

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 718553	
4. From: Agriculture & Foreign Labor Program Manager Virginia Employment Commission 2211 Hydraulic Rd Charlottesville, VA 22901	3. Employer Name: <i>Happy Family Ranch</i> 5. OES Job Code, Title and Number of Positions Available <i>45-2092-02</i> <i>6 post holes</i> <i>Farm worker, Crop</i>	
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) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
9. By: ES Agency Representative	Telephone Number:	Date Signed:



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

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

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

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

<p>1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):</p> <p>Juan and Maria Pineda DBA Happy Family Ranch, Inc 12507 Elk Run Church Rd Midland Virginia 22728</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 46-3886823</p> <p>b) Telephone Number / Número de Teléfono: (703) 392-3995</p> <p>c) Fax Number / Número de Fax: (703) 392-7775</p> <p>d) E-mail Address / Dirección de Correo Electrónico: newera98@msn.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p> <p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2093.00</p> <p>5 Job Order No / Num. de Orden de Empleo: 718553</p> <p>a) SOC (O*NET/OES) Occupational Title / Título Ocupacional: Farmworker: Ranch animals</p> <p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono) 100 Premier Pl Winchester VA 22602 540-722-3415</p> <p>a) Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa): Cindy Webb 540-535-2862</p> <p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 1/6/2016</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 7-16-2016</p>
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: 12507 Elk Run Church Rd Midland VA 22728</p>	<p>9. Anticipated Period of Employment / Período anticipado o previsto de Empleo: From / Desde: 03/01/2016 To / Hasta: 11/30/2016</p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: 12507 Elk Run Church Rd, Midland, VA 22728</p> <p>Take US-29 to VA-28; South on US-17/Marsh Rd; 3.7 miles left onto VA-644/Ritchie Rd.; 3.3 miles right onto VA-806/Elk Run Rd; 1.6 miles left onto VA-634/Elk Run Church Rd; 1.4 miles on the right</p>	<p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 6</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40</p> <p>Sunday / Domingo _____ Thursday / Jueves ^a _____ Monday / Lunes ^a _____ Friday / Viernes ^a _____ Tuesday / Martes ^a _____ Saturday / Sábado _____ Wednesday / Miércoles ^a _____</p>
<p>a) Description of Housing / Descripción de la vivienda: Free housing is provided in a furnished 5 bedroom house to those workers who are not able to reasonably travel to and from their residence. The house has a full kitchen/cooking facilities, cooking and eating utensils with a dining area. Other common areas will be shared by the workers. Utilities will be paid by the employer. Medical facilities are located in Fauquier Hospital at 500 Hospital Dr, Warrenton, VA 20186.</p> <p>SPANISH: Se provee vivienda gratuita en una casa amueblada de 5 dormitorios para los trabajadores quienes no pueden razonablemente viajar desde y hacia su vivienda. La casa tiene una cocina completa/instalaciones de cocinar, utensilios para cocinar y comer con un comedor. Las otras áreas in común serán compartidas por los trabajadores. Las utilidades serán pagadas por el empleador. Centros médicos están localizados en Fauquier Hospital at 500 Hospital Dr, Warrenton, VA 20186.</p>	<p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada See Attachment</p> <p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

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

Employer will provide free and convenient cooking and kitchen facilities so that workers can prepare their own meals. Workers will have access to transportation to get food and supplies when needed. If 3 daily meals are provided to workers, the maximum charge the employer may impose on workers is \$11.86 per 20 CFR 655.122. Dining, full kitchen/cooking facilities and other common areas will be shared by all the workers.

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

The actual employment offer is at the sole discretion of the employer.

Referrals will be accepted from local State Workforce Agency (SWAs). Workers meeting all qualifications should be referred to employer. Employer will receive referrals, interview workers, and make hiring commitments. Employer will recruit through word-of-mouth efforts. Employer will contact any U.S. workers who previously worked for employer during the previous season.

For recruitment purposes, please direct all calls from the Job Service office to Maria or Juan Pineda at (703) 930 1359. The employer will not accept collect calls from applicants. The employer will accept telephone calls from interested U.S. workers. The employer will be available for phone interviews Monday - Friday from 9:00 am to 3:00 pm.

SWAs should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. Workers must be available and indicate willingness to work the entire season; must have be fully apprised by the local employment office of the terms, conditions, and nature of employment; be legally entitled to work in the U.S.; and be able, willing, and qualified to perform the work.

Workers must possess documentation of legal right to work in the U.S. within 3 days of their start date and will be examined by the employer as a condition for completing the hiring process. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to U.S. Law.

Happy Family Ranch, Inc. will abide by the requirements and assurances of 20 CFR § 653.501 in the processing and/or hiring of individuals referred through the clearance system.

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

Farmworkers will drive tractors; plow, harrow and fertilize soil; clear and prepare land for corn and hay. Cultivate, plant, spray and harvest crops, using tractor drawn equipment. Feed cows, pigs, goats, horses, chickens, fish, and peacocks, observing general condition and health of animals; administer simple medications as needed under farmer's direction. Check water and food supply. Haul hay to animals if during grass shortage. Make sure the animals are walking properly and not showing signs of bone or muscle pain. Examine animals for lumps. Continuously move the cows to a different pasture. Clean barn and maintain the animal areas clean; remove waste. Spray the animals for flies. Assist with calving. Help pigs give birth, clean and feed piglets if necessary. Herd animals to holding areas at night. Deworm cows, horses, pigs, and goats. Tag cows and pigs. Repair and maintain fences, farm machinery, shelters, and barns around the farm.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si 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 _____ 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 / Inclinandose o agachándose con frecuencia
- OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/SI	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Farmworker	\$ 10.72	\$ N/A		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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

See Attachment

19. Transportation Arrangements / Arreglos de Transportación

Employer will reimburse transportation and subsistence costs from the place where the worker departed to work for the employer to the place of employment, upon completion of 50% of the contract. Upon completing the contract, employer will provide or pay for the transportation and reasonable subsistence to place of recruitment by the most economical carrier or other transportation, except if the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay for such costs.

The minimum subsistence rate required by the regulations is \$11.86 U.S.D. per day. The maximum dollar amount which will be reimbursed to workers who submit receipts is \$46.00 per day.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or if the termination is from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse workers for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

Transportation between the worker's on-site housing and work site will be provided by employer at no cost to the worker.

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

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

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

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

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

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

None

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

None

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

Yes/Sí No

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

Maria Pineda

President

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



Employer's Signature / Firma y Título del Empleador

12/17/2015

Date / Fecha

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

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

PUBLIC BURDEN STATEMENT

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

DECLARACION DE CARGA PÚBLICA

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

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

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

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

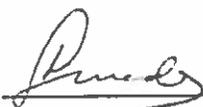
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Maria Pineda Date: 12/19/2015

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.

Addendum

6 Unnamed, Farmworkers, Form: ETA-790 (Page 1)

2 Location and Direction to Worksite continued:

12507 Elk Run Church Rd, Midland, VA 22728 - Take US-29 to VA-28; South on US-17/Marsh Rd; 3.7 miles left onto VA-644/Ritchie Rd.; 3.3 miles right onto VA-806/Elk Run Rd; 1.6 miles left onto VA-634/Elk Run Church Rd; 1.4 miles on the right

6262 Black Horseman Lane, Midland, VA 22728 - Take US-29 to US-17 South; 1.3 miles left onto Old Marsh Rd.; 0.1 miles left on VA-663/Balls Mill Rd; 0.7 miles left onto VA-674/Green Rd.; 1.1 miles left onto Black Horseman Ln.; 0.09 miles on the right.

We farm in two locations that are 13 miles apart. We have trucks and will provide transportation between both farms. We have horses, goats, chickens and fish at Black Horseman Lane. On Elk Run Church Road, we have cows, pigs, goats, corn and hay. All worksites are owned by the employer.

16 Job Specifications continued:

Trabajadores agrícolas manejarán tractores; arar, rastrar, y fertilizar la tierra; aclarar y preparar el terreno para maíz y heno. Cultivar, plantar, rociar y cosechar los cultivos, usando equipo traídos por tractores. Alimentar las vacas, cerdos, cabras, caballos, gallinas, pescados, y pavorreales, observando la condición general y salud de los animales; administrar medicamentos simples necesitados bajo la dirección del granjero. Revisar el suministro de agua y comida. Acarrear heno para los animales cuando hay escasez de pasto. Asegurarse que los animales están caminando apropiadamente y no están demostrando señas de dolor de hueso o muslo. Examinar los animales por bultos. Continuamente mover las vacas a un pasto diferente. Limpiar el granero y mantener el área de los animales limpio; eliminar los desechos. Rociar los animales para las moscas. Asistir en el parto. Ayudar a los cerdos dar a luz, limpiar y darle de comer al cerdito si es necesario. Reunir en manada a los animales para el área de espera en la noche. Desparasitar las vacas, caballos, cerdos, y cabras. Etiquetar las vacas y los cerdos. Reparar y mantener las cercas, maquinaria agrícola, refugios, y graneros alrededor de la granja.

18 Details About the Pay continued:

The Employer will pay the highest of either the applicable Adverse Effect Wage Rate, the applicable prevailing hourly rate, the agreed upon collective bargaining wage or the Federal or State minimum wage in effect at the time the work is performed. If during the recruitment period or work contract period, the USDOL promulgates an hourly rate or piece rate wage which is higher or lower than the then hourly rate or piece rate wage, this higher or lower hourly rate or piece rate wage will become the guaranteed minimum wage rate. The current AEW in Virginia is \$10.72.

**Attachments to Form ETA 790
Happy Family Ranch, Inc.**

The employer anticipates hiring 6 temporary Farmworkers from **March 1, 2016 to November 30, 2016.**

Attachment 12. Hours of Work per Day and Per Week

Anticipated hours of work will be 40 per week. Workers shall have a rest period of 15 minutes in the morning and 15 minutes in the afternoon which, insofar as is practicable, shall be in the middle of each work period. An appropriate period for lunch will be available.

Employer guarantees to offer employment for a minimum of $\frac{3}{4}$ of the workdays of the total specified period during which the work contract and all extensions are in effect, beginning with the first workday after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions. This guarantee can only be abated under conditions specified in 20 CFR 655.135(i), abandonment of employment, Act of God, termination for cause, or because of the obligation to employ a U.S. worker pursuant to 20 CFR 655.135(c). In Act of God terminations, the $\frac{3}{4}$ guarantee period ends on the date of the termination. In Act of God terminations and contract impossibility, the employer will make efforts to transfer the worker to comparable employment acceptable to worker consistent with existing immigration law, as applicable.

Attachment 18. Wage Rates and Deductions

IRS tax law prohibits FICA, Social Security, and Medicare deductions for H-2A/visa foreign workers. Foreign agricultural workers temporarily admitted into the United States on H-2A visas are always exempt from U.S. social security and Medicare taxes, whether they are resident aliens or nonresident aliens. Payments made to H-2A alien agricultural workers are not considered to be "wages" for the purposes of income tax withholding and reporting on Forms 943 and W-2. See IRS code 3121. H-2A workers may ask for voluntary Federal Income Tax Withholding.

Workers will be paid weekly. The employer will make the following deduction: loans and advances (if any). The employer will charge the worker for any long distance telephone charges (if any); the reasonable repair or replacement cost of willful or negligent damage to employer housing, tools, and equipment caused by the worker (other than normal wear and tear). No deductions except those required by law will be made which bring the worker's earnings below the Federal minimum wage.

The employer will comply with the 'first week wage' guarantee of \$428.80 for any worker referred through the clearance system for the number of hours of work for the week beginning with the anticipated date of need per 20 CFR §653.501(d)(2)(v)(A).

Hours and earnings statements. Pursuant to 20 CFR 655.122(k), the employer will furnish to the worker on or before each payday in one or more written statements the following information:

- (1) The worker's total earnings for the pay period;
- (2) The worker's hourly rate;

- (3) The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in paragraph (i) of this section, separate from any hours offered over and above the guarantee);
- (4) The hours actually worked by the worker;
- (5) An itemization of all deductions made from the worker's wages;
- (6) Beginning and ending dates of the pay period; and
- (7) The employer's name, address and FEIN.

OTHER CONDITIONS AND QUALIFICATIONS FOR EMPLOYMENT

Workers will be directed and controlled by employer. **Three (3) months prior experience as a farmworker and one satisfactory reference are required.** The name and address or telephone number of the employer reference who can verify the worker's experience and performance will be required at the time of interview. The assistance of the referring office in helping the worker provide this information is helpful.

No worker shall be terminated without just cause, other than for contract abatement for under conditions specified in 20 CFR 655.135(i). Offenses considered just cause for termination of employment include, but are not limited to, the following: (These are examples)

- (a) Failure to perform work in accordance with terms of the Agreement;
- (b) Committing an act of misconduct;
- (c) Engaging in work during the period of this contract for any person other than employer without prior approval of employer;
- (d) Violating any laws of the U.S.;
- (e) Failure to report for work on five consecutive work days or excessive tardiness;
- (f) Leaving work without employer's permission; or
- (g) Drinking alcoholic beverages or other substance abuse on the job.

Employer will apply the above standards on a nondiscriminatory basis as required by law. Pursuant to 20 CFR 655.135(i) employer will notify the Department of Labor and the Department of Homeland Security no later than two (2) working days after the abandonment or termination of employment.

Contract impossibility. If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the 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 to the time of its 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:

- a) 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;

- b) 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
- c) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

Terms and conditions of this order shall be no less favorable than those contained in any existing labor contract or agreement employer has for the same type of work. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107, and 20 CFR 655.135. Employer agrees to abide by assurances at 20 CFR 655.135, and 20 CFR 653.501. The employer will provide a copy of the contract or Job Clearance Order to the worker no later than on the date work commences.

Juan and Maria Pineda DBA Happy Family Ranch, Inc.
12507 Elk Run Church Rd.
Midland, VA 22728
(703) 392-3995

REQUEST FOR CONDITIONAL ENTRY INTO CLEARANCE SYSTEM

Farmworkers – March 1, 2016 – November 30, 2016

I, Maria Pineda, on behalf of Happy Family Ranch, Inc., hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order may be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

Workers will be housed in a house located on the Ranch at no cost to them. This house meets all applicable health and safety standards required by law.



Maria Pineda
Happy Family Ranch, Inc.
12507 Elk Run Church Rd.
Midland, VA 22728

President _____
Title _____ Date _____



E.S. Representative

FLC Member _____
Title _____ Date 1/6/16

Happy Family Ranch, Inc

December 14, 2015

Kendal B. Shaver
Agriculture and Foreign Labor Program Manager
Virginia Employment Commission
2211 Hydraulic Rd
Charlottesville, VA 22906

12507 Elk Run Church Rd
Midland, VA 22728
Phone 703-392-3995
Fax 703-392-7775

Re: Temporary need for 6 Farmworkers

Dear Mr. Shaver:

My husband, Juan and I own two farms. We purchased the farm located at 12507 Elk Run Church Rd. in August 2013 and the one located at 6262 Black Horseman Lane in Midland, was purchased in October 2011. We need six temporary farmworkers to work at both farms.

We have cows, pigs and goats on the Elk Run Farm. We plant the corn and hay at that farm. We have horses, goats, chickens and fish at the Black Horseman Lane farm. The workers will be performing the duties as stated in the job description submitted on our application for temporary labor certification.

We need these workers from March 1, 2016 until November 30, 2016 because the land has to be prepared and tilled prior to planting the corn. We cannot work the soil before March 1, 2016 because the ground is still frequently too frozen. Our other main crop is alfalfa or hay. We hope to get three crops of hay this season.

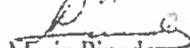
We do not need workers during the winter months because the animals are in the barn and are not being moved from pasture to pasture. We are not clearing the land, seeding the fields, planting and spraying the crops, or harvesting, during the cold winter months. This is all done during our growing season. Most of the pigs will have farrowed and many will be taken to market before the end of November. We will not be working the fields and most of the fencing and repairs will be done during the warm weather and as needed, from March until the end of November. We simply do not have a need for farmworkers from December 1 until March 1, 2016. Once spring comes, we need all hands on deck for the reasons stated above.

We will pay the workers ~~\$10.32~~ ^{\$10.72} /hour, provide free housing with a kitchen and convenient and free cooking facilities and will abide by all the H-2A assurances, rules and regulations. *dell 12/29/2015*

We look forward to approval of our Application if we cannot find qualified, willing, able and available workers in the U.S. to perform these services.

Please do not hesitate to contact me if you have any questions.

Sincerely,


Maria Pineda



CERTIFICATE OF LIABILITY INSURANCE

Date: 12/17/2015

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

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

Producer:	Virginia Farm Bureau Sam Clarke, Agent 516A Fauquier Rd. Warrenton, VA 20186 Ph.: (540)347-3172	INSURER(S) AFFORDING COVERAGE:	<input checked="" type="checkbox"/> INSURER A – Virginia Farm Bureau:
			<input type="checkbox"/> Town & Country Insurance Co
Insured:	Happy Family Ranch Inc. 12507 Elk Run Church Road Midland, VA 22728		<input type="checkbox"/> Mutual Insurance Co.
		<input checked="" type="checkbox"/>	Fire & Casualty Insurance Co.
			INSURER B:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						Each Occurrence	\$
	Commercial General Liability						Damage To Rented Premises (Ea occurrence)	\$
	Occur						Med Exp (Any one person)	\$
							Personal & Adv Injury	\$
							General Aggregate	\$
							Products – Comp/OP AGG	\$
							Fire Legal Liability	\$
	AUTOMOBILE LIABILITY						Combined Single Limit (Ea accident)	\$
	Any Auto						Bodily Injury (Per person)	\$
	All Owned Autos						Bodily Injury (Per accident)	\$
	Scheduled Autos						Property Damage (Per accident)	\$
	Hired Autos							\$
	Non-Owned Autos							\$
	UMBRELLA						Each Occurrence	\$
	Umbrella Liability						Aggregate	\$
	Excess Liability							\$
A	Workers Compensation and Employers' Liability Any Proprietor/Partner/Executive Officer/Member Excluded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A		6106697	12/16/2015	12/16/2016	WC Statutory	
							E.L. Each Accident	\$100,000.00
							E.L. Disease – Ea Employee	\$100,000.00
							E.L. Disease – Policy Limit	\$500,000.00
	BUSINESSOWNERS						Each Occurrence (Including Personal & Advertising Injury)	\$
	Businessowners Liability						Med Exp (Any One Person)	\$
	Fire Legal Liability						General Aggregate	\$
	Policy Restrictions						Products-Comp Ops Agg	\$
							Fire Legal Liability	\$

OTHER:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CERTIFICATE HOLDER Juan & Maria Pineda 10300 Winged Elm Circle Manassas, VA 20110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Cheryl Shephard</i>

VIRGINIA EMPLOYMENT COMMISSION

LA COMISION DE EMPLEOS DE VIRGINIA

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

**RESUMEN DE LAS CONDICIONES DE
EMPLEO QUE SON ESPECIFICADAS EN LA
ORDEN DE TRABAJO**

1. ORDER NUMBER: 718553

1. NUMERO DE LA ORDEN: 718553

2. NAME OF EMPLOYER: Happy Family Ranch, Inc.

2. NOMBRE DEL EMPLEADOR: Happy Family Ranch, Inc.

3. LOCATION OF EMPLOYER AND DIRECTIONS:

3. DIRECCION DEL EMPLEADOR:

12507 Elk Run Church Rd. Midland, VA 22728
Take US 29 to VA-28; South on US-17/Marsh Rd.; 3.7 miles left onto VA-644/Ritchie Rd.; 3.3 right onto VA-806/Elk Run Rd; 1.6 miles left onto VA-634/Elk Run Church Rd.; 1.4 miles on the right

12507 Elk Run Church Rd. Midland, VA 22728
Sigue la ruta US 29 hasta VA-28; Al sur en US-17/Marsh Rd.; a las 3.7 millas doble a la izquierda al VA-644/Ritchie Rd.; a las 3.3 millas derecha al VA-806/Elk Run Rd.; A las 1.6 millas izquierda al VA-634/Elk Run Church Rd.; esta a la mano derecha a las 1.4 millas

4. PERIOD OF EMPLOYMENT:
FROM 03-01-16 to 11-30-16

4. PERIODO DE EMPLEO:
DEL Mar-01-16 al Nov-30-16

5. WORK SCHEDULE:
HOURS PER DAY 8
DAYS PER WEEK 5

5. HORARIO DE TRABAJO:
HORAS POR DIA 8
NUMERO DE DIAS POR SEMANA 5

6. CROP AND PAY:
CROP: hay, corn, livestock
HOURLY WAGE: \$10.72
PIECE RATE: \$N/A

6. COSECHA Y PAGO:
COSECHA: heno, maíz, ganado
SUELDO POR HORA: \$10.72
PAGA POR UNIDAD: \$no aplica

7. WORK TASKS TO BE PERFORMED:
Drive tractors to plow, harrow, fertilize soil. Clear and prepare land for corn and hay. Cultivate, plant, spray and harvest crops. Feed and care for livestock. Repair and maintain fences, farm machinery, shelters, and barns.

7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Manejar tractores para arar, rastrar, fertilizar la tierra. Aclarar y preparar el terreno para maíz y heno. Cultivar, plantar, rociar y cosechar los cultivos. Alimentar y cuidar del ganado. Reparar y mantener las cercas, equipo, refugios y graneros.

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

8. TRANSPORTE PROPORCIONADO: DESDE EL ENCAMPAMIENTO HASTA EL SITIO DEL TRABAJO Y LA VUELTA: SI

9. HOUSING CAN ACCOMMODATE 6 PERSONS
6 INDIVIDUAL
0 FAMILY

9. VIVIENDA DISPONIBLE PARA 6 PERSONAS:
6 INDIVIDUOS
0 FAMILIAS

10. MEALS:

10. COMIDAS:

PROVIDED: NO

PROPORCIONADAS: NO

IF YES: COST PER DAY _____
(See item 14 in Job Order)

EN CASO DE SI: EL COSTO POR DIA SERA _____ (Vea Numero 14 en la Orden de Trabajo)

WORKERS MAY DO THEIR OWN COOKING:
YES

LOS TRABAJADORES TIENEN QUE COCINAR
SUS COMIDAS: SI

11. DEDUCTIONS:

<u>TYPE</u>	<u>AMOUNT</u>
SOCIAL SECURITY	<u>XXXXXX</u>
INCOME TAX	<u>XXXXXX</u>
TRANSPORTATION	<u>NONE</u>
TOOLS & EQUIPMENT	<u>NONE</u>
CREWLEADER CHARGES	<u>NONE</u>

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 2/16/16.

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

VIRGINIA EMPLOYMENT COMMISSION
100 Premier Place
Winchester, Va 22602

During the period of 2/17/16 to 2/23/16.

Any Job Service office will assist you in doing this.

11. DEDUCCIONES:

<u>CLASE</u>	<u>CANTIDAD</u>
SEGURO SOCIAL	<u>XXXXXX</u>
IMPUESTOS SOBRE INGRESOS	<u>XXXXXX</u>
TRANSPORTE	<u>NINGUNO</u>
HERRAMIENTOS Y EQUIPO	<u>NINGUNO</u>
SUMA COBRADA POR EL CONTRATISTA DE TRABAJO AGRICOLA	<u>NINGUNO</u>

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa está disponible en la oficina para su inspección:

El pago por la primera semana de empleo es garantizado a menos que el empleador notifique al Servicio de Empleos de que la fecha de comienzo será atrasada, y que tal notificación sea antes de la fecha Feb-16-2016.

Para que Ud tenga derecho a esta garantía de pago, es necesario que se ponga en contacto con la siguiente Oficina del Servicio de Empleo:

VIRGINIA EMPLOYMENT COMMISSION
100 Premier Place
Winchester, Va 22602

Hay que contactar a la oficina durante el periodo del Feb-17-16 al Feb-23-16.

Cualquiera oficina del servicio de empleos le asistirá en hacer contacto.

Virginia Employment Commission
Community Services in Fauquier County
Servicios comunitarios en el condado de Fauquier

HEALTHCARE SERVICES
SERVICIOS DE SALUD

Fauquier Health (Hospital)
500 Hospital Dr.
Warrenton, VA
Emergency Dept Phone:
540-316-4900

Fauquier Free Clinic
210 West Shirley Ave.
Warrenton, VA
540-347-0394

TEMPORARY HOUSING, FOOD, FINANCIAL ASSISTANCE
REFUGIO DE EMERGENCIA, COMIDA, AYUDA FINANCIERA

Fauquier Family Shelter Services
Warrenton, VA
540-351-0130

Fauquier FISH Food bank
24 Pelham St.
Warrenton, VA
540-347-3474

People Helping People
34 Beckham Street
Warrenton, VA
540-349-9017

SCHOOL FOR CHILDREN
ESCUELA DE NINOS

Fauquier County Public Schools
320 Hospital Dr.
Warrenton, VA 20186
540-422-7000

LEGAL AID
ASISTENCIA LEGAL

Blue Ridge Legal Services
303 S. Loudoun St. Ste D
Winchester, VA
540-662-5021

Legal Aid Justice Center
1000 Preston Ave. Ste. A
Charlottesville, VA
434-911-0553

Virginia Department of Labor Wage & Hour Division
400 N 8th St. #416
Richmond, VA
804-771-2488
1-866-4-USWAGE

GOVERNMENT BENEFITS OFFICE
OFICINA DE BENEFICIOS PUBLICOS

Fauquier Social Services
320 Hospital Dr.
Alice Jane Childs Building
Warrenton, VA
540-422-8400

EMPLOYMENT AND TRAINING ASSISTANCE
AYUDA EN BUSCAR EMPLEO

The Workplace Resource Career Center
320 Hospital Dr.
Warrenton, VA
540-422-8422

ENGLISH AND COMPUTER CLASSES, GED PREPARATION
CLASES DE INGLES Y COMPUTACION, PREPARACION POR EL EXAMEN G.E.D.

Literacy Volunteers of Fauquier County
320 Hospital Dr. Suite 10
Warrenton, VA
540-422-8465

Thorpe House Adult Learning Center
775 Waterloo Road
Warrenton, VA
540-349-8827