

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 2/25/2010

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. 154082

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 2/25/2010 for 16, 45-2092-02
(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.


(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)

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

U.S. Department of Labor
 Employment and Training Administration
 O.M.B. Approval No. 1205-0134 Expires 08/31/2009



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) Andrews Farming Co., LLC 226 Autumn Leaf Lane Galax, VA 24333 (276) 236-7101 c/o ILMC Labor Consultant 234 Cameron Ave. P.O. Box 830 Vass, NC 28394 Ph: (910) 245-4808 Fx: (910) 245-3837	Industry Code / Código de Industria 0161 Job Order # / No. Orden de Empleo 154082
2. Location and Direction to Work Site / Dirección del lugar de trabajo 226 Autumn Leaf Lane Galax in Grayson County, VA (see attachment / para más detalles vea)	Occupational Title and Code / Título Ocupacional y Código 45-2092 02 Farmworker, Vegetable Clearance Order Issue Date / Fecha de Tramite: 2/25/10
3. Location and Description of Housing / Dirección y Descripción de la Vivienda 200 Autumn Leaf Lane, Galax, VA (see attachment / para más detalles vea)	Job Order Expiration Date / Fecha de expiración: 4/16/10 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/Desde: 3/29/10 To/Hasta 12/15/10 7. No. of Worker's Requested / No. de Trabajadores Pedidos 16 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana Total: 40 Sunday / Domingo 0 Wednesday / Miércoles 7 Monday / Lunes 7 Thursday / Jueves 7 Tuesday / Martes 7 Friday / Viernes 7 Saturday / Sábado 5 9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar Employer / El Empleador Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> Local Office / Oficina Local Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
4. Board Arrangements / Arreglo de Alojamiento Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing is not provided to non-workers. SEE ETA 790 ATTACHMENTS FOR FULL BOARDING ARRANGEMENTS (see attachment / para más detalles vea 4)	
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos All local applicants and intrastate (in state) are to apply directly to employer Monday thru Thursday between the hours of 9:00 am and 4:00 pm and Fridays between 9:00 am and 11:00 am. All interstate (out of state) applicants may apply at any State Workforce Agency (SWA) office or by contacting employer directly. SEE ETA 790 ATTACHMENTS FOR FULL REFERRAL INSTRUCTION. (see attachment / para más detalles vea 5)	
10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box) Workers will cultivate, harvest and pack crops named in this job order. During the season workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will attach farm implements. Workers may drive tractors to apply chemicals to the fields and/or crops. Workers must be physically able to perform the job duties on this farm, able to work in cold, wet, hot, humid weather, and able to stand on feet for long periods of time. Physically able to lift up to 75 lbs. on a consistent basis throughout each work day. Workers are subject to random drug testing at employers expense. See attachments for a more complete job description. (see attachment / para más detalles vea 10)	
10a. Descripción del Trabajo (Summary of Material Job Specifications in SPANISH must be included inside this box) Los trabajadores cultivar, cosechar y los cultivos paquete llamado en este orden de trabajo. Durante los trabajadores de temporada puede ser necesaria para conducir un tractor tira de un vagón a través del campo o entre los campos relacionados con el trabajo que se realiza. Los trabajadores conceden implementos agrícolas. Los trabajadores pueden conducir tractores para aplicar productos químicos para el campo y / o cultivos. Los trabajadores deben ser físicamente capaz de realizar las tareas de trabajo en estas fincas, capaz de trabajar en clima frío y húmedo, caliente, húmedo y capaz de permanecer en pie durante largos periodos de tiempo. Físicamente capaz de levantar hasta 75 lbs. sobre una base constante a través de cada día de trabajo. Los trabajadores son sometidos a pruebas de drogas al azar a los empleadores de gastos. Ver accesorios para una descripción del trabajo más completo. (see attachment / para más detalles vea 10)	

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Píeza/Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES	NO	Pay Period Periodo de Pago
cabbage	\$ 7.40		CORRECTION APPROVED NATIONAL PROCESSING CO. NE ON 2/25/2010 DATE	FICA	*X		Weekly / X
Harvest cabbage	\$ 9.02			Federal Tax	*X		Semi-annual
	\$	\$		State Tax	*X		Bi-Weekly / cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)		X	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago The employer will make the following deductions from the Worker's wages: FICA taxes and State (if applicable). Federal Income tax as required by law. Cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, will be charged to the worker. *FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa.

(see attachment / para más detalles vea 11)

12. Transportation Arrangements / Arreglos de Transportación (Please explain) The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This paragraph applies only to Workers for whom the employer is legally obligated to supply housing. After 50% of work contract period, employer shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon satisfactory completion of the work agreement, employer will pay for such Workers reasonable costs of return transportation and subsistence 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 does not agree to pay such costs, in which case the employer only pays for the transportation and subsistence to the next job. The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Grower.

(see attachment / para más detalles vea 12)

13. 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 area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s) / sembrado(s)? Yes ___ No ___ If you have checked yes, what is the FLC wage for each activity? / Si contesta "Si," cual es el salario que le paga el Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes No Excludes H-2A workers

15. Workers compensation insurance provided / Indemnización por accidente de trabajo: Yes No

16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes 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")

NONE / NINGUNO

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

NONE / NINGUNO

19. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

Galax Workforce Center
983 East Stuart Dr.
Galax, VA 24333
(276) 236-5105

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono)

Bill Webb (276) 236-5105

21. 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 de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.

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

Robert Kent Andrews
Owner

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 ETA nor the State agencies are guarantors of the accuracy or truth-fulness 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.

LEÁSE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para jurar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptado o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte.

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 are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions to reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room 6-4321, Washington DC 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134).

ATTACHMENT TO ETA 790

Workers recruited under this Job Order are recruited to work on the employer's farm in the certified occupation during the period of employment shown in Item 6. The employer/members will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers.

1) Name and address of employer: Andrews Farming Co. LLC, 226 Autumn Leaf Lane, Galax, VA 24333.

4. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. 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 toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

5. All local applicants and intrastate (in state) are to apply directly to employer, Monday thru Friday between the hours of 9:00 am and 3:00 pm. All interstate (out of state) applicants may apply at any State Workforce Agency (SWA) office or by contacting employer directly, in accordance with the referral instructions above. State employment service agency staff is encouraged to call employer to make a referral while the applicant is at the Job Service office. Interviews will be conducted quickly over the telephone to create less of a burden on the applicant. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements and enable employer's staff to conduct the telephone interview quickly.

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers not providing this required documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

6. Anticipated employment dates: 3/29/2010 until 12/15/2010.

8. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday - Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10 hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

10. Job Specifications:

Sanitation Requirements:

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. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the produce fields for harvest activities or the packing facility for packing operations. There will be no tobacco usage in the field or packing areas at any time. There will be no tobacco usage in the field or packing areas at any time.

Workers must use care when performing duties listed below not to break or damage the plants. All operation must meet standards contained in the employer's contract with the buyer.

Operational specifications can change during the season due to crop or market condition. Workers will be expected to conform to the specific instructions given for each day's work. The farm owner, supervisor or a designated employee will provide instruction and general supervision. The grower or supervisor will make daily individual work assignments, crew assignments, and location of work as the needs of the operation dictate. Workers may be assigned a variety of duties in any given day and different tasks on different days.

Cabbage: Workers will plant, cultivate, harvest, and pack cabbage. Workers will plant cabbage at supervisors instruction. Workers will remove weeds either by hand or with a hoe. Workers may be responsible for applying fungicides, pest control, and fertilizers. Workers will cut mature cabbage heads using a knife as specified by employer. Products will then be placed into sacks or boxes and placed on trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment. Workers will be required to stay on their assigned row.

Field preparation, planting, cultivation: Workers will lay, clean and otherwise maintain plastic fields during the growing season as shown, do planting, irrigation, and staking and stringing of plants. Worker will use string to provide support for plants and will be shown how to do this as well as pruning the plant appropriately. Sticks may be used instead of string at the grower's discretion

Farm vehicle and equipment operation: Workers may drive farm vehicles to and from the housing units to the field, and to and from the store so that workers may shop. Workers may drive and operate various motor vehicles including tractor, mower, forklift, bulldozer, backhoe and make minor repairs or adjustments to farm equipment and machinery.

Farm, Field and Shed Sanitation: All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm and shed sanitation duties.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS:

Fieldwork begins at assigned time as designated by the employer or supervisor. Work may be performed during light rain and in high humidity and in temperatures ranging from 90+ degrees to below 35 degrees F. Workers will perform some of their tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Most tasks, however, require workers to perform activities on their feet in stooped, crouched, or kneeling position for long periods of time in extremely hot or wet weather. Workers will supply their own work clothes. All 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 farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, grounds, set up and move aluminum irrigation pipes and equipment, cleaning and maintaining drip irrigation systems, installation and removal of black plastic for purposes of drip irrigation, gardening, weeding and shrubbing, etc.

Harvesting specifications can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each days work.

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

Full Growing Season Commitment: The job offered requires that the worker be available for work seven hours per day Monday through Friday and five hours on Saturday every day that work is available for the full period of employment shown in Item 6, even though work may be slack for brief periods at any point during the season. The worker agrees to be available for work and perform the assigned work for the employer whenever work is available through the full period of employment shown in Item 6. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required seven hours per day Monday- Friday and five hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 6 he will forfeit the ¾- guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Minor Crops: This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

When beginning a crop activity for the first time, the employer will provide instructions and/or training in the proper way to perform the crop activity. Thereafter the worker will be expected to perform the task with diligence as instructed. After the training and acclimation period, workers who fail to perform the work in the manner specified may be terminated.

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(s) 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 employment, he will not receive the ¾ guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

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

11. Wage Rates, Special Pay Information and Deductions:

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

All work will be paid the adverse effect wage rate (AEWR) of \$7.25 per hour except when harvesting the cabbage. When workers are engaged in harvesting cabbage they will be paid at the prevailing practice wage of \$9.02 per hour.

A). The employer will make the following deductions from the Worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa.

B). Employers guarantee to offer employment for the hourly equivalent of ¾ of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours, which the Worker

fails to work during a workday when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hour. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible US workers who apply during the first 30 days of the employment period in accordance with the rule at 20 CFR 655.102(f)(3)(i), percent of the contract period.

C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

D). Workers will be paid weekly.

E). Employer will provide a worker referred through the SWA Interstate 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 employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system the applicable hourly rate for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general labor and maintenance activities including, cleaning/stacking greenhouse supplies, cleaning and maintaining migrant housing, pulling weeds, fence mending and the repair and maintenance of greenhouse buildings and equipment.

F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; the worker's net pay; the employer's name, address and IRS identification number.

12. Transportation: In accordance with the regulations found at 20 CFR 655.104(h)(1), (2), and (3) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.

The Employer will offer transportation to and from the daily work site at no cost to the workers entitled to the housing benefit. The use of this daily transportation by eligible workers is voluntary; no worker is required as a condition of employment to utilize the daily transportation to the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite and return. Workers are always free to choose their own means of transportation at their own expense.

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot return to their place of residence the same day and are, therefore, eligible for the benefit.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

For US workers eligible for the inbound transportation benefit, the Employer will reimburse US workers who complete 50 percent of the work contract period and who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has departed to the employer's place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has departed to the employer's place of employment, and by regulation is not required to exceed the most economical and reasonable common carrier transportation cost for the distance involved. For eligible foreign (H-2A) workers coming from outside the United States, this reimbursement benefit basis is the place from which the worker departed is the place of recruitment which DOL has interpreted in the regulations to mean the appropriate US consulate or port of entry. All other criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. The employer reserves the right to arrange charter or other

transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. For foreign (H-2A) workers who came to work from outside the United States, this outbound transportation benefit basis is the place from which the worker has departed will be considered to be the appropriate US consulate or port of entry as interpreted by DOL in the regulations. All other criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence checks through the grower via US mail. In those circumstances, the grower will distribute the checks as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the employer for any damages, injuries, and personal or property losses.

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he can not perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 30 day rule in 20 CFR 655.102(f)(3)(i).

Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.104(h)(1), which refers to 20 CFR 655.104(g) and is governed by 20 CFR 655.114(a), which is capped at \$9.90 per day for 3 meals under the regulation.

Other Conditions of Employment:

A). Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned grower's work rules; the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment; two consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Grower and secure permission for necessary absences. g) falsifying identification, personnel, medical, production or other work related records. h) fails or refuses to take random drug test for all employees. i) commits acts of insubordination. Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 30 day rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

- B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.
- C). Injuries: Worker will be covered by Worker's 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. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.
- D). Employer Obligation if Employment 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 if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.
- E). Employer Notification of Changes in Employment Terms and Conditions: Employers 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 that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.
- F). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.
- G). Training: There will be a training period (up to 3 days) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops noted in Item II. For purposes of this section seven or more hours will be considered one day.
- H). Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.
- I). U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations
- J). Employer agrees to abide by the regulations at 20 CFR 655.105, Assurances, and 20 CFR 653.501.
- K). The employer as a part of positive recruitment as per 20 CFR 655.102(d)(1-4) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.
- L). There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.
- M). For workers covered by 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.
- N). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug tests at no cost to the worker. Failure to comply with the request or testing positive will result in immediate termination.
- P) Grievance and Arbitration Procedure: As required by Department of Labor regulations, all workers (foreign or domestic) have a right to file a grievance or complaint with the nearest local office of the Virginia Employment Security Commission, as described in 20 CFR 658, Subpart E (Job Service Complaint System). As an option, Andrews Farming LLC provides a grievance and arbitration procedure available to all workers (domestic and/or foreign) for the resolution of grievances involving Covered Rights arising out of employment under this clearance order. This procedure is established for workers, at no cost to the worker, to use for the resolution of complaints not made through an administrative process (such as through the Job Service Complaint System, the Virginia Employment Security Commission, the U.S. Department of Labor, the Equal Employment Opportunity Commission,

etc.). Employees must agree to use this procedure as an alternative to filing suit in local, state or federal court as a condition of employment.

If a timely filed grievance under the Andrews Farming LLC. procedure involving a Covered Right is not resolved to the satisfaction of the worker and/or has not been referred to a government agency, the worker may request confidential, binding arbitration of the grievance as the worker's sole remedy. A Covered Right is defined as a violation of statutory or common law rights, such as discrimination, harassment, or retaliation based on race, sex, national origin, color, religion, age, or disability; wrongful termination or constructive discharge; workers' compensation retaliation, denial of medical leaves under any law, including the Family and Medical Leave Act; common-law torts based on negligence or intentional acts; breaches of contract; "right to work " violations; and disputes regarding pay, including claims under the Fair Labor Standards Act and any applicable state wage and hour law.

*Use of the masculine pronoun herein is for convenience of reference only.

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer, these work rules are only a suggestion to the employer. The employer's use of these work rules is entirely voluntary. The employer may develop and enforce his/her own work rules.

Violation of these rules or other lawful job-related employer requirements, including these work rules, would be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

1. Workers must perform their assigned work in a careful, workman-like manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited 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 alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be CAUSE FOR IMMEDIATE TERMINATION.
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences are defined as: Two consecutive days of unexcused absences or three unexcused absences in a 30-day period. Violation will be CAUSE FOR IMMEDIATE TERMINATION. Workers must report at assigned time and place each workday as directed by the grower or supervisor. WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.
4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
5. 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.
6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.
7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.
8. Workers may not take unauthorized breaks from work.
9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
10. Workers may not enter employer's premises without authorization.
11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.

REGLAS DE TRABAJO

Las reglas de trabajo siguientes son queridas para proporcionar la dirección a trabajadores en los estándares de conducta e interpretación esperada de ellos por el Patrón. La violación de estas reglas u otras exigencias de patrón relacionadas con el trabajo legales, incluso estas reglas de trabajo, será considerada tierras para disciplina o descarga inmediata. Las penas para infracciones pueden incluir la suspensión del trabajo sin la paga para el resto del día, o durante hasta tres días, en el único juicio del Patrón, según la seriedad de la infracción, el registro previo del trabajador, y otros factores relevantes. Las infracciones repetidas, serias, o agravadas pueden causar la descarga inmediata. Se espera que trabajadores cumplan con todas las reglas acerca de disciplina, asistencia, calidad de trabajo y cantidad, y el mantenimiento de toda la propiedad.

1. Los trabajadores deben realizar su trabajo adjudicado en una manera cuidadosa, parecida a un trabajador de acuerdo con la provisión del contrato de trabajo. El trabajo descuidado no será tolerado.
2. El uso o la posesión de bebidas alcohólicas o medicinas ilegales son estrictamente prohibidos durante el tiempo de trabajo o durante cualquier día laborable antes de que el trabajo sea completado para el día (como durante comidas); los trabajadores pueden no hacer un informe para el trabajo bajo la influencia de bebidas alcohólicas o medicinas ilegales. Las medicinas ilegales no pueden ser usadas o siguieron cualquier local de patrón, incluso el alojamiento en cualquier momento. El uso o la posesión de medicinas ilegales, fallando o rechazando tomar una prueba de medicina serán LA CAUSA PARA LA TERMINACIÓN INMEDIATA.
3. Las ausencias excesivas y/o la tardanza no serán permitidas. Se espera que empleados estén presentes, a tiempo, capaces y complacientes a realizar el trabajo adjudicado cada previsto el día laborable. Este no es el "o trabajo de día esporádico." Las ausencias excesivas son definidas como: Dos días consecutivos de ausencias no perdonadas o tres ausencias no perdonadas en un periodo de un 30 día. La violación será LA CAUSA PARA LA TERMINACIÓN INMEDIATA. Los trabajadores deben hacer un informe en tiempo adjudicado y lugar cada día laborable como dirigido por el cultivador o supervisor. Los TRABAJADORES SERÁN DESCARGADOS PARA LA TARDANZA EXCESIVA. La tardanza excesiva es definida cuando 2 no perdonó tardies en fila o 5 no perdonó tardies en un periodo de treinta días.
4. Los trabajadores mantendrán y guardarán la residencia proporcionada a ellos conforme a OSHA 1910.142 Estándares como fijado en el alojamiento y en la condición limpia y en la reparación buena, tener en cuenta el desgaste razonable. Los trabajadores cooperarán con otros trabajadores adjudicados a tal alojamiento en el mantenimiento de cocina común y áreas vivas en buenas condiciones. Se requerirá que trabajadores guarden el área exterior que rodea el campo limpio y libre de escombros. Los trabajadores relatarán puntualmente cualquier problema con el alojamiento al patrón o supervisor designado.
5. Los trabajadores que viven en el alojamiento del patrón adjudicado a literas pueden no separar literas, cuando el espacio en cuartos durmientes es necesario por todos los inquilinos.
6. Los trabajadores que viven en el alojamiento del patrón pueden no cocinarse en cuartos durmientes o ninguna otra no cocina. Los trabajadores están prohibidos de quitar baterías de detectores de humo por cualquier razón. La VIOLACIÓN SERÁ LA CAUSA PARA LA TERMINACIÓN INMEDIATA.
7. Los trabajadores no deben dejar caer papel, latas, botellas y otra basura en campos, embalando la casa, o en el alojamiento del local. La basura y los receptáculos de desecho deben ser usados.
8. Los trabajadores pueden no tomar rupturas no autorizadas del trabajo.
9. Los trabajadores pueden no dejar el campo u otra área de trabajo adjudicada sin el permiso de agricultor o persona responsable.
10. Los trabajadores pueden no entrar en el local del patrón sin la autorización.
11. Los trabajadores pueden no comenzar el trabajo antes del tiempo inicial previsto o seguir trabajando después del tiempo parador a menos que no autorizado por el patrón.
12. Los trabajadores que viven en el alojamiento del patrón pueden no tener a invitados en el alojamiento del local después de las 22h30 excepto el sábado por la noche en el cual las horas de invitado se terminan a las 12h00. Ningunas personas, además de trabajadores adjudicados por el patrón a un cuarto, pueden dormir en cualquier cuarto.
13. Los trabajadores pueden no restringir deliberadamente la producción.

Agency and Indemnity Agreement

This Agency and Indemnity Agreement (the "Agreement") entered into by and between the International Labor Management Corporation, Inc. (the "ILMC"), an agricultural labor consulting firm in the state of North Carolina and Andrews Farming Co. LLC, an agricultural producer(s) in the state of VA, who is a Client of the ILMC ("Client").

WHEREAS, the ILMC is qualified and capable as Agent of rendering consulting and administrative services necessary to assist the Client in participating in the H-2A program and for the client to obtain domestic and/or supplementary foreign workers under the labor certification process for temporary agricultural employment in the United States ("H-2A workers") to meet the reasonable labor requirements; and

WHEREAS, the Client desires to avail himself of the consulting and administrative services of the ILMC as Agent in participating in the US government authorized H-2A alien certification program to meet the Client's reasonable labor requirements for the calendar year beginning January 1, 20__;

NOW THEREFORE, in consideration of the payment by the Client of the established dues, admission fees and other assessments and such costs as are charged from time to time for providing the services requested by the Client, and for other good and sufficient consideration, including the mutual promises contained in the ILMC Bylaws and this Agreement, pursuant to the requirements of 20 C.F.R. 655.101 (a)(3), and the parties hereto further agree as follows:

ILMC Obligations

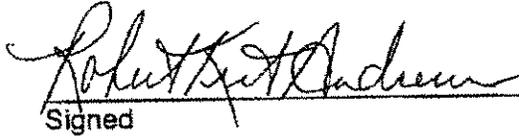
- (1) The ILMC will prepare and process forms and documents pursuant to applicable laws and regulations of the United States Department of Labor and the United States Immigration and Naturalization Service required for the client to participate in the US government authorized H-2A alien certification program.
- (2) The ILMC, on behalf of its Client, will undertake the administrative tasks of the domestic recruitment requirements as established by the regulations and guidelines of the United States Department of Labor (limited exclusively to placing advertisement in newspapers and radio, listing the job order with the appropriate State Employment Service Agency, and preparing and filing the necessary recruitment report for the United States Department of Labor), in order for the client to participate in the H-2A program.
- (3) The ILMC will maintain, either directly or through its designated representatives, all contacts with the State Employment Service Agency, the State Department of Labor, the United States Department of Labor, and the United States Immigration and Naturalization Service, and other governmental agencies necessary to effectuate the purpose of this Agreement.

Client Obligations

- (4) The Client agrees to comply timely with all reasonable policies, procedures, and schedules established by the ILMC which it considers essential for compliance with laws and regulations, successful participation and for the proper operation of the H-2A program.
- (5) The Client agrees to comply with all of the terms and conditions of employment made by the ILMC on the Client's behalf in the Agricultural and Food Processing Clearance Order, ETA Form 790, and Application for Alien Employment Certification, ETA 750 ("Job Order") and with each term of the agricultural work agreement, which describes all the material terms and conditions of employment, that is entered into with both U.S. and H-2A workers by the Client. The Client agrees to familiarize himself with the terms and conditions of employment in the job order and the agricultural work agreement and to comply with all obligations imposed on the Client as an employer of U.S. and/or H-2A migrant and/or seasonal agricultural labor found in applicable law and regulations, including without limitation, those at 20 C.F.R. Parts 653 and 655.
- (6) In particular, but not limiting the foregoing, the Client agrees a) to pay worker's required wages and benefits, b) to make those deductions from the worker's paychecks which are required and only those deductions allowed by law, c) to provide housing as required which meets all applicable standards, d) to reimburse timely required transportation and associated daily subsistence costs, e) to provide written statements of the worker's total earnings, hourly rate

CONDITIONAL ACCESS

The request for conditional access into the intrastate or interstate clearance system is made on behalf of indicated employer whose housing has not yet been inspected and found in compliance with applicable regulations and is made with the express understanding that the respective employer assumes the obligation under the applicable regulations for timely compliance with applicable housing standards. See addendum.


Signed _____

Date

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 154082
2. NAME OF EMPLOYER: Andrews Farming Co. LLC
3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)
4. PERIOD OF EMPLOYMENT:
FROM 03-29-10 to 12-15-10
5. WORK SCHEDULE:
HOURS PER DAY 8 DAYS PER WEEK 5
6. CROP AND PAY:
CROP: tobacco and cabbage
HOURLY WAGE: \$7.40 or "10 AEW" 10.02
PIECE RATE: N/A
7. WORK TASKS TO BE PERFORMED:
Workers will plant, cultivate, harvest, and pack cabbage. Workers will remove weeds either by hand or with a hoe. Carrying and hauling potting soil, water and containers. Workers will be required to prepare load/unload all crops for shipment to market. Heavy field work, stoop labor required.
8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
 YES NO
9. HOUSING CAN ACCOMMODATE 8 PERSONS
 INDIVIDUAL
 FAMILY
10. MEALS:
PROVIDED: YES NO
IF YES: COST PER DAY n/a
(See item 13 in Job Order)
WORKERS MAY DO THEIR OWN COOKING:
 YES NO
11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX
INCOME TAX	XXXXXX
TRANSPORTATION	NONE
TOOLS & EQUIPMENT	NONE

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. NUMERO DE LA ORDER: 154082
2. NOMBRE DEL EMPLEADOR: Andrews Farming Co. LLC
3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)
4. PERIODO DE EMPLEO:
DEL 03-30-10 al 12-15-10
5. HORARIO DE TRABAJO:
HORAS POR DIA 8 NUMERO DE DIAS POR SEMANA 5
6. COSECHA Y PAGO:
COSECHA: califor a tabaco
SUELDO POR HORA: \$7.40 o "10 AEW" 10 to
PAGA POR UNIDAD: N/A \$9.02
7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Trabajadores plantarán, cultivan, y cosechar repollo. Prepara la tierra Y cubria las verduras para proveer protección. Trabajadores deben cargar las cosechas en camiones para transporte al mercado. Se requerirán doblar, estar paradas e inclinarse y llevar las cajas de producto.
8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO HASTA LOS LUGAR M DE TRABAJO Y VUELTA SI NO.
9. VIVENDA DISPONIBLE PARA 8 PERSONAS:
 INDIVIDUOS
 FAMILIAS
10. COMIDAS PROVISTAS:
 SI NO
SI SON PROVISTAS, EL COSTO POR DIA SERA n/a (Vea Num.13 en la Orden de Trabajo)
LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS SI NO

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX
IMPUESTOS SOBRE INGRESOS	XXXXXX
TRANSPORTACION	<u>NO</u>
HERRAMIENTAS Y MAQUINARIA	<u>NO</u>

CREWLEADER CHARGES NONE

SUMA COBRADA POR EL
CONTRATISTA DE TRABAJADORES
AGRICOLAS NO

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by 03-14-10.

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

VIRGINIA EMPLOYMENT COMMISSION
Bristol, Virginia 24203
276-642-7350

During the period of 03-14-10 to 03-21-10.
Any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR:

Una copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ba 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 atrasada, y que tal notificacion sea a más tardar el 03-14-10.

Para que Ud pueda tener derecho a esta garantia de pago, tendrá que ponerse en contacto con la Oficina del Servicio de Empleo en el:

VIRGINIA EMPLOYMENT COMMISSION
Bristol, Virginia 24203
276-642-7350

Durante el periodo el 03-14-10 al 03-21-10.
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

COMMUNITY SERVICES

STATEWIDE HUMAN SERVICES INFORMATION REFERRAL
TELEPHONE 1-800-230-6977

GRAYSON COUNTY HEALTH DEPARTMENT
TELEPHONE 276-773-2927

DEPARTMENT OF SOCIAL SERVICES
TELEPHONE 276-773-2452

TRI-COUNTY HEALTH CLINIC
TELEPHONE 276-398-2292

HOTLINE AND CRISIS
G.D.C. NATIONAL HOTLINE
TELEPHONE TOLL FREE (24 HOURS) 1-800-342-2437
TELEPHONE SIDA (IN SPANISH) 1-800-344-7489

EMERGENCY SERVICES

GALAX POLICE DEPARTMENT
TELEPHONE 276-236-8102

GALAX FIRE DEPARTMENT
TELEPHONE 276-236-5773/9944

BAYWOOD RESCUE SQUAD
TELEPHONE 276-236-9070

SHERIFF'S OFFICE

SHERIFF
EMERGENCIES (DAIL 911)
ALL OTHER PURPOSES 276-773-3241

HOSPITAL

TWIN COUTNY HOSPITAL
111 S. MAIN STREET GALAX, VA 24333
TELEPHONE 276-236-8181

BRISTOL REGIONAL MED CENTER
1 MEDICAL PARK BLVD
BRISTOL, TN
TELEPHONE 423-844-2844

LEGAL ASSISTANCE

VIRGINIA JUSTICE CENTER FOR MIGRANT AND SEASONAL FARMWORKERS
1000 PRESTON AVE, SUITE A
CHARLOTTESVILLE, VA 22903
1-800-763-7323 434-977-05558