Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 548720 3. Employer Name: Eagle Tree Farm
4. From: Agriculture & Foreign Labor Program Manager Virginia Employment Commission 2211 Hydraulic Rd Charlottesville, VA 22901	5. OES Job Code, Title and Number of Positions Available 45-2092.02 88 positions Farmworker, Vegetable

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) Kendal Shaver	Title: Agriculture & Foreign Labor Program Manager	Telephone Number: 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):
EAGLE TREE FARM, INC.
754 Leedstown Rd
Colonial Beach, VA 22443

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 54-2044115

b) Telephone Number / Número de Teléfono: (804) 224-1990

c) Fax Number / Número de Fax: (804) 224-1998

d) E-mail Address / Dirección de Correo Electrónico:
joe@parkerfarms.net

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:
754 Leedstown Rd, Colonial Beach, VA 22443

From US 301/VA 3: East on VA 3 (Kings Hwy); right onto Leedstown Rd at Oak Grove Shell Station; travel 8 miles; farm on left.

Fixed-site employer. Employer owns and/or controls the worksite.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:
Site #1: 754 Leedstown Rd, Colonial Beach, VA 22443
Site #2: 1001 Layton Landing Rd, Colonial Beach, VA 22443

See attached map with driving directions.

a) Description of Housing / Descripción de la vivienda: Barracks (Cap 88)

MAR 2015
V.E.C.
CHARLOTTESVILLE

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, Vegetable

5. Job Order No. / Num. de Orden de Empleo:
548720

6. Address of Order Holding Office (include Telephone number) / Dirección de l Oficina donde se radico la oferta (incluya el número de teléfono):
5240 Oakleaf Blvd
Hopewell, VA
(804) 541-6548
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:
3/27/15

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
9/1/15

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
From / Desde: 05/20/2015 To / Hasta: 12/15/2015

10. Number of Workers Requested / Número de Trabajadores Solicitados:
88

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 35

Sunday / Domingo 0
Monday / Lunes 6
Tuesday / Martes 6
Wednesday / Miércoles 6
Thursday /Jueves 6
Friday / Viernes 6
Saturday / Sábado 5

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:
7 a.m. to 3 p.m.

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

Employer / Empleador: Yes / Si ☐ No ■

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries. These board arrangements apply only to workers living in employer-provided housing.

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.

All local and intrastate applicants may be referred directly to the employer for interview as follows: Consultants should fax or email the referral card containing the referral candidate's name, address and telephone number to employer first, then instruct the applicant to call the employer directly to schedule a personal interview. Hours for referral candidate to call the employer are 9:00 a.m. to 1:00 p.m., Monday-Friday, excluding all federal holidays. Referral candidates MUST call the employer and schedule an interview appointment prior to coming. No referral candidate is to go to the employer's address or work site without a scheduled interview. All interstate applicants interested in this job offer should first contact Kendal Shaver, Agricultural and Foreign Labor Program Manager, Virginia Employment Commission, Tri-Cities Local Office, 5240 Oaklawn Blvd., Hopewell VA 23860 at (804) 541-6548 prior to contacting the employer. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers recruited against the job offer from within normal commuting distance will not be provided housing, subsistence or transportation. All applicants must be able (with or without reasonable accommodation), willing, and qualified to perform all the work described, and must be available for the entire anticipated period of employment. There is no offer or guarantee to be recalled for future employment except for the required solicitation of certain former U.S. workers in compliance with 20 CFR § 655.153.

Employer Fax # 804-224-1998 or email: joe@parkerfarms.net
Employer Voice # 804-224-1990

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

Cultivate and hand-harvest long green cukes, sweet corn, broccoli, and squash. Workers will walk along rows as specified by employer and remove weeds and grass from fields by hand or using a hoe. Load and unload long green cukes, sweet corn, broccoli and squash. Operate and perform minor maintenance on farm vehicles and equipment. Perform farm, field and shed sanitation duties. Prolonged standing, bending, stooping and reaching. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process. Must be able to lift 75 lbs. to shoulder height repetitively throughout the workday and able to lift and carry 75 lbs. in field. Use of personal cell phone or other personal electronic device during working hours strictly prohibited except for work-related calls or emergencies and violation may result in immediate termination. Requires three months verifiable farm worker experience in the crop activities listed. (Continued on ETA 790 Attachments – Item 16)

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Sí ■ No ☐ If yes, number of months preferred: / Si es así, numero de 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 __75____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 Feriados no obligatorio

17. 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 / /
Long Green Cukes	$10.32	$0.52 per 5/8 bu. bucket	NONE	Social Security / Seguro Social	■	☐	Weekly / Semanal ■
Sweet corn	$10.32	$0.80 per box of picked & packed product	NONE	Federal Tax / Impuestos Federales	■	☐	
Broccoli	$10.32	$0.95 per box cut crowns or $2 per box of packed bunches	NONE	State Tax /Impuestos Estatales	■	☐	Bi-weekly/ Quincenal ☐
Squash	$10.32	$1.50 per box of picked & packed product	NONE	Meals / Comidas	☐	■	
				Other (specify) / Otro (especifica)	■	☐	Monthly/Mensual ☐
							Other/Otro ☐

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

In accordance with 20 CFR § 655.122(l) governing rates of pay, the wage rate offered herein is the highest of the adverse effect wage rate, the prevailing hourly rate, the agreed upon collective bargaining wage, or the federal or State minimum wage, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate. (See ETA 790 Attachments – Section 18 for more details about the pay.)

19. Transportation Arrangements / Arreglos de Transportación

For those workers recruited outside the area of intended employment, transportation and subsistence expenses will be reimbursed by the employer in accordance with 20 CFR § 655.122(h). Inbound transportation will be reimbursed on the basis of no less (and is not required to be more than) the most economical and reasonable charges for the distance involved. The subsistence reimbursement will be the amount the employer would charge for providing the worker three meals per day of $11.86 per day or workers providing receipts will be reimbursed up to the amount authorized by the continental U.S. per diem rate of $46 as computed by the GSA method. Payments will be made based upon the date of publication of the H-2A Program Allowable meal charges in the Federal Register. See Item 28 for full disclosure of the terms and conditions of the transportation benefit.

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

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

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ■ No ☐

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ■ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Si ■ No ☐

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

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

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 ☐

**Employer represented by and this job order prepared by:
Andrew M. Jackson, Attorney
Andrew Jackson Law
407 College Street
Clinton, NC 28328
(910) 592-4121
Fax #590-1012
andy@jacksonlegalagworkers.com

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.

EAGLE TREE FARM, INC.
By: Joseph M. Parker, Manager
Employer's Printed Name & Title / Nombre y Titulo en Letra de Molde/Imprenta del Empleador

Employer's Signature / Firma y Titulo del Empleador

03/19/2015
Date / Fecha

READ CAREFULLY, In view of the statutonly 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.

Item 3, DISCLOSURE OF HOUSING TERMS AND CONDITIONS:

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than thirty (30) days in advance of the date of need reflected on the attached ETA 790. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. Workers recruited against this job order from within normal commuting distance will not be provided housing, subsistence, or transportation. The housing provided is group housing. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer. Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Housing will be clean and meet applicable federal, State, and local standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishings.

Item 19, TRANSPORTATION ARRANGEMENTS:

Transportation to place of employment. If the employer has not previously advanced such transportation and subsistence costs to the worker or otherwise provided such transportation or subsistence directly to the worker by other means and if the worker completes fifty percent (50%) of the work contract period, employer will reimburse worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer to the employer's place of employment. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR 655.173(a), which is currently $11.86 per day. These arrangements apply only to workers who are recruited outside the area of intended employment.

Transportation from last place of employment to home country. If the worker completes the work contract period, or if the employer is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide or pay for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR § 655.173(a), which is currently $11.86 per day. The employer's obligation to provide or pay return transportation and subsistence continues if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in 20 CFR § 655.135(d) with respect to referrals made after the employer's date of need. These arrangements apply only to workers who are recruited outside the area of intended employment.

Transportation between living quarters and worksite. For those workers living in housing provided or secured by the employer, employer will provide transportation between such housing and the employer's daily worksite at no cost to the worker. Such transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

Transportation for commuting workers between designated daily job reporting site and daily worksite. For commuting workers not living in housing provided or secured by the employer who report to a designated daily job reporting site, will provide transportation between such designated daily job reporting site and the employer's daily worksite at no cost to the worker, and return transportation from the daily work site back to the designated reporting site at no cost to the worker. Such transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

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.

EAGLE TREE FARM, INC.

Employer's Name By: Joseph M. Parker, Manager Date: 03/19/2015

Employer's Signature

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

ATTACHMENTS TO ETA 790
For
EAGLE TREE FARM, INC.
Anticipated Period of Employment from 05/20/2015 to 12/15/2015

§ 16, JOB DESCRIPTION AND REQUIREMENTS:
Cultivate and hand-harvest long green cukes, sweet corn, broccoli, and squash. Workers will walk along rows as specified by employer and remove weeds and grass from fields by hand or using a hoe. Load and unload long green cukes, sweet corn, broccoli and squash. Operate and perform minor maintenance on farm vehicles and equipment. Perform farm, field and shed sanitation duties. Prolonged standing, bending, stooping and reaching. The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process. Must be able to lift 75 lbs. to shoulder height repetitively throughout the workday and able to lift and carry 75 lbs. in field. Use of personal cell phone or other personal electronic device during working hours strictly prohibited except for work-related calls or emergencies and violation may result in immediate termination. Requires three months verifiable farm worker experience in the crop activities listed.

Long Green Cucumbers: Move along row, stoop and bend to pick developed long green cucumbers and place into 5/8th bushel bucket. Carry full buckets to a nearby truck for dumping, receive ticket or token in emptied bucket and return to assigned row to continue task. Workers must "clean the vines" (pick all cucumbers of marketable size) and larger as specified by employer. Workers will be required to stay on their assigned row. Worker must be careful to avoid damaging vines, blooms and smaller cucumbers. May be required to block and thin cucumbers and perform general cultivation work and move tractors or trucks on the farm incidental to picking. Workers may be required to perform other duties as required by employer.

Sweet Corn/Broccoli/Squash: Workers will bend and stoop to pick vegetables according to size, color, shape, and degree of maturity and place into field containers. Workers may cut developed produce from plant and place into bucket. Workers may carry full bucket containing vegetables and empty into field bin or load onto truck or trailer. May be required to pull and discard culls as directed by supervisor. Workers must take care not to bruise or scar produce. Worker will return to assigned row/area and repeat the process. Worker must pick plants clean of correct size and maturity. Produce may be graded and packed in the field. Produce must be washed thoroughly.

Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand-cultivation tasks, weeding or hoeing various crops. All other duties assigned under this Order will be those duties of Farm Worker, Diversified Crops, DOT code 407.687-010 (SOC (ONET/OES) code 45-2092.02). 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.

All workers are required to follow common sanitary practices at all times. This is particularly important when hand-harvesting crops for human consumption. Workers are required to cleanse their hands by washing thoroughly with soap and water before entering field for harvest activities and after each break. Smoking and the use of tobacco products prohibited during working time.

Full Growing Season Commitment: The job offered requires that the worker be available for work six (6) hours per day Monday through Friday and five (5) hours on Saturday everyday that work is available and for the full anticipated period of employment, even though work may be slack for brief periods of time. The worker agrees to be available for work and performed assigned tasks whenever work is available

through the full period of anticipated employment. Work available is defined as, no work required on the worker's Sabbath or Federal holidays, but work is required six (6) hours per day Monday-Friday, and five (5) hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the anticipated period of employment, the worker will forfeit the ¾ guarantee and reimbursement of certain transportation costs. Excessive absences and/or tardiness cannot be tolerated and may result in termination.

Daily individual work assignments, crew assignments, and location of work will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Cultivar y cosechar pepinos y brocoli y calabasita y maiz dulce. Los trabajadores ira a lo largo de la hilera especificado por el Patron or Supervisor y sacando las llerva y sacate con las manos o usando un asadon. Cargar y descargar pepinos y broccoli y calabasita y maiz dulce. Operar y hacer mantenimiento envehiculos y equipo de granja y deberes de limpieza sanitaria de granja, campo y cobertizo. Estar agachado y levantar hasta 75 libras y estirarse por mucho tiempo. El uso o la posesión o el estar bajo de la influencia de drogas ilegales o del alcohol durante horas de trabajo esta proibida. Los trabajadores pueden ser requerido que se sometan a una prueba al azar de droga o alcohol sin costo al trabajador. La falta de someterse a este requerimiento o prueva positiva de uso resultara en la terminacion de empleo. Uso de teléfonos celulares durante las horas de trabajo y resultara en la terminacion de empleo, excepto para las llamadas relacionadas con el trabajo o emergencias. Tre meses más experiencia comprobable de trabajo cosecha cultivos requiere.

El trabajador llevara a caso alguna o todas las siguientes tareas segun instrucciones del Patron o Supervisor.

PEPINOS: El trabajador ira a lo largo de la hilera, agachandose y doblandose para recoger todos los pepinos de dimetro correcto. Los trabajadores cargaran las cubetas llenas a un camion cercano para vaciarlos y recibir una ficha o cupon en el cubo vacido y regresar al surco asignado por el Patron o Supervisor para continuar la tarea. Trabajadores deben "limpiar las Guias" (Piscar toda la fruta de tamano comerciable) como se lo exige el patron, se le exige al trabajador que se quede en el surco asignado. El trabajador debe tener cuidado de no danar las enredaderas (guias), flores y pepinos pequeno. Se le puede requerir que entresaque los pepinos y los mantenga creciendo dentro de las hileras, y tambien llevar a cabo trabajo general de cultivo y mover tractores o camiones en el camp en relacion a la recogida. Se le puede exigir que lleve a cabo otras tareas segun lo requiera el patron. Se le exige al trabajador que se quede en el surco asignado.

CALABASITA/BROCOLI/MAIZ DULCE: Los trabajadores cortaran las calabacitas crecidas de la planta y las colocan en un balde. Cuando el balde esta lleno , los trabajadores le pasan el balde a otro trabajador y le daran otro balde vasido. A los trabajadores le daran una ficha por cada balde. El trabajador regresara a la hilera / area designada y volvera a repetir el proceso. El trabajador debe de cortar todas las calabasitas de tamano y madures correcta. Las calabasitas se graduan y empaquetan en el campo. Las calabasitas deben de ser lavadas por completo.

CONDICIONES GENERALES APLICABLES A TODOS LAS COSECHAS: Se les podra pedir a los trabajadores que efectuen labores agricolas en la finca que esten relacionadas con los cultivos enumerados en la solicitud, como labores de cultivo manual extraccion de mala hierba o cava de

diversos cultivos. Cualquier otro labor que se asigne en virtud de la presente orden sera el prescrito por trabajador agricola, cultivos diversificados, codigo DOT 407.687.010 (SOC (ONET/OES) code 45-2092.02). Esta es un negocio muy exigente y competitivo en cual las especificaciones de calidad deben ser adherido rigurosamente. Trabajo lodoso no puede ser ni sera tolerado.

Todos los trabajadores están obligados a seguir las practices sanitarias comunes en todo momento. Esto es particularmente importante cuando mano-cosecha de cultivos para el consumo humano. Los trabajadores están obligados a limpiar sus manos mediante lavado con agua y jabón antes de entrar en el campo de las actividades de cosecha y después de cada descanso. Fumar y el uso del tabaco prohibido durante el tiempo de trabajo.

COMETERSE CON EL CRECIMIENTO DE TEMPORADA LLENA: El trabajo que se ofrece require que los trabajadores estan disponibles para trabajar seis (6) horas por dia, de lunes a viernes y cinco (5) horas el Sabado y todos los dias que higa trabajo y tambien por la temporada de trabajo que se encuentra, asi como el trabajo se aflojera por un tiempesito. El trabajador conformara que cuando higa trabajo este disponible para hacer las tareas cuando higa trabajo y sobre la temporada llena de empleo o que se encuentra. El trabajo disponible es definido como, no se trabajara en el tiempo de Sabat o en la temporada de las vacciones federales, pero el trabajo si se require seis (6) horas por dia de Lunes - Viernes, y cinco (5) horas los Sabados.

El trabajador entiende que si abandonan su trabajo de empleo o son terminados de empleo por causa antes de la temporada de empleo, o terminacion o como se encuentran, el trabajador pierdera la guarantia de 3/4 de reembolso de ciertas costos de transportacion. Ausentes o tardes no seran toleradas y resultaran con terminacion.

El trabajo diario asignado y los trabajadores asignados, y la locacion sera asignado por, y nada mas por, el manejante de la labor o supervisor, o como se nececite en las operaciones dictadas sobre la operaciones de labor. Los trabajadores se le asignaran una variedad de ordenes en qualquier dia o tareas diferentes en diferente dias. Trabajadores seran disponibles para hacer las ordenes y el trabajo en cualquier cosecha asignada por el Patron o Supervisor.

§ 18, MORE DETAILS ABOUT THE PAY:
In accordance with 20 CFR § 655.122(l) governing rates of pay, the wage rate offered herein is the highest of the adverse effect wage rate, the prevailing hourly rate, the agreed upon collective bargaining wage, or the federal or State minimum wage, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

The employer will pay the prevailing piece rate in a crop activity for which a piece rate is specified if the DOL determines that a higher piece is prevailing in the crop activity in the area of intended employment than the piece rate specified herein. In the event DOL announces a lower prevailing piece rate in a crop activity for which a piece rate is specified herein, the employer reserves the right to pay the lower prevailing piece rate as soon as it is announced by DOL. In order to assure workers fair earnings, the employer may in its discretion temporarily raise the piece rate above the offered piece rate herein or may elect to pay workers at the highest hourly rate when, in the employer's judgment, working conditions are unusually adverse. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment other than the hourly rate specified herein. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is higher or lower than the AEWR herein, the highest of the adjusted AEWR, the prevailing hourly rate, the agreed upon collective

bargaining wage, or the federal or State minimum wage will become the new wage rate. In other words, the wage rate may increase or decrease during the life of this contract by DOL notification of such change. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law; cash advances and repayment of loans; repayment of overpayment of wages to the worker; payment for articles which the worker has voluntarily purchased from the employer; long-distance telephone charges; recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage.

The employer will not pay the worker a bonus.
Payroll periods will be weekly. On or before each payday, workers will be provided with an hours and earnings statement, which contains, at a minimum, (i) total earnings for the pay period; (ii) hourly rate and/or piece rate of pay; (iii) hours of employment offered to the worker (showing offers in accordance with the 3/4ths guarantee separate from any hours offered over and above the guarantee); (iv) hours actually worked by the worker; (v) itemization of all deductions; (vi) if piece rates are used, the units produced daily; (vii) beginning and ending dates of the pay period; and, (viii) the employer's name, address and FEIN, all in compliance with 20 CFR § 655.122(k), and all federal and State requirements.

Employer guarantees to offer workers employment for a total number of work hours equal to a least three-fourths (3/4ths) of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment and the worker is ready, willing, able and eligible to work, and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as specified hereinbelow. Details of the 3/4ths guarantee are outlined in 20 CFR § 655.122(i). For purposes of this guarantee, a "workday" consists of six hours daily Monday through Friday and five hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. The calculated maximum amount of the three-fourths guarantee under this work contract at the AEWR currently in effect is $8,127.00 [(30 work weeks x 35 offered hours per week) = 1050 total anticipated hours in contract x 0.75 = 787.5 maximum potential hours guaranteed to be offered x $10.32], which calculation is subject to decrease in the event of contract impossibility or increase in the event of an approved extension. Pursuant to 20 CFR § 655.122(n), workers who voluntarily abandon employment or are terminated for cause, and where the employer provides timely notification to the NPC and DHS, will relieve the employer for subsequent transportation and subsistence costs and the 3/4ths guarantee. The employer may terminate the work contract where the services are no longer required for reasons beyond the employer's control due to fire, weather, or other Act of God. In the event of contract impossibility, the employer will fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, the employer shall perform its obligations prescribed at 20 CFR § 655.122(o)(1-3). Reasonable efforts will be made to transfer a worker terminated for contract impossibility to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable.

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.

Employer will provide a worker referred through the Interstate Clearance System a full week's work for the week beginning with the anticipated date of need in accordance with 20 CFR 653.501(d)(2)(v)(A), unless employer has amended the date of need by notifying the local order-holding 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 referred through the Interstate Clearance System the first week's wage guarantee starting with the originally anticipated date of need. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine (9) working days and no later than five (5) working days before the date of need, the worker will be disqualified from the above-mentioned guarantee. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. Alternative work will be general farm labor and farm maintenance activities that are incidental to farming the crops listed in the application. The amount of the first week's wage guarantee at the AEWR currently in effect is 35 hours x $10.32 = $361.20.

OTHER CONDITIONS OF EMPLOYMENT, CLARIFICATIONS, AND ASSURANCES:

REQUIRED ASSURANCES: The employer agrees to abide by the regulations at 20 CFR §§ 655.135 and 653.501. The employer adopts and incorporates by reference all required assurances set out at 20 CFR § 655.122. To the extent there is any discrepancy between this Form ETA 790 and Attachments, the required assurances statement attached to this Form ETA 790, or the Immigration and Nationality Act (the "INA") and any applicable H-2A regulations, then the INA and the applicable H-2A regulations shall always control.

ASSURANCE OF CONTINUOUS WORKER'S COMPENSATION INSURANCE COVERAGE: Pursuant to 20 CFR 655.122(e)(1), the employer will provide worker's compensation insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Prior to labor certification determination, the employer will provide proof of worker's compensation insurance coverage to the certifying officer in accordance with 20 CFR 655.122(e)(2). In the event that the current coverage will expire during the period of need reflected on attached ETA 790, Item 9, the employer gives written assurance of its intent to renew and maintain continuous coverage for the entire dates of need, as evidenced by the signed and dated ETA 790 to which this assurance is attached.

CONDITION OF EMPLOYMENT: All applicants must be able (with or without reasonable accommodation), willing, and qualified to perform all the work described, and must be available for the entire anticipated period of employment. The job offered is temporary and full-time only for the stated anticipated period of employment and any approved extension thereof. There is no offer or guarantee to be recalled for future employment except for the required solicitation of certain former U.S. workers in compliance with 20 CFR § 655.153.

EARNINGS RECORDS: Accurate and adequate earnings records will be kept in accordance with 20 CFR § 655.122(j). All records will be available for inspection and transcription by the U.S. Secretary of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation (an Entry of Appearance as Attorney or Representative, Form G-28, signed by the worker confirming such representation). Such record will be made available for inspection and copying within 72 hours following notice from the U.S. Secretary of Labor or a duly authorized and designated representative, and by the worker and designated representatives as described in this paragraph.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any worker whose services 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. Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract beginning with the first workday after the arrival of the worker at the place of employment or the advertised first date of need, whichever is later, and ending on the date of termination.

The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with 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 worker's 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 and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. These transportation arrangements apply only to those workers recruited from outside the area of intended employment.

TERMINATIONS: The employer may terminate the worker with notification to the appropriate State and federal agencies if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails to keep up with other workers in the field or hinders another worker's productivity; (d) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (e) provides other lawful job-related reason(s) for termination of employment; (f) abandons his employment; (g) fails to meet applicable production standards when production standards are applicable; (h) falsifies identification, personnel, medical, production, or other work-related records; (i) fails or refuses to take an alcohol or drug test; (j) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (k) commits an act or acts of insubordination, including the failure to regard employer's authority; (l) lies or provides a false statement to the employer; (m) collects any money or other thing of value from prospective employees or current employees in order for the payor to work for this employer; (n) violation of employer's safety rules; (o) unauthorized or illegal possession, use or sale of alcohol or controlled substances on employer's premises or during working hours, while engaged in work activities or in employer's vehicles; (p) unauthorized or illegal possession, use or sale of weapons, firearms, or explosives on employer's premises or in employer's vehicles; (q) theft or dishonesty; (r) inappropriate physical contact; (s) harassment; (t) discrimination or retaliation; (u) disrespect toward fellow workers, visitors or other members of the public; (v) performing outside work or use of employer's property, equipment or facilities in connection with outside work while on employer's time; (w) poor attendance or poor performance. The grounds for immediate termination listed above are not all inclusive. All termination decisions will be based on an assessment of all relevant factors.

In the event of termination from medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable cost of transportation and subsistence incurred by the worker to get to the place of employment. These arrangements apply only to workers who are recruited outside the area of intended employment.

REPORTING ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:
The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive days without the consent of the employer. The employer will not be responsible for providing or paying for reported workers a) subsequent transportation and subsistence expenses, and b) the worker will not be entitled to the 3/4 guarantee.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

AGRICULTURAL WORK AGREEMENT: A copy of the work contract will be provided to the worker by the employer no later than on the day work commences. For an H-2A worker, a copy of the work contract will be provided no later than the time at which the worker applies for the visa. For an H-2A worker going from an H-2A employer to a subsequent H-2A employer, a copy of the work contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be 88, of which 88 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total work force needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The working conditions will comply with applicable federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity Employer and will offer United States workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer non-immigrant workers.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

SUBSTANCE ABUSE POLICY: The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process.

REQUIRED DEPARTURE: H-2A workers are required to leave the United States at the end of the period certified by the Department of Labor or separation from the employer, whichever is earlier, as required under 20 CFR § 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer. This shall serve as official notification of this requirement to any H-2A worker employed under the agricultural work agreement.

PROHIBITIONS AGAINST EMPLOYEES PAYING FEES: The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. § 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR § 655.135(j). Costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition.

CONTRACTS WITH THIRD PARTIES COMPLY WITH PROHIBITIONS: The employer has contractually forbidden any foreign labor contractor or recruiter, if any, whom the employer engages, either directly or indirectly, in international recruitment of H-2A applicants to seek or receive payments from prospective employees, except as provided for in Department of Homeland Security regulations at 8 CFR § 214.2(h)(5)(xi)(A). Likewise, all employees are prohibited from collecting any money or other thing of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the

injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment.

NOTICE OF WORKER RIGHTS: The employer agrees to post and maintain in a conspicuous location at the place of employment a poster to be provided by the Secretary of Labor as described at 20 CFR § 655.135(l), when such poster is available from the Secretary.

Virginia Employment Commission	Virginia Comision de Empleo
Tri-Cities Local Office	**La Oficina de Tri-Cities**
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: 548720	1. Numero de el Orden: 548720
2. Name of Employer:	2. Nombre del Empleador:
Eagle Tree Farm, Inc	Eagle Tree Farm, Inc
3. Location of Employer & Directions:	3. Lugar y Direccion del Empleador:
(See ETA 790)	(Mira el papel ETA 790)
4. Period of Employment:	4. Periodo de Empleo:
From 05/20/2015 to 12/15/2015	Del 05/20/2015 to 12/15/2015
5. Work Schedule: Minimum of 6 hrs per Day, 5 days per week & 5 on Saturday	5. Horario de trabajado: Horas por dia 6 De dias por semana 5 y 5 horas Sabado
6. Work to be performed: Horticultural	6. El trabajo: Horticola
Hourly Wage: $ 10.32 per hour	Sueldo por Hora: $ 10.32 a hora
7. Transportation provided: From labor camp to work site & return: X Yes ___ No	7. Transportacion provista: del encampamento al la huerta y vuelta: X Yes ___ No
8. Housing & Accommodations: 88 Individual 0 Family	8. Vivenda Disponsible para: 88 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: 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 notifies this job service office of a later starting date by: 5/6/15 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	11. Notas para los trabajadores: Una copia del orden completa esta disponible en la oficina par su inspeccion. El empleador ha garantizado el pago por su primera semana de empleo, a menos que este notifique al servicio de empleos que la fecha de comenzar a trabajar sera astrasda, y que tal notificacion sea a mas a tardar el 5/6/15 Para que ud pueda tener a esta garantia de pago, tendra que ponerse en contacto con: Virginia Comision de Empleo 5240 Oaklawn Blvd Hopewell, VA 23860 804-541-6548
During the period of 5/7/15 to 5/13/15, any job service will assist you in doing this.	Durante el periodo del 5/7/15 al 5/13/15, cualquier oficina del servicio de empleos le asistira.