

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 2/23/2009

Florida <u>X</u>	North Carolina <u>X</u>	Kentucky <u>X</u>	Pennsylvania <u>X</u>
Texas <u>X</u>	South Carolina <u>X</u>	West Va. <u>X</u>	Maryland <u>X</u>
Georgia <u>X</u>	Puerto Rico <u>X</u>	Delaware <u>X</u>	Other <u>Alabama</u>

FROM: Rural Services Manager
Virginia Employment Commission
P. O. Box 1358
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. 124860

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 2/23/2009 for 10, NURSERY WORKER 45-2092-01
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

M. Michelle Abraham

(signature)

* * * * *

DATE _____

The above request has been reviewed and action taken as indicated below:

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)

Feb-18-09 02:52pm From-U.S. Department of Labor

312 886 1888

T-875 P 005/009 F-050

U.S. Department of Labor

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

Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 05/31/2009
Industry Code: 0182
Job Order # / No. Orden de Empleo: VA124860
Occupational Title and Code / Título Ocupacional y Código: NURSERY WORKER 45-2092.01
Clearance Order Issue Date / Fecha de Tramite: 2/23/09
Job Order Expiration Date / Fecha de expiración: 07/28/09
Anticipated Period of Employment / Periodo Anticipado de Empleo: From/Desde 03/10/09 To/Hasta 12/15/09
7. No. of Workers Requested / No. de Trabajadores Pedidos: 10
8. Anticipated Hours of Work per Week / Horas de trabajo por Semana: Total: 40
Sunday / Domingo: 0 Wednesday / Miércoles: 8
Monday / Lunes: 8 Thursday / Jueves: 8
Tuesday / Martes: 8 Friday / Viernes: 8
Saturday / Sábado: 0
9. Collect Call Employer / Empresa Local: Accepted/Se Aceptan Llamadas a Cobrar: Yes [] No [x]

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)
Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)
Abermethyl & Spencer Greenhouses LLC (540) 338-9118
18035 Lincoln Road, Purcellville, VA 20132
2. Location and Direction to Work Site / Dirección del lugar de trabajo
18035 Lincoln Rd, Purcellville, VA 20132 From Leesburg, VA-7 West to State Hwy 287, exit Purcellville keep left at fork, left at Berlin Turnpike/VA 287, right at E. Main ST/VA-7, left at 10th St/S Maple Ave/VA-722, cont. to job site location on the right.
3. Location and Description of Housing / Dirección y Descripción de la Vivienda
18035 Lincoln Rd, Purcellville, VA 20132
Residential Dormitory with Kitchen and bathroom.

4. Board Arrangements / Arreglo de Alojamiento
House

5. Referral Instructions / Instrucciones para el Referimiento de Candidatos
David Lohmann 540-454-6403 Interviews will be conducted by appointment.

10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included in this box)
Water, plant, seed & greenhouse maintenance. (see attached)

10 a. Descripción del Trabajo / Job Specifications (Summary of Material Job Specifications in SPANISH must be included in this box)
agua, plantar, semilla & mantenimiento de invernadero (see attached)

Table with 4 columns: Crop Activities / Cultivos, Hourly Wage / Salario por Hora, Piece Rate / Unit(s) / Pago por Piezas / Unidad(es), Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)
Greenhouse Production Laborers: \$ 8.85

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones
More Details About the Pay/Más Detalles Sobre el Pago

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
Transportation Provided (see attached)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers?
Es la costumbre en el área de cultivo(s) de cosecha(s)/sembrado(s)? Yes/Sí [] No [x] If you use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers, what is the FLC wage for each activity?/Si contesto "Sí," ¿cuál es el salario que le paga al Contratista Agrícola para cada actividad?

14. Unemployment insurance provided / Seguro por Desempleo:
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo:
16. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin costo alguno? Yes [x] No []

17. 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")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

18. List any strikes, work stoppage, slowdown, or interruption of operation by the employees at the place where the work will be employed. (If there are no such incidents, enter "None")/Indique "Ninguno"

19. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se Recibirá la Oferta (incluya número de teléfono)
703 E. Main Street, Richmond, VA 23219 Winchster, VA 22403

20. Name of Local Representative (include direct dial telephone number) / Nombre del Representante Local (incluya número de teléfono)
Michelle Abernethy (804) 788-6744

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered. / Este orden de trabajo describe los términos y condiciones de trabajo y contiene todos los detalles de la oferta de empleo.
Employer's Signature & Title: [Signature] Manager

Table with 4 columns: Deductions / Deducciones, YES/ SI, NO, Pay Period / Periodo de Pago
Federal Tax / Impuestos Federales: [x] [] Weekly / Semanal
State Tax / Impuestos estatales: [x] [] Bi-weekly / cada 2 sem.
Meals (comidas): [] [x]
Other (Specify) / Otro: [] [x]

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers?
Es la costumbre en el área de cultivo(s) de cosecha(s)/sembrado(s)? Yes/Sí [] No [x] If you use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers, what is the FLC wage for each activity?/Si contesto "Sí," ¿cuál es el salario que le paga al Contratista Agrícola para cada actividad?

14. Unemployment insurance provided / Seguro por Desempleo:
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo:
16. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin costo alguno? Yes [x] No []

17. 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")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

18. List any strikes, work stoppage, slowdown, or interruption of operation by the employees at the place where the work will be employed. (If there are no such incidents, enter "None")/Indique "Ninguno"

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Employer's Signature & Title: [Signature] Manager

READ CAREFULLY: In view of the statutory established basic function of the Employment Service as a no-fee labor exchange, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center grants de trabajo para juntar a los empleadores y

Feb-18-08

02:52pm From-U.S. Department of Labor

312 886 1688

T-875 P 006/008 F-050

ETA Form 790 Attachment

Item 2 - Location and Directions of Work Site

Location: 18035 Lincoln Road, Purcellville, VA 20132

Directions: From Leesburg, VA-7 West to State Hwy 287, exit Purcellville keep left at fork, left at Berlin Turnpike/VA 287, right at E. Main ST/VA-7, left at 10th St/S Maple Ave/VA-722, cont. to job site location on the right.

Item 3- Location and Description of Housing

Location: 18035 Lincoln Road, Purcellville, VA 20132

Description: Residential Dormitory with kitchen and bathroom.

Available housing is for: Single Workers

Description: Housing will be clean and in compliance with OSHA Housing Standards at 29 CFR 1910.142 when occupied. 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, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement. Housing and utilities are provided at no cost to the workers who are unable to return to their place of residence the same day.

Item 4- Board Arrangements

Employer will furnish free and convenient cooking and kitchen facilities so that the workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation for workers to and from a store at least once a week for supplies.

Item 5- Referral Instructions

Referrals of individuals shall be made through the order handling office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information to enable proper arrangements to be made.

Interviews either in person or by telephone will be conducted by the employer during the hours of 8am and 5pm, Monday through Friday. Employees to be contacted at the following address and phone number:

Abernethy & Spencer Greenhouses LLC
18035 Lincoln Road
Purcellville, VA 20132

Feb-18-09

02:52pm

From-U.S Department of Labor

312 886 1688

T-875

P.007/009

F-050

Contact: David Lohmann 540-454-6403
 Order Holding Office: 100 Premier Place
 Winchester, VA 22602
 540-722-3415
 Mac Munoz 540-535-2862

Employer agrees to interview all US workers referred by the State Employment Services who have been screened by such employment services for:

1. Availability for entire season
2. Have transportation to jobsite
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment

Item 8- Anticipated Hours of Work per Week

8 hours per day is normal. The worker may be requested, but not required, to work 8 hours per day and/or on the Sabbath depending upon the conditions of the crop.

Item 10- Job Specifications

Take inventory & grade plants; prepare trees/shrubs for digging; dig, wrap burlap, etc around root balls; crimp wire baskets; lift, carry, load/unload nursery stock & supplies; Prepare fields for planting; plant seedlings; hand dig, load/unload or transplant bare-root nursery stock; straighten, tie, prune & shear trees/shrubs; cut pull or remove & mow weeds or grass, move irrigation equipment

Item 10a- Job Specifications in Spanish

Tómese inventario & grado plantas; prepare árboles/arbustos para cavar; excavación, envuelve arpillera, etc alrededor de pelotas de raíz; rice cestas de alambre; levanta, lleva, carga/descarga existencias y artículos del vivero; Prepare campos para plantar; planta plantones; excavación de mano, carga/descarga o trasplante descubierto-raíz existencias del vivero; ponga derecho, atar, podar & cortar con tijeras árboles/arbustos; corte, tire o quite & corta mala hierbas o césped, move equipo de irrigación

Item 11- Wage Rates, Special Pay Information and Deductions

- The Adverse effect wage rate of \$8.85 or a higher Prevailing Wage Rate if applicable is guaranteed as a minimum. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed rate, the worker will be provided make-up pay to the guaranteed minimum rate.

- Employer will make the following deductions:

FICA State Taxes Federal Taxes ___ Advances ___ Meals ___ Other

Feb-18-09

02:53pm From-U.S. Department of Labor

312 886 1688

T-875 P 008/008 F-050

-Employer guarantees to offer employment for a minimum of ¼ of the workdays of the total specified period during which the work contract and all extensions thereof 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 thereof. In the event of Act of God terminations (i.e. frost, flood, drought, hail, etc.), the ¼ guarantee period ends on the date of termination. Worker is not required to work more than 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal Holidays to meet the guarantee period.

- Employer will offer a total of \$354.00 as the starting wage for the first week.
- Payroll periods will be weekly.

Item 12- Transportation Arrangements

After worker has completed 50% of work contract period, employer shall reimburse worker for cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (**travel reimbursement subsistence will be the minimum amount of \$9.90 without receipts per 24-hour period of travel and the maximum amount will be \$39.00 per day with receipts**) from the place of employment to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such costs, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distances involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

Free transportation will be provided from the housing location to the work site and return each day.

Other Conditions of Employment

- **Termination:** Employer may terminate the worker with notification to the Employment Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired; b) commits serious acts of misconduct. In the event of termination for 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 provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

- **Tools & Equipment:** Employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

H-2A ASSURANCES (20 CFR 655.103)

By filing a temporary labor certification application, the employer agrees to abide by the H-2A regulations and makes the following assurances:

- A) Labor Disputes: The specific job opportunity for which the employer is requesting is not vacant because the former applicant is on strike or being locked out in the course of a labor dispute.
- B) Employment Related Laws: During the period for which the temporary alien agricultural labor certification is granted, the employer shall comply with applicable federal, state, and local employment related laws and regulations, including employment health and safety laws.
- C) Rejections and Terminations of U.S. Workers: No U.S. workers will be rejected for or terminated from employment for other than lawful job related reasons, and notification of all rejections or terminations shall be made to the appropriate ES office.
- D) Recruitment of U.S. Workers: The employer shall engage in positive recruitment of U.S. workers until the foreign workers have departed for the employer's place of employment and shall cooperate with the Employment Service System (ES) in the active recruitment of U.S. workers by:

- (1) Assisting the ES System in preparing local, intra- and interstate job orders, using the information supplied and the employer's job offer, for clearance purposes to nearby states, if deemed necessary by the Department of Labor Regional Administrator (RA);
- (2) Placing advertisements (in a language other than English, where the RA determines appropriate) for the job duties in a local newspaper of general circulation and/or on the local radio station, as required by the RA;
 - (i) Each such advertisement shall describe the nature and anticipated duration of the job opportunity; offer at least the prevailing wage rate; give the ¾ guarantee; state that work tools, supplies and equipment will be provided by the employer; state that housing will also be provided; and that transportation and subsistence expenses to the worksite be provided or paid by the employer upon completion of 50% of the work contract, or earlier if appropriate; and

CLEARANCE ORDER ASSURANCES (20 CFR 653.501)

By filing an interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employer's Clearance Order with a full week of employment for the week beginning with the date of need stated in the Clearance Order, unless the employer amends such date of need at least 10 working days prior, by so notifying the appropriate ES office. The employer will pay the workers recruited through this Clearance Order the rate specified in the Clearance Order for the first week starting with the original date of need. The employer retains the option, however, of requiring the worker to perform the alternative work specified in the Clearance Order, if the guarantee in this section is invoked.
2. In the event that the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.
3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.
4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.
5. The employer, is acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employee (FLCE) on the order, has a valid FLC certificate or FLCE identification card.
6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, as provided in item 14 of the Clearance Order, who are unable to return to their residence on the same day.
7. Employment Service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.
8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.

Abernethy + Spencer Greenhouses, LLC

Neil Manager
Employer's Signature / Title

2/14/09
Date

ASSURANCE OF WORKERS' COMPENSATION INSURANCE

This serves as an assurance that, should I receive certification of my H-2A application, I will have a valid workers' compensation insurance policy during the job contract period for any worker I employ under the H-2A Program. Additionally, once I purchase my workers' compensation insurance coverage, I will provide to the Regional Administrator at the U.S. Department of Labor, Employment and Training, the company's name, policy number and effective dates.

ASSURANCE OF RENEWAL OF WORKERS' COMPENSATION COVERAGE DURING WORK CONTRACT

This serves as an assurance that should my workers' compensation insurance policy expire during the work contract period in which I employ workers under the H-2A Program, I will renew my workers' compensation insurance policy to cover the workers. The renewal information (company name, policy number, and effective dates of policy) will be provided to the above.

Abernethy & Spencer Greenhouses, LLC

Bill Manager
Employer's Signature / Title

01/14/09
Date

REQUEST FOR CONDITIONAL ACCESS INTO INTERSTATE CLEARANCE SYSTEM

I, David Lohmann, Manager hereby request permission for conditional entry into the interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of domestic workers.

As a condition for placing my order into interstate clearance, I assure that my housing will meet such standards as are agreed upon to fulfill the requirement of the U.S. Secretary of Labor for the use of the Employment Service facilities for interstate clearance orders.

I also authorize representatives of the State Employment Service, the State Health Department, and/or the U.S. Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition. My housing will meet applicable standards by the beginning date of need and I expect it to be occupied by the beginning date of need.

Abernetty + Spencer Greenhouses, LLC
hill, Manager
Employer's Signature / Title

01/14/09
Date

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 worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violations.

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

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use or possession of beer, liquor, or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor, or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk, and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Employer will test for drugs upon suspicion of use.
3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7am. Three days' absence will constitute abandonment of employment and worker will be terminated.
4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.
5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who want copies may ask their supervisor.
6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in the event of rain and when heat is turned on.
7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.
9. Workers may not drop paper, cans, bottles, and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.
10. Workers may not take unauthorized breaks from work.
11. Workers may not leave the field or other assigned work area without permission of employer or person in charge.

12. Workers may not enter employer's premises without authorization.
13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
14. Workers living in employer's housing may not entertain guests in housing after 10:30pm except on Saturday night on which night guests hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.
15. Workers may not deliberately restrict production, damage plants, or bruise fruit.
16. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.
17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.
18. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.
19. Workers will be discharged if they steal from fellow workers or the employer.
20. Workers will not falsify identification, personnel, medical, production or other work-related records.
21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.
22. Workers may not use or operate trucks, other vehicles, machines, tools, or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks, other vehicles, tools, or other equipment or property for their personal use unless expressly authorized by the employer.
23. Workers may not misuse or remove from the farm premises without authorization any employer-owned property.
24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.
25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.
26. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:
 - 1st offense: oral warning and correction
 - 2nd offense: written warning and unpaid leave for balance of pay
 - 3rd offense: immediate discharge with written fact statement that employee will be asked to sign.

NORMAS DE TRABAJO

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

Con la presente se notifica que cualquier violación de los requisitos legítimos relacionados al trabajo que tenga el patrón, incluyendo estas normas de trabajo, será considerado como motivo para despedir al trabajador, sanciones, tales como suspensión de oportunidades de trabajo para el resto del día o hasta tres días a la vez, pueden llevarse a cabo en el caso de violaciones menos graves.

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

1. Cualquier trabajador que haga mal trabajo podrá ser suspendido sin pago por el resto del día de trabajo o por hasta tres días según la decisión de su supervisor, dependiendo del grado de la infracción, los antecedentes de trabajo del trabajador y otros factores pertinentes. El trabajador puede ser despedido si comete cualquier otra ofensa.
2. No se permite el uso o posesión de cerveza o licor durante el tiempo de trabajo ni durante el día de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no deben reportar al trabajo mientras estén bajo la influencia de cerveza, licor o drogas ilegales. Drogas ilegales no se pueden usar, vender o guardar en ninguna propiedad del patrón, incluyendo las viviendas. Tardío excesivos no van a ser permitido.
3. No se permitirán ausencias excesivas. Este es trabajo regular, de todos los días, en el cual se espera que todos los empleados estén presentes, y capaces y dispuestos a trabajar todos los días de trabajo. Este no es trabajo esporádico ni "a jornal."
4. Los trabajadores deben mantener limpias y en buen estado las áreas de vivienda que se les provean, teniendo en cuenta lo que sea desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus áreas de vivienda en el mantenimiento de las áreas de cocina y vivienda. No se permiten animales de ninguna clase.
5. Todos los carteles requeridos por las leyes federales y estatales estarán fijados en cada vivienda. No se pueden quitar, desfigurar o modificar de ninguna manera. Los trabajadores que quieran copias se las pueden pedir el capataz.
6. Todas las viviendas quedaran cerradas con llave cada mañana antes de ir al trabajo. Las luces y calefacción que no sean necesarias serán apagadas; las puertas y ventanas cerradas en caso de lluvia y para preservar la calefacción.
7. Los trabajadores que vivan en viviendas con literas no las pueden desmontar ya que el espacio es necesario para todos los ocupantes.
8. Los trabajadores que viven en las viviendas del patrón no pueden cocinar en los dormitorios o en cualquiera otra área que no sea la cocina. El patrón proveerá los aparatos y artículos para cocinar.

9. Los trabajadores no deben tirar papeles, latas, botellas ni otra basura en los campos; el área de embalaje ni en el área de vivienda. Se deben usar los recipientes para basura y desperdicios.
10. Los trabajadores no deben tomar recesos no autorizados durante horas de trabajo.
11. Los trabajadores no deben salir del campo u otra área de trabajo asignada sin permiso del patrón o de la persona encargada.
12. Los trabajadores no deben entrar a la propiedad del patrono sin autorización.
13. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, no continuar trabajando después de la hora de terminar.
14. Los trabajadores que viven en las viviendas del patrón no deben tener visita después de las 10:30pm excepto la sábado por la noche cuando horas de visita terminan a medianoche. Nadie, fuera de los trabajadores asignadas a un dormitorio por el patrono, debe dormir en los dormitorios.
15. Los trabajadores no deben dañar la fruta excesivamente o intencionalmente limitar la producción.
16. Cualquier trabajador que amenace físicamente a otro trabajador, al patrón o al supervisor con cualquier herramienta o arma será despedido inmediatamente.
17. Cualquier trabajador que se descubra que lleve, use o tenga en su posesión cualquier arma peligrosa será despedido inmediatamente.
18. Los trabajadores podrán ser despedidos por cualquier pelea que tengan en la propiedad del patrón, incluyendo el área de vivienda.
19. Cualquier trabajador que le robe a otro trabajador o al patrón será despedido.
20. Los trabajadores no deben falsificar documentos de identificación, personal, médicos, de producción, ni otros documentos relacionados al trabajo.
21. Los trabajadores no deben intencionalmente abusar o destruir ninguna maquinaria, camión u otro vehículo, equipo, herramientas u otra propiedad del patrón o de otros empleados.
22. Los trabajadores no deben operar o usar camiones no otros vehículos, maquinas, herramientas ni otro equipo si no se les ha sido asignada específicamente por su supervisor. Los trabajadores no deben usar u operar camiones ni otros vehículos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente autorizados por el patrón.
23. Los trabajadores no deben maltratar ni remover del área de la finca, sin autorización de su supervisor, ninguna propiedad del patrón.
24. Los trabajadores deben obedecer todas las normas de seguridad y las prácticas de seguridad comunes y deben reportar cualquier herida o accidente inmediatamente a su supervisor o a la oficina del patrón.
25. Los trabajadores deben obedecer las instrucciones del supervisor. Insubordinación es causa para el despido.
26. Los trabajadores que violen las normas de trabajo serán disciplinados de la siguiente manera:

Primera ofensa:	aviso oral y corrección
Segunda ofensa:	aviso por escrito y resto del día sin paga
Tercera ofensa:	despido inmediato con detalle de los hechos por escrito. Se le pedirá al trabajador que firme esta hoja.

**Virginia Employment Commission
Community Services for Frederick and Clarke Counties**

**Maintains Health Clinic at the
Frederick County Fruit Growers
Labor Camp, 801 Fairmont Ave.
Winchester, Virginia.**

Shenandoah Valley Medical Sys
P.O. Box 3236
Martinsburg, WV 25401
540 722-2369

**Administers Programs in the
Prevention of Tuberculosis &
Venereal Disease. Medical
Services & Advice for Expect-
ant Mothers and Newborns.**

Winchester/Frederick County
Health Department
150 Commercial Street
Winchester, VA 22601
540 722-3470

Clarke County
Department of Health
21 S. Church Street
Berryville, VA 22611
540 955-1033

**Available For a Full
Range of Medical Services**

Winchester Medical Center
1840 Amherst Street
Winchester, VA 22601
540 722-8000

Provides Medical Assistance

Free Clinic
E. Cork Street
Winchester, VA 22601
540 662-4067

Provides Day Care Assistance

U. S. Department of Labor
Winchester Migrant Head Start
100 Pegasus Court, Suite 102
Winchester, VA 22602
540 662-4357

**These Agencies May
Provide Meals/Overnight
Lodging & Other Emergency
Assistance.**

Salvation Army
300 Fort Collier Road
Winchester, VA 22602
540 667-4777

Winchester Rescue Mission
301 N. Cameron Street
Winchester, VA 22601
540 667-8460

C-CAP
415 N. Cameron Street
Winchester, VA 22601
540 662-4318

**Provides Food Pantry
Housing Assistance and
Other Emergency Services**

**May Provide Legal
Assistance to Worker**

The VA Justice Center
for Farm & Immigrant Workers
Charlottesville, VA 22902
800 763-7323

**Provides Services to Qualifying
Persons & Refers to Support Svcs**

Winchester Dept Social Services
33 E. Boscawen Street
Winchester, VA 22601
540 662-3807

Northern Shenandoah Valley
Immigrant Resource Center
300 Fort Collier Road
Winchester, VA 22603
540 476-0635

Clarke County Social Services
32 E. Main Street
Berryville, VA 22611
540 955-3700

Area Education Departments

Migrant Education
100 Cedarmeade Avenue
Winchester, VA 22601
540 662-7656

Frederick County Schools
1415 Amherst Street
Winchester, VA 22601
540 662-3888

Clarke County Public Schools
309 W. Main Street
Berryville, VA 22611
540 955-6102

Winchester Public Schools
12 N. Washington Street
Winchester, VA 22601
540 667-4253

**These Agencies Also Provide
Assistance to Workers**

United States Dept of Justice
Immigration & Naturalization
Arlington, VA 22203
202 307-1504 or 202 307-1626

VA Department of Labor
P.O. Box 77
Verona, VA 24482
540 248-9280

Social Services Administration
12 Ricketts Drive
Winchester, VA 22601
540 667-1512 or 800 722-1213

VA Department of Labor
Wage & Hour Division
201 Lee Highway
Verona, VA 24482
540-248-9280

Abernethy & Spencer

18035 Lincoln Road
Purcellville, VA 20132
Tel: (540) 338-9118
Fax: (540) 338-6582

I, David Lohmann, for Abernethy & Spencer Greenhouses, LLC, hereby authorize the Federation of Employers and Workers of America (F.E.W.A.) to act as our representative for the specific purposes of applying for Labor Certification with the United States Department of Labor and petitioning for alien workers with the United States Citizenship and Immigration Service. All information I supply to F.E.W.A. will be true and accurate and will be kept in the strictest of confidence.



David Lohmann, Manager

January 14, 2009

Date