

1. To: Puerto Rico North Carolina Florida	2. Job Order Number: 736102	
4. From: Agriculture & Foreign Labor Program Manager Virginia Employment Commission 2211 Hydraulic Rd Charlottesville, VA 22901	3. Employer Name: Howley Farm 5. OES Job Code, Title and Number of Positions Available 45-2092.02 2 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) <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:



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):

Henley Farm LP
3513 Charity Neck Road
Virginia Beach, VA 23456

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

54-1640939

b) Telephone Number / Número de Teléfono:

(757)426-7501

c) Fax Number / Número de Fax:

none

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

barbarahenley@cox.net



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

3484 Charity Neck Road, Virginia Beach, VA 23456
Directions: I-64 to East Indian River Road exit. East on Indian River Rd. approximately 12 miles to terminus at North Muddy Creek Rd. Left on N. Muddy Creek Rd. Proceed 1/4 mile to Charity Neck Rd. Turn right. Henley Farm, the work site, is one mile on the left.

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

3484 Charity Neck Rd, Virginia Beach, VA 23456
Directions: I-64 to E. Indian River Rd exit. E. On Indian River Rd. 12 mi. to terminus at N. Muddy Creek Rd. Left on N. Muddy Creek. Proceed 1/4 mi. to Charity Neck Rd. Turn right. Henley Farm, the location of employee housing, is one mi. on the left.

a) Description of Housing / Descripción de la vivienda:

Housing is a 2-story, wood frame farmhouse. Two bedrooms upstairs; five rooms and bathroom on the first floor. Furnishings provided, including bedding, cooking and eating utensils. Appliances, including washing machine, provided. All utilities provided. Housing is provided at no charge to workers who cannot return to their permanent residence the same day. Workers are expected to maintain the house in a neat and clean manner and will not be expected to pay for normal wear and tear damage.

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:

736102

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

25036 Luskford Hwy

Onlay, VA

757-302-2031

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).

Luis Echevarria

same

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

2/4/2016

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

7/10/2016

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

From / Desde: 03/20/2016 To / Hasta: 12/20/2016

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

2

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

Sunday / Domingo varies Thursday / Jueves 7
Monday / Lunes 7 Friday / Viernes 7
Tuesday / Martes 7 Saturday / Sábado 5
Wednesday / Miércoles 7
(see attachment)

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

Hours may extend from 6a.m. until 6pm. spring and summer depending on weather and crop demand. Nov. and Dec. work days - 9 a.m. to 5 p.m. Work times may be adjusted for weather issues. (See attachment)

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

Employer / Empleador: Yes / Si No

(See attachment)

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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, without charge, a fully equipped kitchen at the housing/work site in order for workers who are not able to return to their permanent residence within the same day to prepare their own meals. Workers will share the kitchen facilities and each worker will buy his own food. Employer will transport workers to nearby stores for shopping purposes at least weekly, or more frequently if necessary, in order for workers to purchase their food and personal supplies.

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 / Ve a las instrucciones para más detalles.

Employer will be available, by appointment, from 7 a.m. until 11 a.m. Mon. through Fri. for job interviews. In-person interview is preferred, but telephone interviews are acceptable if travel distance is prohibitive. Only a partner of Henley Farm LP has authority to hire employees and the actual employment offer is at the sole discretion of the employer. It is preferred that any applicant contact the local Virginia Employment Commission (VEC) office to be informed of employment opportunity and requirements, and the terms and conditions of this clearance order.

The VEC office will contact the employer and advise the employer of the referral and arrange for an interview. Workers must be legally entitled to work in the United States and be able, willing and qualified to perform the work described in the job order. Workers must have documentation required to enable employer to comply with employment verification requirements, and must accurately complete Form 1-9 within 3 days.

Virginia Employment Commission Workforce Center
25036 Lankford Highway, Unit 16
Onley, VA 23418
(757)302-2029
Employer for contact:
Henley Farm LP
G.W. Henley or Barbara M. Henley
3513 Charity Neck Road, Virginia Beach, VA 23456
(757)426-7501

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

The work contract job requires a minimum of three months of verifiable prior work experience in performing the duties associated with working on a diversified farm, producing and harvesting fruits, vegetables and Christmas trees. Workers must be knowledgeable and proficient in work duties involved in both manual and machine tasks associated with successfully producing a wide range of crops. The job requires extensive walking, stooping and lifting for long periods of time during the wide range of weather temperatures and events of the work period, which may include both excessively hot and cold temperatures. Workers may be required to work during occasional showers not severe enough to stop field operations. Only workers meeting all qualifications necessary to perform the following job requirements should be referred. (see attachment)

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

2. Check all requirements that apply:

- | | |
|---|---|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor | <input type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas | <input checked="" type="checkbox"/> Frequent Stooping / Inclinandose o agachándose con frecuencia |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>60</u> lbs./libras | <input type="checkbox"/> OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos | |

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 / Periodo de Pago
Cultivos Strawberries Blackberries	Salario por Hora \$10.72	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Vegetables	\$ 10.72	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Christmas Trees	\$ 10.72	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
General Farm Maintenance	\$ 10.72	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly/ Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input 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:

Pay will include housing at no cost for workers who are unable to return to their permanent residence the same day. Utilities are provided as well as personal garden space and necessary tools for fulfilling job requirements. For this contract period, the current Adverse Effect Wage Rate of \$10.72 per hour, or the AEWR in effect at the time work is performed, will be paid. If a minimum wage range that is higher than the AEWR is legislated by either Federal or State action, that will become the wage rate to be paid. (See attachment)

19. Transportation Arrangements / Arreglos de Transportación

For employees traveling from outside of the work site region: Employer will meet employee at the bus station in either Norfolk, VA or Virginia Beach, VA. and transport to housing site. Employee is to contact G. W. Henley at (757)426-7501 or (757)642-2380 (cell) upon arrival at bus station. Similarly, if any emergencies or delays occur during transit to the area, employer should be notified by telephone to the numbers provided. Employer will transport worker from bus station to the work site. Full cost of travel from permanent residence to work site will be reimbursed when employee reaches the date of half the contract period, per the H-2A requirement. Employer will reimburse worker in the first work week for costs incurred by worker for visa application fees, border crossing fees, and reasonable subsistence from the place from which the worker departed to work for the employer, if not previously paid by the employer.

A minimum travel subsistence of \$11.86 per day, or the current minimum subsistence amount published in the Federal Register, will be paid to workers who cannot provide receipts, and the maximum travel subsistence of \$46.00 per day, or the current maximum subsistence amount published in the Federal Register will be paid to workers with acceptable receipts. The transportation reimbursement shall be calculated on the worker's actual cost but not more than the most economical and reasonable similar common carrier transportation charges for the distance traveled. Return travel cost will be paid to employee at time of departure, providing that at least half of the work contract has been fulfilled. The most economical and reasonable common carrier transportation charges for the distance involved will be paid.

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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?

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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

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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

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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/Si No

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

Grandy Winston Henley, Farm Partner
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Grandy Winston Henley, Partner January 19, 2016
Employer's Signature / Firma y Título del Empleador 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.

Item 11 attachment: While the average work day may be seven hours, and the average work week may be 40 hours, the hours may be extended due to seasonal demand for peak work periods. Work will begin at an assigned time, typically 7:00 a.m. but may be earlier if work needs demand. The worker may be requested to work as much as 12 hours per day, and requested but not required to work on the worker's Sabbath, depending on seasonal demands and weather conditions. Worker will report to work at designated time as directed by employer each day. A one hour unpaid lunch break is provided each day.

Item 12 attachment: Working hours are adjusted according to the seasonal demands for each individual crop described in item 16. Hours will be dedicated to each crop production as needs demand. Produce quality often dictates that cultivation, spray applications, and harvesting be scheduled to adjust to weather events and extremes. Because unpredictable factors such as weather and growing conditions, market demands, and seasonal tasks affect the amount of time required for successful production, it is impossible to predict with any degree of accuracy an allocation of percentage of time to be dedicated to each specific task or crop. Flexibility of hours is required.

Item 13 Attachment: Collect calls will not be accepted from applicants except by appointment.

Item 16 attachment: The job requires the employee to be proficient in all tasks involved in the production and harvest of strawberries, blackberries, a widely diverse vegetable production, and Christmas trees. The job involves extensive walking, stooping, lifting and working outside in seasonal weather extremes. Employees must be available to work varied hours as requested to perform necessary tasks which are detailed in this attachment.

Crops produced include but are not limited to: strawberries, blackberries, sweet corn, tomatoes, cabbage, broccoli, kale, cauliflower, lettuce, greens, peas, green beans, lima beans, bell and chili peppers, eggplant, okra, potatoes, beets, onions, collards, summer and winter squash, pumpkins, gourds, Indian corn, sunflowers and Christmas trees.

Each crop requires hand harvesting with care, at the proper maturity to assure best quality, and must be carefully packed in appropriate containers. Crop containers vary according to product requirements from pints and quarts, to bushels, boxes and bags of weights varying up to sixty pounds. Full containers will be lifted/loaded onto the field truck or trailer. Blemished and unsalable products must be sorted and discarded. Employee must be familiar with each crop's unique characteristics in order to identify and execute proper harvest techniques, without damaging the product or the plant.

Employees must be knowledgeable of each step necessary to successfully produce and harvest each crop. Strawberries require plant production as well as fruit production, involving properly sticking plant tips to produce plug plants. Employees must be able to properly plant each crop, whether it requires planting roots, seeds, plugs or bulbs from a mechanical transplanter, or hand planting roots, seeds, plugs or bulbs to appropriate depths and spacing. Employees will be required to stake and hand-tie some crops, such as tomatoes and peppers, while others will require pruning and trellising, such as blackberries and tomatoes. Work will require setting poles for trellising, and hand tying tomatoes by weaving one continuous string down each row on each side of the plants. Stakes must be driven into the ground at 3-foot intervals to approximately 4-foot heights for tying.

Employees must be experienced in irrigation techniques, involving placing and gluing pipes for critical overhead coverage and installing drip irrigation for underground coverage. Employee must assist with the installation of plastic for plasticulture, involving stabilizing plastic to prevent wind damage by using a shovel to apply dirt over the plastic ends and edges. Employee must be familiar with frost control measures, including overhead irrigation and the use of row covers. Covers will need to be removed and reinstalled as needed by weather changes, stabilizing against wind with the proper positioning of rock bags.

After harvest, plastic must be removed from fields by hand, pulling loosened plastic beds and bundling the plastic and drip tape for waste removal.

Growing techniques vary with crops and will require such tasks as hand removing strawberry runners; hand removal of weeds and unwanted grasses; using a hoe to clean rows of unwanted weeds; pruning and trellising blackberry plants throughout the growing season, removing old canes and attaching new runners to trellis for proper growth. All vegetable and fruit harvesting is done by hand. It is essential that employee be knowledgeable of techniques required for identifying the proper maturity of each product and removing it properly from the plant so as to protect plant health.

Workers will assist with general farm and building maintenance tasks necessary to keep the farm neat and attractive for customers of this pick-your-own and farm market operation. Mowing grasses, properly storing and organizing tools, drainage management and other jobs incidental to farming will be required as needed.

Christmas tree production requires that the workers be knowledgeable of how to prune and shape the various varieties. White Pine, Leyland Cypress and Norway Spruce must be pruned according to the growth characteristics of each variety. At harvest, workers will assist customers with cutting, loading and tying Christmas trees. Workers need to be familiar with techniques for making wreaths using greenery from the trees and the farm.

**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.

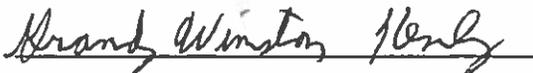
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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 Grandy Winston Henley Henley Farm, LP Date: January 19, 2016

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 Continued - Item 16 Job Description and Requirements:

Work may also include mechanized field work using power equipment. By way of example and not limitation, power equipment may include tractors, planters, cultivators and other equipment. Workers will be expected to be able to operate agricultural equipment in a safe, responsible and professional fashion with or without direction.

Food safety is important. All workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Workers are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before handling produce.

While drug testing is not an initial requirement, there will be a zero tolerance of the use of illegal drug substances while employed. Any consumption of alcohol during work hours will result in the employee being asked to return to the housing for the remainder of the day. Smoking within the housing is not allowed. All smoking must be outside of the living quarters. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job.

Attachment Item 17 Wage Rates, Special Pay Information and Deductions:

Other Deductions: Reasonable repair costs of damage to housing other than that caused by normal wear and tear will be charged to workers found to have been responsible.

The H-2A Agricultural Workers will be paid the highest of the (a) Adverse Effect Wage Rate (AEWR), (b) the prevailing rate for a given crop/area or (c) the Federal or the State's minimum wage. At the time of contract application, that rate is \$10.72 per hour. Housing will be provided at no charge for those workers who are unable to return to their permanent residence the same day.

The employer guarantees to offer the worker employment for at least $\frac{3}{4}$ of the work hours of the total period during which the work order and all extensions thereof are in effect, beginning with the first work day after arrival at the work site.

The employer agrees to maintain adequate and accurate payroll records and to retain such records for a period of not less than three years after the date of certification. The employer will furnish to each worker on pay day an itemized accounting of earnings and of all legally required and worker authorized deductions.

Attachment to Item 18: More Details About the Pay:

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the work days for the specified period of the work contract. Work days will begin with the first full day after worker's arrival at the work site and will end on the specified expiration date of the work contract. A normal

work week will be 40 hours, although seasonal peaks may demand additional work hours. A one hour, unpaid lunch period will be provided each day. The normal work day hours may vary depending on crop peaks and demands. Hours may also be varied to compensate for extreme temperatures or weather events.

If services of the worker are no longer required for reasons beyond the control of the employer due to fire, hurricane, frost, freeze, flood, drought, hail or other Acts of God that make the fulfillment of the contract impossible, the employer may terminate the work contract. In the case of an Act of God termination, the three-quarters (3/4) guarantee period ends on the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law. If such transfer is not achieved, the employer will return the worker, at employer's expense, to his permanent residence or, in the case of an H-2A employee, if applicable, to the next certified H-2A employer, utilizing the most economical and reasonable common transportation carrier available, in compliance with H-2A regulations.

Workers will be paid weekly, with designated deductions for FICA, federal taxes and state taxes made in compliance with federal and H-2A regulations. The employer will be responsible for all deductions and the required reporting thereof.

The employer will provide workers' compensation coverage for injury and disease arising out of and in the course of workers' employment.

If the worker voluntarily abandons employment before the end of the work contract, or is terminated for job related reasons or misconduct, the employer will notify DOL (and DHS in the case of an H-2A worker) not later than two working days after such abandonment occurs. Five consecutive work days of unexcused absence will constitute abandonment of employment. The employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker, nor is the worker entitled to the ¾ contract guarantee.

Employer may terminate the employee for a lawful job-related reason if the employee: (A) Abandons this employment (B) Fails to perform in a workmanlike manner to enable employer to produce, harvest and market a premium quality product (C) Refuses without justified cause to perform as directed the work for which the employee was recruited and hired. (D) Commits a serious act of misconduct or serious or repeated violation of the employer's Work Rules (E) Malingers or otherwise fails or refuses to work in accordance with directions (F) Fails to achieve proficiency of job performance necessary to enable employer to produce, harvest and market a premium quality product after a 3-day trial period (G) Provides other lawful job-related reason for termination of employment.

At the end of employment designated in the work contract, the employer will advise H-2A visa beneficiaries of their responsibility to return to their country of origin, or to subsequent employment-authorized work.

January 19, 2016

Henley Farm LP

Grandy Winston Henley

3513 Charity Neck Road

Virginia Beach, VA 23456

To Whom It May Concern:

I attest that Henley Farm LP Workers Compensation and Employers Liability Policy with Virginia Farm Bureau Fire & Casualty Insurance Company, policy number WC 6098896 will be renewed on July 18, 2016 to assure that coverage is provided for the entire contract period specification of this H-2A application.

Yours truly,

A handwritten signature in black ink that reads "Grandy Winston Henley". The signature is written in a cursive style with a large initial 'G'.

Grandy Winston Henley

HENLEY FARM, LP WORK RULES

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

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment.

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

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday, or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any work day before work is completed for the day. Workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct on premises after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises. Such action will result in immediate termination.
3. Excessive absences will not be permitted. Employees are expected to be present, willing and able to perform every scheduled work day. Repeated tardiness is not acceptable. Any absence from work must be reported by 7 a.m. Five consecutive days of unexcused absence will constitute abandonment of employment and worker will be terminated.
4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.
5. Workers may not cook in sleeping rooms or any other non-kitchen area.
6. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.
7. Workers may not take unauthorized breaks from work.
8. Workers may not leave the field or other assigned work area without permission of employer or person in charge.
9. Workers may not deliberately restrict production, damage plants or bruise fruit.
10. Any worker who physically threatens another worker, the employer, or any supervisor with any tool or weapon will be subject to immediate discharge.
11. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.
12. Workers will be discharged for fighting on the work premises.
13. Workers will be discharged if they steal from fellow workers or the employer.

14. Workers will not falsify identification, personnel, medical, production or other work-related records.
15. Workers will not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.
16. Workers may not use, operate or remove from the premises any machinery or tools that have not been specifically assigned by his supervisor.
17. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to the employer.
18. Workers must follow supervisor's and employer's instructions. Insubordination is cause for dismissal.

Other General Considerations:

Termination: Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason.

Prior Experience: Three months of verifiable previous work experience in performing the duties associated with working on a diversified farm, producing and harvesting fruits, vegetables and Christmas trees is required.

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

Injuries: Worker will be covered by Workers Compensation Insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided before certification is granted. Employer attests that he will properly renew and maintain the Workers Compensation coverage, Virginia Farm Bureau Workers Compensation and Employers Liability Policy Number WC 6098896 currently in effect, so that it is active and in effect for the duration of the contract period.

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. Employer will comply fully with federal law.

Documentation: Workers must have necessary documents to complete INS form I-9 within 3 days of hire.

The employer's anticipated total work force is expected to equal 18 workers, of which 2 will be H-2A.

If there is conflict between the translations of English and Spanish, the English will prevail.

Virginia Employment Commission Eastern Shore Local Office	Virginia Comision de Empleo La Oficina de Eastern Shore
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:736102	1. Numero de el Orden:736102
2. Name of Employer: HENLEY FARM LP	2. Nombre del Empleador: HENLEY FARM LP
3. Location of Employer & Directions: (See ETA 790)	3. Lugar y Direccion del Empleador: (Mira el papel ETA 790)
4. Period of Employment: From 03/20/2016 to 12/20/2016	4. Periodo de Empleo: Del 20/03/2016 to 20/12/2016
5. Work Schedule: 7 hrs per Week Day AND 5 days on Saturday	5. Horario de trabajado: Horas por dia 7 De dias por semana y 5 horas Sabado
6. Work to be performed: Horticultural Hourly Wage: \$ 10.72 per hour	6. El trabajo: Horticola Sueldo por Hora: \$ 10.72 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 Si No
8. Housing & Accommodations: 2 Individual 0 Family	8. Vivenda Disponible para: 2 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

<p>11. Notes to Workers: A copy of the full job order is available For inspection at any VEC office or at the VEC holding office in Onley, VA.</p> <p>The employer has guaranteed your first week's wages unless he notifies this job service office of a later starting date by: 03/10/2016</p> <hr/> <p>In order for you to be eligible for this guarantee, you must contact the job service at: Virginia Employment Commission 25036 Lankford Hwy Onley, VA 23418 757-302-2029 Luis Echevarria F.P.S.</p>	<p>11. Notas para los trabajadores: Una copia del orden completa esta disponible en su oficina local del VEC o en la oficina donde la orden fue creada en el Eatern Shore of VA, Onley par su inspeccion.</p> <p>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 10/03/2016 _____</p> <p>Para que ud pueda tener a esta garantia de pago, tendra que ponerse en contacto con: Virginia Comision de Empleo 25036 Lankford Hwy Onley, VA 23418 757-302-2029 Luis Echevarria F.P.S.</p>
<p>During the period of __3/20/2016__ to __07/10/2016__, any job service will assist you with applying to this position.</p>	<p>Durante el periodo del __20/03/2016__ al __10/07/2016__, cualquier oficina de la Comision de Empleo de Virginia le asistira con el proceso de aplicacion a esta posicion.</p>