Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: VA 284921	3. Date of acceptance by CNPC: 5/11/12
	4. Employer Name: Virginia Agricultural Growers Assn (VAGA)	
5. From: Rural Services Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	6. OES Job Code, Title and Number of Positions Available 45-2092 Farmworker, Laborer 32 Positions	

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

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

8. By: (Typed name of ES Agency Representative) Jason Padgett	Title: Rural Services Manager	Telephone Number: 804-786-8714
Signature:		Date Signed:

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

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

Comments:

10. By: ES Agency Representative	Telephone Number:	Date Signed:

U.S. Department Labor
Employment and Training Administration

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

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

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

Virginia Agricultural Growers Assn., Inc.
5037 Halifax Road
Post Office Box 857
South Boston, Va. 24592

See Addendum for VAGA Grower Members Names and Addresses

Telephone number/Teléfono: 434-572-6871 Fax: 434-572-3642

4. Industry Code/Código Industrial: 111219

5. Job Order No. /Num. de Orden de Empleo: 284921

6. Occupational Title and Code /Título Ocupacional y Código: Farmworkers 45-2092

7. Clearance Order Issue Date / Fecha de Tramite: 4-24-12

8. Job Order Expiration Date / Fecha de Expiración: 09-11-2012

RCD RURAL SERVICES

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 06-21-2012 To/Hasta: 12-01-2012

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

Various locations in Virginia, USA

See Addendum for Addresses of each farm

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

10. No. of Workers Requested / Num. de Trabajadores Solicitados: 32

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

Sunday / Domingo 0 Monday / Lunes 7
Tuesday / Martes 7 Wednesday / Miércoles 7
Thursday / Jueves 7 Friday / Viernes 7
Saturday / Sábado 5 (See Attach 1, # 8)

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

Employer / Empleador Yes/Si ☐ No ☒
Local Office / Oficina Local Yes/Si ☐ No ☒

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

338's will be provided at least 30 days in advance of our date of need. These documents will have the description of the housing at each farm location.

Also, please see attachment 1, Item 3

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

13. Board Arrangements / Arreglo de Alojamiento

Workers will purchase and prepare own meals. Time for lunch to be designated by employer.

Employer will provide free transportation to and from a store once a week for supplies.

(Also, please see attachment 1, Item 4)

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Interviews will be conducted by the Employer's agent during the hours of 9:30 A.M. to 3:30 P.M. Monday through Thursday and from 9:30 A.M. to 11:30 A.M. on Friday.

Also, please see attachment 1, Item 5.

15. Job Specifications / Especificaciones del Trabajo

Plant, cultivate and harvest cabbage and other produce.

Also see attachment 1, Item 10 for additional information.

(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included In SPANISH)

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

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago
Cabbage &	$ 9.70	$		Social Security / Seguro Social	XX	☐	Weekly / Semanal
other Produce	$	$		Federal Tax / Impuestos Federales	XX	☐	☒
	$	$		State Tax / Impuestos Estatales	XX	☐	Bi-weekly / Quincenal
	$	$		Meals / Comidas	☐	XX	☐
	$	$		Other (specify)/ Otro (especifica)	☐	XX	Other / Otro ☐

More Details About the Pay / Mas Detalles Sobre el Pago For each pay period, all workers under this job Order will be paid at the rate of $9.70 per hour which is the 2012 Adverse Effect Wage Rate, the minimum wage rate or the applicable prevailing hourly wage rate

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel) ~~(See Attach 1, Item 11~~

17. Transportation Arrangements / Arreglos de Transportación Reimbursement for transportation and daily subsistence of $11.13 per day, or rate applicable at time of travel, from place of recruitment to job site will be made under the following conditions to workers for whom the employer is legally obligated to supply housing. It also applies to workers outside reasonable driving distance, if the workers decline the housing offer. They will still be reimbursed for Inbound and Outbound transportation and subsistence from their place of recruitment.

a) Upon completition of 50% of the Job Contract period or sooner. In this case, the payment shall be due on a day no later than the first working day, subsequent to the completition of the minimum employment period. The amount of transportation payment will be equal to the most economical and reasonable common carrier transportation charges for the distance involved. (See Attachment # 1, Item 12)

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

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

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

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Si ☐ No XX

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Si XX No ☐

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

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

None/Ninguno

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

None/Ninguno

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

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

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluye el número de teléfono de su línea directa)

Felix Acosta
Phone: 276-466-4476

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Elaine A. Wilder
Executive Secretary

Employer's Signature & Title/ Firma y Título del Empleador Date: 04/17/2012

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

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

ATTACHMENT TO FORM ETA 790

First Week Wage Guarantee

Virginia Agricultural Growers Association, Inc., and its Grower members agree to abide by the regulations at 20 CFR 653.501(d)(2)(v) concerning the first week wage guarantee.

We offer $9.70 per hour which is the 2012 Adverse Effect Wage Rate, the minimum wage rate, or the prevailing wage rate, whichever is higher.

The basic number of hours per week is 40 hours times the wage rate that is applicable at the time the work is performed.

Attachment 1 ETA 790

ITEM 3 Housing is provided at no cost to workers only who are not reasonably able to return the same day to their place of residence at time of recruitment.

No tenancy in such housing is created; Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this Work Agreement, shall vacate the housing promptly upon termination of employment with the employer who provides such housing.

ITEM 4 In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from a store at least once a week for supplies. (For workers whom housing must be provided.)

ITEM 5 Interviews will be conducted by the Employer's Agent during the hours of 9:30 A.M. to 3:30 P.M., Monday through Thursday and 9:30 A.M. to 11:30 A.M. on Friday. Employer's Agent will interview the person during the above mentioned hours if necessary.

Virginia Employment Commission
2506 Houghton Avenue
South Boston, Va. 24592
Telephone: 434-572-8064

VAGA agrees to interview all U. S. workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

(1) Availability for entire season

(2) Have transportation to job site and

(3) Who have been fully apprised by the local employment office of the terms, conditions and nature of employment

(4) VAGA also agrees to interview applicants who apply directly.

ITEM 8 7 hours per day is a normal work day. The worker may be requested to work 12 hours per day and/or on the Sabbath, depending on the condition in the fields, weather, and maturity of the crops.

ITEM 10

Plant, cultivate and harvest cabbage and other produce.

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

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

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

In addition to transplanting and harvesting cabbage, the worker may be required to perform variable tasks related to cabbage such as the following: Irrigation, ditching hoeing, shoveling, loading, unloading, hauling, etc. Packaged cabbage may weigh from 50 to 60 pounds and may be lifted to a height of five (5) feet. Workers are exposed to wet weather early in the morning and through the heat of the day, working in fields. Temperatures may range from 40F to 95F. Workers may be required to work during occasional showers not severe enough to stop field operations. Employers will provide workers, without cost to them, with appropriate rain gear.

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

Workers should be able to work on their feet in bent position for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc, may affect workers ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Persons seeking employment in these crops should be available for the entire period requested by the grower.

ITEM 10 (cont)

Employer assures that workers will be provided transportation from living quarters to work site every day. (For workers who must be provided housing.)

Employer will accept any capable U.S. worker or workers who are capable of performing the work. Employer is willing to train worker for a period not to exceed three (3) days.

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA.

The employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary in these crops. After the 3 day training period, all workers must perform at the same level of production as other workers performing same task. (See also, Attachment 2, General Conditions).

ITEM 10 (Cont.)

Plantar, cultivar y cosechar col y otros productos agrícolas.

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

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

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

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

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

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

ITEM 10 (Cont)

El patrón asegura que proporcionara transportación a los trabajadores desde la vivienda hasta el sitio de trabajo todos los días. (Para los trabajadores a quien se le debe proporcionar vivienda).

El patrón aceptara cualquier trabajador o trabajadores estadounidenses capaces de realizar el trabajo. El Patrón está dispuesto a adiestrar al trabajador por un periodo que no exceda 3 días.

Los trabajadores deben poseer los documentos requeridos para que el Patrón pueda cumplir con los requisitos de verificación de empleo of IRCA.

El Patrón mantiene el derecho de despedir a un trabajador que obviamente sea incompetente, que finja estar enfermo o que sea un trabajador recalcitrante que esté físicamente capacitado pero que no demuestre el deseo de llevar a cabo el trabajo necesario en estas cosechas. Después del periodo de adiestramiento, todos los trabajadores deben realizar su trabajo al mismo nivel de producción que los otros trabajadores que hacen la misma tarea. (Vea también el anexo 2, de las Condiciones Generales).

ITEM 11

whichever is higher, or we offer to pay the highest rate that is in place at the time the work is performed, whether it be the Adverse Effect Wage Rate, the Prevailing Wage Rate, the Federal or State minimum wage rate, or the agreed upon collective bargaining wage, or the prevailing piece rate.

The employer guarantees to offer the workers employment for at least 3/4 of the work days of the total period during which the work order and all extensions thereof in effect, beginning with the first work day after the arrival of the workers at the place of employment and ending on the termination date specified in the work order or its extensions, if any. If the employer offers the worker during such period less employment than required under this provision, the worker shall be paid the amount which he/she would have earned had he/she, in fact, worked for the guaranteed number of days. Employee will perform other duties related to this/these crop activities and other task required in operating a farm.

Workers are paid once a week. Employer agrees to keep and maintain adequate and accurate payroll records.

If, before the expiration date specified in the work order, the service of the workers is no longer required for reasons beyond the control of the employer due to fire, or other Act of God, such as frost, flood, drought, hail, etc., which makes the fulfillment of the contract impossible, and the RA so certified, the employer may terminate the work order. In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, the worker will be returned to the place from which the worker, without intervening employment, came to work for the employer at the expense of the employer.

Employer will provide without charge, including deposit charge, all tools, supplies and equipment necessary to perform duties assigned.

In the event that a female is employed and there are no accommodations on the farm for females, then motel accommodations or the equivalent will be provided to workers to whom we must provide housing. The employer will arrange for transportation from living quarters to the worksite each day. Accommodations will include cooking facilities.

If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker.

ITEM 11 (cont) The employer will make the following deductions from the individual worker:

a.) FICA & Federal Income Tax

Workers will be responsible for making payment to employer for the following:

b.) Those for advances against wages
c.) Overpayment of wages
d.) Any loss to employer due to the worker's negligence or willful damage to tools, housing facilities and equipment.

Employer will provide workers compensation at no cost to workers covering injury and disease arising out of and in the course of workers employment. Proof of Workers' Compensation Ins will be provided to Regional Administrator prior to certification.

ITEM 12

b) When the services of the worker is no longer required for reasons beyond the control of the employer due to fire, or other acts of God, such as frost, flood drought, hail, etc., which makes fulfillment of the work period impossible and RA so certifies.

c) When the worker cannot complete the work period due to sickness related to this/these crop activities and is so certified by a doctor selected by the employer.

Upon completion of the job contract period, the employer reserves the right to charter or otherwise arrange to provide for return transportation at the employer's election.

If the worker voluntarily abandons employment before the end of the work period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing subsequent transportation and subsistence expenses.

Attachment 2
ETA 790

GENERAL CONDITIONS

All the tasks in this Job Offer constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer.

The worker understands that if he quits or is terminated for cause prior to the end of the Period of Employment, he/she will not receive the three-fourths guarantee discussed under Item 9, will not receive certain transportation reimbursements discussed under Item 17 and may not be eligible for rehire in future years.

All guarantees shall also be void from the beginning if the worker voluntarily abandons the employment or if the worker is terminated for a lawful job-related reason.

Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: (a) abandons the employment; five consecutive workdays of unexcused absences shall be an abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violation(s) of the Employer's work rule(s); the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of General Rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reason(s) for termination of employment. (f) This work agreement shall also be terminated by fire, hurricane, frost, flood, drought, hail, other act(s) of God or other calamity or reason beyond Employer's control that makes fulfillment of this Work Agreement impossible. "Reason beyond Employer's control" includes termination of worker, if he/she is not a U. S. worker because a U. S. worker makes himself available for the job under DOL's 50% rule.

The worker will be assigned to be employed under the terms of this agreement at the farming operation of one or more grower members of the Association. The worker will be informed of the name and address of the first Grower Member on or before the first day of his period of employment hereunder. Worker will be advised of the name and address of any subsequent grower member(s) by whom he/she is employed at the time of such transfer(s).

A copy of an Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

I request access to the Conditional Clearance System for temporary Agricultural Housing. Such Housing will comply with the full set of U. S. Department of Labor guidelines or Occupational Safety and Health Administration by May 21, 2012 (30) calendar days) prior to my date of need.

Elaine A. Wilder

This is to certify that Virginia Agricultural Growers Association, Inc., is filing this Job Order as Joint Employer for the Grower Members of VAGA whose names are attached.

The Employer(s) agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501. Also 20 CFR 655.122(k).

Eloise B. Wilder

WORK RULES

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

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

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

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense. Such bad work includes (but is not limited to) pulling green tobacco leaves, handling leaves so roughly as to damage them, failing to pick up good leaves that may have fallen to the ground.

2. No use or possession of beer, liquor or unlawful drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing.

3. Excessive absences will not be permitted. This is regular work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work."

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.

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

6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas.

7. Workers may not drop paper, cans, bottles and other trash in fields or packing house area. Trash and waste receptacles must be used.

8. Workers may not take unauthorized breaks from work.

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

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

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

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

13. Workers may not deliberately restrict production.

14. Any worker who physically threatens another worker, the farmer or any supervisor with any tool or weapon will be subject to immediate discharge.

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

16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.

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

18. Workers may not falsify indentification, personnel, medical, production or other work-related records.

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

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

21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerator, tools, etc.

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

NORMAS DE TRABAJO

Aunque no es nuestra intencion de que sea una lista completa, estas normas de trabajo tienen la intencion de servirle de guia a los trabajadores en cuanto a la conducta que se espera de ellos.

Con esto se notifica que violacion de los requisitos legitimos relacionados al trabajo que tenga el patrono,incluyendo estas normas de trabajo, sera considerado como motivo para despedir al trabajador. Penalidades, tales como suspension de oportunidades de trabajo para el resto del dia o hasta tres dias a la vez, pueden llevarse a cabo en el caso de violaciones menos graves.

Se espera que los trabajadores cumplan con todas las normas relacionadas a disciplina, asistencia al trabajo, cualidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrono le provea.

1. Cualquier trabajador que haga mal trabajo podra ser suspendido sin paga por el resto de un dfa de trabajo o por hasta tres dias segun la decision de su supervisor, dependiendo del grado de la infraccion, los antecedentes de trabajo del trabajador y otros factores pertinentes. El trabajador puede ser despedido si comete culquier otra ofensa. Mal trabajo incluye (pero no esta limitado a) la recogida de hojas de tabaco verdes, el manejo tosco de hojas que les cause dano, el dejar de recoger hojas buenas que hayan caido al suelo.

2. No se permite el uso o posesion de cerveza, licor ni drogas ilegales durante el tiempo de trabajo ni durante el dia de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no pueden reportarse a trabajar mientras esten bajo la influencia de cerveza, licor or drogas ilegales. No se pueden usar ni tener drogas ilegales en la propiedad del patrono, incluyendo las viviendas.

3. No se permitiran ausencias excesivas. Este es trabajo regular, de todos los dias en el cual se espera que todos los empleados esten presentes, y capaces y dispuestos a trabajar todos los dias de trabajo. Este no es trabajo esporadico ni trabajo de dia.

4. Los trabajadores deben mantener limpias y en buen estado las areas de vivienda que se les provean, dado a desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus areas de vivienda en el mantenimiento de las areas de cocina y vivienda.

5. Los trabajadores que viven en las viviendas del patrono que tengan asignadas camas literas, no pueden separar las camas literas, ya que todos los ocupantes necesitan el espacio en los dormitorios.

6. Los trabajadores que viven en las viviendas del patrono no pueden cocinar en los dormitorios ni en ninguna otra area que no sea de cocina.

7. Los trabajadores no deben arrojar papeles, botes, botellas y otros objetos en los campos o en las empacadoras. Basura y desperdicio deben de ponerse en los botes de basura.

8. Los trabajadores no pueden tomar recesos no autorizados durante horas de trabajo.

9. Los trabajadores no deben salir del campo u otra area de trabajo asignada sin permiso del hacendado o de la persona encargada.

10. Los trabajadores no pueden entrar a la propiedad del patrono sin autorizacion.

11. Los trabajadores no pueden comenzar a trabajar antes de la hora asignada, ni continuar trabajando despues de la hora de terminar.

12. Los trabajadores que vivan en las viviendas del patrono no pueden tener visita despues de las 10:30 p.m. excepto los sabados por la noche cuando las horas de visita terminan a medianoche. El patrono reserva el derecho de excluir a caulquier persona(s) de visitar las viviendas. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrono, puede dormir en los dormitorios.

13. Los trabajadores no pueden eliberadamente limitar produccion.

14. Cuaquier trabajador que amenaze fisicamente a otro trabajador, al hacendado o a cualllquier supervisor con alguna herramienta o arma sera despedido inmediatamente.

15. Los trabajadores podran ser despedidos por cualquier pelea que tengan en la propiedad del patrono, incluyendo el area de vivienda.

16. Los trabajadores no pueden poner ni remover avisos, letreros, ni otras instrucciones de los tablones de anuncios del patrono o de la propiedad del patrono sin autorizacion especifica del patrono.

17. Cualquier trabajador que le robe a otro trabajador o al patrono sera despedido.

18. Los trabajadores no pueden falsificar documentos de identificacion, personal, medicos, de produccion, ni otros documentos relacionados al trabajo.

19. Los trabajadores no pueden intencionallmente abusar o destruir ninguna Maquinaria, camion u otro vehiculo, equipo, herramientas u otra propiedad del patrono o de otros empleados.

20. Los trabajadores no pueden operar o usar camiones ni otros vehiculos, maquinas, herramientas ni otro equipo si no se le ha asignado especificamente por su supervisor. Los trabajadores no pueden usar o operar camiones ni otros vehiculos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente authorizadosr por el patrono.

21. Los trabajadores no pueden maltratar ni remover del area de la finca sin autorizacion de su supervisor, ninguna propiedad del patrono como camiones y otros vehiculos, camas, neveras, herramientas, etc.

22. Los trabajadores deben obedecer todas las normas de seguridad y las practicas de seguridad comunes y deben reportar caulquier herida o accidente inmediatamente a su supervisor o a la oficina del patrono.

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 284921

2. NAME OF EMPLOYER: VAGA

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

4. PERIOD OF EMPLOYMENT: FROM 06-21-2012 to 11/10/2012

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

6. CROP AND PAY:
CROP: Vegetables
HOURLY WAGE: $9.70
PIECE RATE: N/A

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

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

9. HOUSING CAN ACCOMODATE 8 PERSONS
___x___INDIVIDUAL
_____FAMILY

10. MEALS:

PROVIDED:_____YES___x___NO

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

WORKERS MAY DO THEIR OWN COOKING:

_____x_____YES_____NO

11. DEDUCTIONS:

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

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMBERO DE LA ORDER: 284921

2. NOMBRE DEL EMPLEADOR: VAGA

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

4. PERIODO DE EMPLEO: DEL 06-21-2012 to 11/10/2012

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

6. COSECHA Y PAGO:
COSECHA Vegetables
SUELDO POR HORA $9.70
PAGA POR UNIDAD: N/A

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

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

9. VIVENDA DISPONIBLE PARA 8 PERSONAS:
_____x_____INDIVIDUOS
_____FAMILLAS

10. COMIDAS PROVISTAS:

_____SI____x_____NO

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

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS____x_____SI_____NO

11. DEDUCCIONES:

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

CREWLEADER CHARGES NONE

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by 06-07-2012

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

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

During the period of 06-07-2012 to 06-14-2012 to
Any Job Service office will assist you in doing this.

SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS NO

12. NOTAS PARA EL TRABAJADOR:

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

El empleador ba garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sea a más tardar el 06-07-2012
Para que Ud pueda tener derecho a esta garantia de pago, tendrá que ponerse en contacto con la Oficina del Servicio de Empleo en el:

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

Durante el periodo el 06-07-2012 AL 06-14-2012 al
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

GROWERS REQUESTING WORKERS FOR Cabbage/Other Produce 06/21/12 to 11/10/12

		NO OF WORKERS
587	Banks Farm Inc. Banks, Charlie Ray 369 Windy Ridge Rd. Hillsville, Va. 24343 Carroll County 276-728-2338	6
235	Lights Farms, Inc. Light, James R. 2106 Worrell Memorial Rd. Laurel Fork, Va. 24352 Carroll County 276-398-2351	4
270	Mitchell, Alan 57 Dan Valley Farm Rd. Claudville, VA 24076 Patrick County 276-251-5077	7
558	Painter, Eldon 2496 Pilot View Rd. Hillsville, Va. 24343 Carroll County 276-952-2388	7
440	Worrell Family Farms LLC Worrell, W. Alan 879 Sunrise Drive Austinville, VA 24312 Carroll County 276-728-2786	8
	Grand Total Workers to Certify:	**32**

COMMUNITY SERVICES

STATEWIDE HUMAN SERVICES INFORMATION REFERRAL
1-800-230-6977

CARROLL COUNTY HEALTH DEPARTMENT
605-15 PINE STREET
HILLSVILLE, VA 24343
276-728-2166

CARROLL COUNTY SOCIAL SERVICES
605 PINE STREET
HILLSVILLE, VA 24343
276-728-9186

HOTLINE AND CRISIS
C.D.C. NATIONAL AIDS HOTLINE
TOLL FREE (24 HOURS) 1-800-342-2437
SIDA (IN SPANISH) 1-800-344-7432

EMERGENCY SERVICE

CARROLL COUNTY FIRE DEPARTMENT
9-1-1
ALL OTHER PURPOSES
276-728-4146

CARROLL COUNTY RESCUE SQUAD
9-1-1
ALL OTHER PURPOSES
276-728-4146

SHERIFF'S OFFICE

9-1-1
ALL OTHER PURPOSES
276-728-4146

HOSPITAL

TRI-AREA HEALTH CLINIC
276-398-2298

FAMILY HEALTH CENTER
702 PINE STREET
HILLSVILLE, VA 24343
276-728-2401