worker housing meets standards no later than 30 days prior to occupancy.

Housing is expected to be occupied by April 4, 2014.

**Item 11** – Anticipated Hours of Work per Week (continued from ETA 790, Page 1, Item 11)

Eight hours per day is normal. Workers may be offered more than the specified work in a single day. The worker 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 lunch and breaks. Worker may be requested to work Saturday and Sunday during peak times and special needs but not required. These requirements pertain to both H-2A and US workers. Extreme heat, cold or drought may affect working hours. Employer will offer 40 hours/week, weather and crop conditions permitting. Worker will report to work at designated time and place as directed by employer each day.

**Item 12** – Anticipated Range of Hours For Different Seasonal Activities (continued from ETA 790, Page 1, Item 12)

Workers should expect occasional periods of little or no work due to weather, crop, or other conditions beyond the control of the employer. This can occur anytime throughout the season. As a general matter, working hours will be divided between duties related to tobacco, soybeans, wheat, rye and general farm work depending on the employer's needs. Given that the demands of agricultural production are unpredictable and determined by factors to include weather, crop conditions, market demands and seasonal task needs and numerous other factors, it is impossible to predict with any degree of accuracy the percentage of time that will be dedicated to any specific task referenced in Item 16.

**Item 16** – Job Description and Requirements (continued from ETA 790, Page 3, Item 16)

Workers will perform various duties related to production of tobacco & general farm work to include the preparation of greenhouses for growing of tobacco seeds which includes replacing plastic flooring, cleaning & seeding of plant trays, applying fertilizer and pesticides, maintaining proper greenhouse environmental conditions to include monitoring of house temperatures to promote plant growth. Workers will cultivate fields, prepare rows for planting, plant tobacco, apply fertilizer and spray pesticides as necessary. Workers should not have any allergies to noxious plants or insect control sprays. Workers will remove tops and suckers by hand. Once plants reach maturity, leaves will be pulled from plants and then transported to the barn site. At the barn site, leaves will be placed in tobacco barns. Once tobacco has been properly cured, it will be removed from barns, and baled into containers that hold up to 800lbs of cured tobacco. These bales are then lifted by electric hoist & manual assistance & placed on truck for transport to a warehouse. Workers must be able to lift 50-100lbs consistently throughout the day. Workers must be in good physical condition with the ability to stand for long periods of time, with considerable kneeling & stooping required.

General Conditions Applicable to All Crops: Work begins at an assigned time shortly after daylight. Work is performed under various weather conditions. Workers will work and perform repetitive tasks on their feet in bent and stooped positions for long periods of time pulling mature leaves from the tobacco plants that are from two(2) to ten(10) inches from the ground. Workers will use muscles to lift, push, pull, or carry heavy objects in loading and unloading trucks. 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, greenhouse cleaning and repairing buildings, maintaining grounds, operate tractor/farm equipment, incidental crop setup when needed, and movement of irrigation systems and equipment, gardening, cleaning around ponds & fields with bush axe and/or sling blade to clear right of ways for machinery to enter work zones, etc. Cover crops of soybeans, rye, or wheat are sewn after tobacco harvest to prepare the soil for next year's production of tobacco. 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 eight 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 ¾ guarantees discussed below and will not receive certain transportation reimbursements discussed elsewhere in the job order.

Worker must have three months (3) verifiable prior work experience in position offered. After completion of three (3) days, worker required to keep up with other co-workers related to performance and productivity of the tasks required to produce crops. If during this period, the performance is not acceptable to the employer, the worker's employment will be terminated. All terms and conditions in this job order will apply equally to all workers, both US workers and H-2A workers, employed in the position described in this job order.

**Item 18** – More Details About the Pay (continued from ETA 790, Page 4, Item 18)

The current Adverse Effect Wage Rate (AEWR) of $9.87 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 2014 season a minimum of $9.87, 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 or bi-weekly or as stipulated on ETA 790, Item 17

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.

All requests for leave of absence must be in writing. All absences will be counted towards hours offered for the purpose of computing the 3/4 guarantee.

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 and deductions including court ordered child support, garnishments and liens will be made according to individual circumstances, all as required by law. Reasonable repair costs of damage to housing other than that caused by normal wear and tear or loss of equipment will be charged to workers found to have been responsible for such damage to housing or loss of equipment.

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. Also included on the statement will be: if piece rates are used, the units produced daily; the beginning & ending dates of the pay period; & the employers name, address, and FEIN.

**Item 19** – Transportation Arrangements (continued from ETA 790, Page 4, Item 19)

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 place 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 $11.42 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.

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 the 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)(l) 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 employers 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 workers 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 $11.42 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.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return to such housing on a daily basis.

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.

## Other Conditions of Employment

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

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.

The only work standards required of any H-2A or US worker will be that after a three (3) day period each worker will be required to keep up with co-workers related to performance and productivity of the tasks required to work in produced crops as included on ETA 790 and attachments.

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, & 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.

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 date of hire to provide I-9 documents.

The employer's anticipated work force equals 5 workers of which 5 will be H-2A's.

# Work Rules

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

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

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

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of the infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.

2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor, or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in house after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Employer will test for drugs upon suspicion of use.

3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7AM. Five consecutive workdays of unexcused absence will constitute abandonment of employment and worker will be terminated.

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.

5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.

6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event and rain and when heat is turned on.

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

8. Workers living in employer's housing many not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.

9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.

10. Workers may not take unauthorized breaks from work.

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

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

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

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

15. Workers may not deliberately restrict production, damage plants or bruise fruit.

16. Any worker who physically threatens another worker, the employer or any supervisor will be subject to immediate discharge.

17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.

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

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

20. Workers will not falsify identification, personnel, medical, production or other work-related records.

21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.

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

23. Workers must not misuse or remove from the farm premises without authorization any employer-owned property.

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

25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.

26. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

| | |
|---|---|
| First offense: | oral warning and correction |
| Second offense: | written warning and unpaid leave for balance of pay |
| Third offense: | immediate discharge with written fact statement. Employee will be asked to sign written fact statement. |

| Virginia Employment Commission | Virginia Comision de Empleo |
|---|---|
| **Danville Local Office** | **La Oficina de Danville** |
| | |
| Summary of Employment Conditions Specified on the Job Order | Sumario de las Condiciones de Empleo Que Son Especificadas en el Orden de Trabajo |
| 1. Order Number: 421518 | 1. Numero de el Orden: 421518 |
| | |
| 2. Name of Employer: | 2. Nombre del Empleador: |
| Samuel M. Giles | Samuel M. Giles |
| 3. Location of Employer & Directions: | 3. Lugar y Direccion del Empleador: |
| (See ETA 338) | (Mira el papel ETA 338) |
| | |
| 4. Period of Employment: | 4. Periodo de Empleo: |
| From 04/04/2014 to 11/15/2014 | Del 04/04/2014 to 11/15/2014 |
| | |
| 5. Work Schedule: Minimum of 7 hrs per Day, 5 days per week & 5 on Saturday | 5. Horario de trabajado: Horas por dia 7 De dias por semana 5 y 5 horas Sabado |
| | |
| 6. Work to be performed: Horticultural | 6. El trabajo: Horticola |
| Hourly Wage: $ 9.87 per hour | Sueldo por Hora: $ 9.87 a hora |
| | |
| 7. Transportation provided: From labor camp to work site & return: ✓ Yes ____ No | 7. Transportacion provista: del encampamento al la huerta y vuelta: ✓ Yes ____ No |
| | |
| 8. Housing & Accommodations: 5 Individual 0 Family | 8. Vivenda Disponsible para: 5 Individuos 0 familias |
| | |
| 9. Meals Provided: No Workers may do their own cooking: Yes | 9. Comidas provistas: No Los trabajadores tienen que cocinar sus Comidas: Si |
| | |
| 10. Deductions: Type & Amount: Social Security: XXXX Income Taxes: XXXX Transportation None Tools & Equipment: None Crewleader Charges: None | 10. Deduccions: Clase & Cantidad Seguro Social XXXX Impuestos sobre ingresos: XXXX Transportacion: Nada Herramientas/maquinaria: Nada Cobrada por el contratista: Nada |

| | |
|---|---|
| 11. Notes to Workers:<br>A copy of the full job order is available For inspection in this office.<br><br>The employer has guaranteed your first week's wages unless he notifies this job service office of a later starting date by:<br>3/21/14<br><br>In order for you to be eligible for this guarantee, you must contact the job service at: Virginia Employment Commission<br>211 Nor Dan Drive<br>Danville, VA 24540<br>434-549-8220 | 11. Notas para los trabajadores:<br>Una copia del orden completa esta disponible en la oficina par su inspeccion.<br><br>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 astrasda, y que tal notificacion sea a mas a tardar el<br>3/21/14<br><br>Para que ud pueda tener a esta garantia de pago, tendra que ponerse en contacto con:<br>Virginia Comision de Empleo<br>211 Nor Dan Drive<br>Danville, VA 24540<br>434-549-8220 |
| | |
| During the period of 3/24/14 to 3/28/14, any job service will assist you in doing this. | Durante el periodo del 3/24/14 al 3/28/14, cualquier oficina del servicio de empleos le asistira. |
| | |
| | |

**ATTACHMENT 2**
**COMMUNITY SERVICES**



Pittsylvania County Dept of Social Services
18 Depot Street
Chatham, VA 24531-3352
Telephone: (434) 656-8407

Chatham Fire Department
Chatham, VA 24531
Telephone: (434) 432-7700\
Emergency: 911

Gretna Police Department
105 S. Shelton Street
Gretna, VA 24557
Telephone: (434) 656-6123

Virginia State Police
19255 US Highway 29
Chatham, VA 24531
Telephone: (434) 432-7289

Memorial Hospital of Martinsville
320 Hospital Drive
Martinsville, VA 24112
Telephone: (276) 666-7237
Provides inpatient & outpatient emergency care, emergency room service, Surgery, and intensive care unit, etc.

Virginia Justice Center for Farm & Immigrant Workers
Tim Freilich, Attorney at Law
1000 Preston Avenue, Suite A
Charlottesville, VA 22903
Telephone: (434) 977-0553 Fax: (434) 977-0558 Toll Free: 1-800-578-8111
International: 1-800-892-1751

U.S. Department of Labor
Wage and Hour Division

FLCE Certificate of Registration
No. E-04-152839-H-14-R
Expires 08/30/2014

Name Elaine H. Trujillo

I certify that the person named above is registered, pursuant to the Migrant and Seasonal Agricultural Worker Protection Act and is authorized to perform the following activities covered by the Act: recruit, solicit, furnish, hire and employ.

Employer's Name Labor Services International, LLC

Registration Number C-04-152374-H-14-R

Driving [ ] Authorized [X] Not Authorized

Approved Shelyn Sinon Date 09/01/2012
(National Certification Program Manager) Form WH-513 (8/94)

Social Security Account No. [redacted]

Permanent Home Address 2540 Colonl Rd.

Hendrickson NC 27535
(City or Town) (State) (Zip Code)

Date of Birth 12/10/1963 Height 5' 7"
(Month)(Day)(Year)

This certificate is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulations issued thereunder, and on my application for registration. It may be revoked or suspended, or its renewal denied, for noncompliance with the Act or regulations. Such noncompliance may constitute a criminal offense.

Elaine H. Trujillo Manager
(Signature of Holder) (Title)