

## Request for Extension of Clearance Order

## Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: VA 26394B	3. Date of acceptance by CNPC: 1/30/12
5. From:  Rural Services Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	4. Employer Name: Amy Hicks  6. OES Job Code, Title and Number of Positions Available  45-2092-02 Farmworker  4 positions	
7. Please note the following concerning the above job order:  The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance		
8. By: (Typed name of ES Agency Representative) Jason Padgett	Title: Rural Services Manager	Telephone Number: 804-786-8714
Signature: 		Date Signed: 2-2-12
9. 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:		
10. By: ES Agency Representative	Telephone Number:	Date Signed:

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

U.S. Department of Labor  
 Employment and Training Administration  
 OMB Approval No. 1205-0134, Expires 11/30/2012

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Numero, calle, ciudad, código postal y telefono) Amy Hicks 13630 Sandy Point Road, Charles City, VA 23030 Phone: (804) 896-6446		Numbers 4, 5, 6, 7 and 8 for State use only.	
		4. Industry Code/Código de Industria 111219	5. Job Order #/No. Orden de Empleo 263948
2. Location and Direction to Work Site/ Dirección del lugar de trabajo  a. 13630 Sandy Point Road, Charles City, VA 23030; Interstate 64 take exit 214. Go south on 155 to Rt. 5; East on Rt 5 to Rt 613. Proceed to 13630 Sandy Point Road. (If additional space is needed, use separate sheet of paper)		6. Occupational Title and Code / Título Ocupacional y Código Farmworker 45209202	
		7. Clearance Order Issue Date / Fecha de Tramite 1-12-12	8. Job Order Expiration Date / Fecha de vencimiento JAN 2012 RCD RURAL SERVICES UNIT 6/23/12
3. Location and Description of Housing / Dirección y Descripción de la Vivienda 2 bedroom brick ranch house located at 13630 Sandy Point Road, Charles City, VA 23030. Housing has central heat & space for 5 persons. Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Has complete furnishings with appliances. Worker will be responsible for maintaining housing in a neat & clean manner. Reasonable repair cost of damage, other than that caused by normal wear & tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings. Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day. See Attachment 1, Item 3 (If additional space is needed, use separate sheet of paper). / Si necesita mas espacio, utilice documento adicional.)		9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 03/15/2012 To/Hasta: 10/31/2012	
		11. Anticipated Hours of Work per Week/ Horas Anticipadas de Trabajo por Semana. Total: 40 Sunday / Domingo varies Monday / Lunes 7 Tuesday / Martes 7 Wednesday / Miercoles 7 Thursday / Jueves 7 Friday / Viernes 7 Saturday / Sabado 5	
12. Collect Calls Accepted from/ Se Aceptan Llamadas a Cobrar de:  Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
13. Board Arrangements / Arreglo de Alojamiento Workers will purchase ingredients and prepare own meals. Employer will furnish free & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & serving utensils at no cost to the workers. Employer will provide transportation to assure worker access to stores where one can purchase groceries if the employer is providing cooking & kitchen facilities. Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day. See Attachment 1, Item 13			
14. Referral Instructions / Instrucciones para el Referimiento de Candidatos The referral under this job order is to be made to the local office of the VA Employment Commission Workforce Center, 5240 Oaklawn Blvd, Hopewell, VA 26390, Telephone: (804) 541-8548. See Attachment 1, Item 14			
15. Job Specifications / Descripción del Trabajo To perform various duties associated with the production & harvest of vegetable and strawberry/blackberry crops & cut flowers. Worker's will perform work according to supervisor's instructions. Job involves stooping, lifting and working outside in inclement weather & outdoor temps in excess of 100 degrees. Must have legal authority to work in the US. Must have one month prior experience. See Attachment 1, Item 15 Para realizar varios deberes asociados con la producción & cosecha de cosechas de verdura y fresas/zaramoras y el corte florea. Los trabajadores realizaran el trabajo según las instrucciones de supervisor. E trabajo implica rebajar, levantar y trabajar afuera en tiempo inclemente & temporeros al aire libre por encima de 100 grados. Debe tener autorización legal para trabajar en los US. Debe tener una mesa de experiencia previa. Véase el Anexo 1, punto 15 (If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate documentation, and may also be included in SPANISH)			

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

Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period
	Salario por Hora	Pago por Pieza Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			Periodo de Pago
General Farm work	\$ 9.70 hourly	\$		Social Security / Seguro Social	x		Weekly / Semanal X
Agriculture-vegetables	\$ 9.70 hourly	\$		Federal Tax Impuestos Federales	x		
Agriculture-strawberries, black berries	\$ 9.70 hourly	\$		State Tax Impuestos Estatales	x		Bi-weekly / cada 2 semanas
Agricultura-cut flowers	\$ 9.70 hourly	\$		Meals / Comidas		x	
	\$	\$		Other (specify)/ Otro		X	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago

See Attachment 1, Item 16

(If additional space is needed, use separate sheet of paper. / Si necesita mas espacio, utilice document adicional.)

17. Transportation Arrangements / Arreglos de Transportación

Transportation and daily travel subsistence provided according to regulations. See Attachment 1, Item 17

(if additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice document adicional.)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisor, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si  No

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

19. Unemployment Insurance provided? Seguro de Desempleo?

20. Workers' compensation insurance provided? Indemnización por accidente trabajo:

Yes  No

21. Are tools provided at no charge to the workers? Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?

Yes  No

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / 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")

none/ninguno

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

Enumere toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

none/ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radico la Oferta (incluya numero de teléfono)

VA Employment Commission Workforce Ctr  
5240 Oaklawn Blvd, Hopewell, VA 28360

25. Name of Local Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de teléfono)

Carol Young @ (804) 541-6548

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

Employer's Signature & Title/ Firma y Título del Empleador

Amy Hicks, Owner



Date

12/21/2011

**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 employees and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

**Public Burden Statement**

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA 790 (Revised July 2009)

## **ATTACHMENT 1 for Amy Hicks**

(Used for further detail of ETA 790; Item numbers below correlate to item numbers on ETA 790)

Page 1

### **Item 3 – Location & Description of Housing**

Housing consists of a brick ranch house located at 13630 Sandy Point Road, Charles City, VA 23030 with central AC, space heaters, woodstove, & space for 5 persons. Directions to housing: I 64 take exit 214. South on 155 to Rt. 5; East on Rt 5 to Rt 613. Proceed to 13630 Sandy Point Road.

### **Item 11 – Anticipated Hours of Work**

Seven to eight hours per day is normal. The workers may be requested but not required to work 12-14 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields, weather, and maturity of the crop. The employer will designate time for unpaid lunch and breaks. Workers will be requested to work Saturday. Workers may be requested to work Sunday during peak times and special needs but not required. This requirement pertains to both alien and US workers.

### **Item 13 – Board Arrangements**

All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilet facilities will be provided. Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

### **Item 14 – Referral Instructions**

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the local Virginia Employment Commission (VEC) office in order to ascertain current employment, crop, or housing information and to enable proper arrangements to be made. It will be the responsibility of the VEC office to inform job seekers of the terms and conditions of this clearance order. The VEC office will contact the agent directly and advise the employer of the referral during the hours of 10:00 a.m. to 3:00 p.m. Monday - Friday.

Agent for contact: Labor Services International, LLC  
(252) 492-2543

Applicants who arrive at the place of employment, referred to as walk-ins or gate hires, will be accepted.

Workers hired pursuant to the job offer from within normal commuting distance will not be provided housing, subsistence, or transportation.

### **Item 15 – Job Specifications**

For food and general personal safety purposes, 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 entering the fields for harvest activities.

Employer-paid post-hire random, upon suspicion, and post-accident drug testing is required.

Workers will perform work in greenhouses and vegetable/strawberry/blackberry & cut flower farm. Workers will plant, cultivate, and harvest vegetables and fruits. This will include work on planter, planting roots, seeds, and bulbs. May spread and or remove plastic or other ground covering. Workers will cultivate, weed, thin, transplant by riding on transplanter or plant plants by hand. Workers may stake, tie plants, trellis or prune

plants, set poles & wires for vine plants. Picks cuts, lifts or pull crops to harvest them. Hook up, maintain & operate drip irrigation system, assist with fertilization. Assist with building seasonal holding houses. Workers will assist in greenhouse preparation of plants.

Workers may be required to perform variable tasks such as irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding by hand, & other tasks related to general farming. May assist with general farm grounds & building maintenance.

Workers will bend and stoop considerably to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full containers weighing approximately sixty (60) to seventy-five (75) pounds and empty into field bin or load onto trailer lifting to a height of 5 feet for long periods of time. Workers will assist in loading & unloading trucks. Workers may be required to pull and discard culls as directed by the supervisor. Pickers will take care not to bruise or scar the produce.

For strawberries, workers will help install black plastic and drip irrigation on rows in field being careful to cover all exposed edges of plastic cover with soil and be careful not to tear or punch holes in plastic. Worker may be asked to utilize implements associated with the installation of the plastic row covers incidental to performing required tasks on the ground. Workers will plant strawberry plants in pre-punched holes on the plastic covered rows being careful to place the strawberry plants at the same depth in the soil as they grew in the greenhouse. Workers will remove weeds from around the plants and from the row middles. Workers may carry full container weighing approximately six (6) lbs & empty into field bins or load onto trailers. In some cases, workers will be expected to fill a 4-quart/one gallon plastic pail carefully filling the pail to capacity. The pails will be carried in a 2-bucket carrier to be picked in. When full, carried to end of rows at designated truck-loading place. Then the buckets of berries will be inspected for quality and loaded for transportation to roadside market. Depending on market demand, workers may also be required to pick strawberries in cups, clamshells and/or flats. Strawberries harvested specifically for sale at a roadside stand as fresh market specialty basket containers must be field graded. For berries harvested for sale at roadside stands, extra care must be used to ensure that each strawberry is undamaged and perfect. All berries must be handled carefully to prevent bruises or fingernail cuts. Pickers will take extreme care not to damage the delicate berries. Quality and workmanship is of the utmost importance. Pre-harvest activities for strawberries may include weeding and transplanting and other tasks for maintenance of strawberries. In some instances, workers may be required to remove the plastic and drip irrigation tape from the row and load on trucks for removal from field.

For blackberries, workers will plant, cultivate, and harvest berries. Workers will remove weeds from around the plants and from the row middles. Workers will be expected to pick fully ripe blackberries, discard any deformed, decayed or undersized berries according to supervisor's instructions. Workers must carefully remove any undesirable berries from plant that would later cause fungi to attack the plant. Workers may carry ½ full container weighing approximately twelve (12) lbs. and empty into field bins or load onto trailers. Workers must not completely fill their 1 gallon bucket as it will cause bruising to the berries. When ½ full, carried to end of rows at designated truck-loading place. The buckets of berries will be inspected for quality and loaded for transportation to roadside market. Depending on market demand, workers may also be required to pick blackberries in cups and/or flats. Blackberries harvested specifically for sale at a roadside stand as fresh market specialty basket containers must be field graded. For berries harvested for sale at roadside stands, extra care must be used to ensure that each blackberry is undamaged and perfect. All berries must be handled carefully to prevent bruises or fingernail cuts. Quality and workmanship is of the utmost importance. Pre-harvest activities for blackberries may include weeding and transplanting and other tasks for maintenance of blackberries. Pre-harvest activities may also include staking, tying, transplanting, and pruning.

For cantaloupes: Workers will walk along rows and cut melons according to size, color, shape and degree of maturity using a knife. Workers may be required to carry to trailer or window. Workers must be careful not to damage the tender young plugs. Workers will perform routine maintenance including pulling weeds and cleaning drip irrigation equipment. Workers will be expected to grade, sort, and place in shipping containers. After harvest is completed, workers will be required to remove mature melon vines from the plastic as well as preparing the plastic for the next planting cycle, if applicable. Pay is hourly.

For cut flowers & greenhouse: Plants, cultivates, and harvests horticultural specialties, such as flowers and shrubs, and performs related duties in environmentally controlled structure. Workers will apply organic herbicides, fungicides, and pesticides to destroy undesirable growth and pests, using spray wand connected solution tank. Pollinates, prunes, transplants, and pinches plants, and bulls flowers, branches, fruit, and plants to ensure development of marketable products. Harvests, packs, and stores crop. May maintain and repair hydroponics and environmental control systems. May maintain and repair structures, using materials such as corrugated fiberglass panels, lath, glass panes, putty, and tools such as a hammer, saw, and putty knife.

Work may include mechanized field work using power equipment. By way of example and not limited to power equipment which may include tractors, planters, sprayers, cultivators, and other farm equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning through the heat of the day working in the fields. Temperatures may range from 10 degrees to in excess of 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.

General Conditions Applicable to All Crops: Work begins at an assigned time shortly after daylight. Work is performed under various weather conditions. All of the tasks in this job description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to producing the crops such as performing hand weeding or hoeing, repairing buildings, maintaining grounds, operate tractor/farm equipment, incidental crop setup when needed and movement of irrigation systems and equipment, gardening, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Employer will provide tools and equipment at no cost for workers to perform the above tasks. Workers who are found to be responsible will be charged for any willful damage to or loss of such tools and equipment; however, the employer will not deduct for such willful destruction of property.

Full Crop Commitment: This is regular work seven hours per day, Monday – Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of the employment, he will not receive the ¼ guarantees discussed below and will not receive certain transportation reimbursements discussed below.

#### Item 16 – Wage Rates, Special Pay Information and Deductions

The current Adverse Effect Wage Rate (AEWR) of \$9.70 per hour or the AEWR in effect at the time work is performed, the prevailing hourly rate, the agreed upon collective bargaining wage, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers.

Page 4

The employer agrees to guarantee all workers employed in the 2011-2012 season a minimum of \$9.70, which is the adverse effect wage rate (AEWR). In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer will pay the newly established AEWR. If, however, there is an adjustment to the AEWR, the employer will pay the highest of the adjusted AEWR, prevailing hourly wage or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage.

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Worker will be paid weekly.

The employer will abide by the regulations set forth at 20 CFR 653.501 (d)(2)(v)(A) & 20 CFR 653.501 (d)(2) (v)(D) which states that the employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the local office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work will be related to farm maintenance activities required in operating an agricultural operation. If the worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.

The employer will advise H-2A visa beneficiary/workers of their responsibility to return to their country of origin, or to subsequent employment-authorized work, at the end of the term of employment.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes as applicable.

Item 17 – Transportation

The employer will reimburse the worker for costs incurred by the worker for visa application fees, border crossing fees, transportation costs and reasonable subsistence from the US Consulate from which the worker came to work for the employer to the place of employment to the extent that such worker-borne expenditures reduce the workers' FLSA earnings at the first pay period, or, no later than at the halfway point in the contract ("50% period"). Daily subsistence (not less than \$10.73 per day) or the current minimum subsistence amount as published in the Federal Register from the place from which the worker, without intervening employment will come to work for the employer, will be paid to workers who cannot provide receipts, and the maximum or the current maximum subsistence amount published in the Federal Register travel subsistence of \$46.00 per day will be paid to the workers with acceptable receipts. The transportation reimbursement will be calculated on the workers' actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

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 CO. In the event of such termination of 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, as described in paragraph (i)(I) of 20 CFR 655.122. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with the existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation & subsistence expenses to the place of employment; & (3) pay the worker for any costs incurred by the worker for transportation & daily subsistence to that employers place of employment. Daily subsistence (not less than \$10.73 per day) or the current minimum subsistence amount as published in the Federal Register will be paid to the worker. The amount of the transportation payment must not be less (and is not required to be more) than the most economical & reasonable common carrier transportation charges for the distances involved.

If the worker completes his contract, meaning his "period of employment", the employer will provide or pay the cost of return transportation and subsistence enroute from the place of employment except when the worker is not returning to the place of departure, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the place of departure. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

For the purposes of the above requirements the "period of employment" is defined as the period from the first workday the worker is at the employer's farm and is ready, willing, able, and eligible to work until the anticipated ending day of the employment in Item 9.

### Other Conditions of Employment

Termination: - The 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 or (b) commits serious acts of misconduct.

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 where worker departed to work for employer and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: - The only work standards required of any alien or US worker will be that after a three (3) day training period each worker possess the physical capabilities to work in produced crops.

Injuries: - Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted.

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

Employer Obligation if Employment is Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or

Page 6

if specified in the job order as a term of employment, providing transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: - Employer will expeditiously notify the Order Holding Local Office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or weather conditions, over recruitment or other factors have changed the terms and conditions of employment.

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.135.

Work Agreement: - The employer will provide a copy of the contract or Job Clearance Order to the worker no later than on the day the work commences. In the case of an H-2A worker, the employer will provide a copy of the contract no later than the time at which the worker applies for the visa.

Wage Statements: - Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period along with hours actually worked. Any deductions will be itemized. If piece rates are used, the units produced daily, beginning & ending dates of the pay period, & the employers name, address, and FEIN.

Other: - Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior to the interview. Workers will have up to three (3) days from date of hire to provide I-9 documents.

The employer's anticipated work force equals 9 workers of which 4 will be H-2A's.

**APPLICATION FOR CONDITIONAL ENTRY**

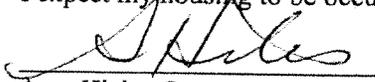
I, Amy Hicks, as the employer, agree to abide by the regulations at 20 CFR 655.135 and 20 CFR 653.501.

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

As a condition to placing my order into clearance, I, Amy Hicks, certify that 30 days prior to occupancy, my housing will meet standards of the US Department of Labor.

I also authorize representatives of the Virginia Employment Commission, the VA Health Dept, and /or the US Employment & Training Administration to inspect the housing that we are offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by March 15, 2012.

  
Amy Hicks, Owner

12/21/11  
Date

  
Agent

12-13-2011  
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 a 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. Five consecutive workdays 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. 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 wish 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 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 premises after 10:30 p.m. except on Saturday night on which night guest 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 or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
23. Workers must 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:

First offense: oral warning and correction

Second offense: written warning and unpaid leave for balance of pay

Third offense: immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

## NORMAS DE TRABAJO

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

Se les notifica que cualquier violación de los requisitos legítimos relacionados al trabajo que tenga el patrón, incluyendo estas normas de trabajo, serán consideradas como motivo para despedir al trabajador inmediatamente, sanciones, tales como suspensión de oportunidades de trabajo por 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, calidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrón 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, antecedentes de trabajo del trabajador y otros factores pertinentes. Despedido del trabajador podría resultar de cualquier ofensa posterior.
2. No se permite ningún uso o posesión de cerveza, licor, o drogas ilegales durante el tiempo de trabajo o durante cualquier día de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no deben reportarse al trabajo mientras estén bajo la influencia de cerveza, licor o drogas ilegales. Los empleados pueden ser despedidos por uso excesivo de alcohol, embriaguez y/o conducta indisciplinada en la vivienda después de las horas de trabajo. Drogas ilegales no se pueden usar, vender, fabricar o guardar en ninguna propiedad del patrón, incluyendo las viviendas.
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, capaces y dispuestos a trabajar todos los días de trabajo. Este no es trabajo esporádico ni "a jornal." Tardanzas excesivas o repetidas no serán permitidas. Cualquier ausencia del trabajo debe ser reportada antes de las 7 A.M. Cinco días laborales consecutivos sin justificación significará abandono del empleo y el trabajador será terminado(perderá el empleo).
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(mascotas) 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 al capataz(supervisor).
6. Todas las viviendas deben ser cerradas con llave cada mañana antes de ir al trabajo. Las luces y calefacción que no sean necesarias deben ser 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 del piso 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 trabajo, ni en el área de vivienda. Se deben usar los recipientes para basura y desperdicios.

10. Los trabajadores no deben tomar descansos 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 patrón sin autorización.
13. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, ni 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 10:30 p.m. excepto los sábados por la noche cuando las horas de visita terminan a medianoche. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrón, debe dormir en los dormitorios.
15. Los trabajadores no deben limitar la producción a propósito, dañar la fruta excesivamente o intencionalmente.
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, a cualquier hora.
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 cualquier 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 ni otros vehículos, máquinas, herramientas o otro equipo si no se les ha sido asignado 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 los hechos por escrito.

Virginia Employment Commission Hopewell Local Office	Virginia Comision de Empleo La Oficina de Hopewell
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: 263948	1. Numero de el Orden: 263948
2. Name of Employer: Amy's Garden	2. Nombre del Empleador: Amy's Garden
3. Location of Employer & Directions: (See ETA 790)	3. Lugar y Direccion del Empleador: (Mira el papel ETA 790)
4. Period of Employment: From 03/15/2012 to 10/31/2012	4. Periodo de Empleo: Del 03/15/2012 to 10/31/2012
5. Work Schedule: Minimum of 7 hrs per Day, 5 days per week & 5 on Saturday	5. Horario de trabajado: Horas por dia 7 De dias por semana 5 y 5 horas Sabado
6. Work to be performed: Horticultural Hourly Wage: \$ 9.30 per hour	6. El trabajo: Horticola Sueldo por Hora: \$ 9.30 a hora
7. Transportation provided: From labor camp to work site & return: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7. Transportacion provista: del encampamento al la huerta y vuelta: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Housing & Accommodations: 3 Individual 0 Family	8. Vivenda Disponible para: 3 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. Deducions: 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 in this office.</p> <p>The employer has guaranteed your first  week's wages unless he notifies this job  service office of a later starting date by:  <u>3/1/12</u></p> <p>In order for you to be eligible for this  guarantee, you must contact the job service  at: Virginia Employment Commission  5240 Oaklawn Blvd  Hopewell, VA 28360  804-541-6548</p>	<p>11. Notas para los trabajadores:  Una copia del orden completa esta  disponible en la oficina 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  <u>3/1/12</u></p> <p>Para que ud pueda tener a esta garantia de  pago, tendra que ponerse en contacto con:  Virginia Comision de Empleo  5240 Oaklawn Blvd  Hopewell, VA 28360  804-541-6548</p>
<p>During the period of <u>3/2/12</u> to  <u>3/8/12</u>, any job service will assist  you in doing this.</p>	<p>Durante el periodo del <u>3/2/12</u> al  <u>3/8/12</u> cualquier oficina del servicio  de empleos le asistira.</p>

## **CHARLES CITY COUNTY COMMUNITY SERVICES**

Charles City County Health Department  
7501 Adkins Road  
Charles City, VA 23030  
(804) 829-2490

Charles City County Department of Social Services  
11600 Courthouse Road  
Charles City, VA 23030  
(804) 829-9207

Charles City County Sheriff's Department  
10600 Courthouse Road  
Charles City, VA 23030  
(804) 829-9265 - non-emergency  
911 - \*emergency only

John Randolph Medical Center  
411 W. Randolph Road  
Hopewell, VA 23860  
(804) 541-1600

Medical College of Virginia  
401 N. 12<sup>th</sup> Street  
Richmond, VA 23232  
(804) 828-9000

Salvation Army Shelter  
3807 Mechansville Turnpike  
Richmond, VA 23231  
(804) 497-8780

Cecily Rodriguez  
Telamon Corporation  
4913 Fitzhugh Ave. Ste. 202  
Richmond, VA 23230  
(804) 355-4676

VA Farmworkers Legal Assistance Project  
1000 Preston Avenue, Suite B  
Charlottesville, VA 22903  
(434-296-8851