VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 7/22/2009

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

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

SUBJECT: Request for Extension of Clearance Order No. 137614

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

dated 7/22/2009 for 5 (No. of Openings), Farmworker 45-2092-02 (Occupational Title and Code)

to be sent to the offices of your choice.

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

Michelle Abraham
(signature)

* *

DATE _____

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

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

_____
(signature)

ultural and Food Processing Clearance Order
o de Empleados para Agricultura y Procesamiento 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)
EDUARDO A. SALINAS - 2888 Mocassin Valley Road - Lebanon VA 26266. 276-794-7875

Industry Code / Código de Industria: 132
Job Order # / No. Orden de Empleo: 1376 19
Occupational Title and Code /Título Ocupacional y Código: 45-2092 - FARMWORKER
Clearance Order Issue Date / Fecha de Tramite: 7/22/09
Job Order Expiration Date / Fecha de expiración: 9/31/09

2. Location and Direction to Work Site / Dirección del lugar de trabajo
Russell County VA - Off I-9, on Hwy 58 toward St. Paul VA - Moccassin Valley Road - 5 miles on left and 7 miles on left hwy 71 North - 6 miles on left; Hwy 71 south - 2 miles on right; Rod 606 - High Point Rd- 5 miles on left and right

(see attachment / para más detalles vea 1)

6. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 08/31/2009 To / Hasta 12/31/2009

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 5

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Fom Abingdon VA, take Hwy 58. go 18 miles. turn right on SR 671. Go 1/2 mile; turn left into trailer park - Second trailer on left.

(see attachment / para más detalles vea 1)

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena

Total:			40
Sunday / Domingo	0	Wednesday / Miercoles	8
Monday / Lunes	8	Thursday / Jueves	8
Tuesday / Martes	8	Friday / Viernes	8
		Saturday / Sabado	0

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:
Employer / El Empleador Yes ☐ No ☒
Local Office/Oficina Local Yes ☐ No ☒

4. Board Arrangements / Arreglo de Alojamiento
EMPLOYER WILL FURNISH FREE & CONVENIENT COOKING & KITCHEN FACILITIES SO WORKERS CAN PREPARE THEIR OWN MEANS OR FURNISH MEALS. EMPLOYER WILL I ALSO PROVIDE TRANSPORTATION AT LEAST ONCE EACH WEEK AT NO COST TO THE WORKERS TO ASSURE THEY HAVE ACCESS TO STORES.

(see attachment / para más detalles vea 1)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos
REFERRALS OF INDIVIDUALS SHALL BE MADE THROUGH DEPARTMENT FOR EMPLOYMENT SERVICES (DES), IN ORDER TO ASCERTAIN EMPLOYMENT INFORMATION.. EMPLOYER WILL ACCEPT REFERRALS WHO MAY APPLY DIRECT OR REFERRED FROM ANY OTHER SOURCE. JOB SEEKER WILL BE INFORMED OF TERMS AND CONDITIONS OF THE JOY BY INFORMATION CONTAINED IN THE STATE JOB ORDER.. CONTACT: EDUARDO SALINAS @ 276-795-7875

(see attachment / para más detalles vea 1)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]
Cutting Tobacco: Workers will cut ripe plants off at the ground using a tobacco knife and spear stalk over a metal spear onto a wooden stick (stick is 48" long, one end is stuck in ground and the spear is placed on the other end). Transfer the loaded stick from ground to wagon or trailer and load sticks on the wagon or trailer in an orderly fashion. Industry standard is six (6) plants per stick (stick & plants may weigh up to 80 pounds & tobacco plant may be 7 feet tall).

(see attachment / para más detalles vea 1)

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]
Corta plantas maduras en la tierra usando un tallo del cuchillo y de la lanza del tabaco sobre un laza de metal sobre un palillo de madera. (El palillo es 48" de largo, un extremo se pega en tierra y la lanza se coloca en otra extremo Transfiera el palillo cargado de la tierra a los palillos del carro o del acoplado y de la carga en el carro o el acoplado en una manera ordenada. El estándar de la industria es seis (6) plantas por el palillo (el palillo y las plantas pueden pesar hasta 80 libras y la planta del tabaco puede ser 7 pies de allo).

C-09196-20203

(see attachment / para más detalles vea _____)

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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciónes	YES SI	NO	Pay Period Periodo de Pago
TOBACCO- All Activities	$ 7.50	$		Social	X		Weekly / Semanal
	$	$		Federal Tax Impuestos Federales	X		X
	$	$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem.
	$	$		Meals (comidas)		X	
	$	$		Other (specify)/ Otro		X	Other / Otro

More Details About thePay/Más Detalles Sobre el Pago

Prevailing wage rate for State or Adverse Effec Wage Rate (AEWR) whichever is higher is guranteed as minimum for all work contacined in this order. Employer will make following deductions: taxes applicable under Federal, State and Local laws; advance (x) meals ( ); Workers will be charged for willful desctruction of property (x); Employer will furnish worker, on or before each payday, written statements showing, at a minimum, hours actually worked, total earnings and all deductions for pay period. Statements will comply with 20 CFR 655.102(b)(8).

(see attachment / para más detalles vea 1)

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

A. Employer will not advance transportation and subsistence costs to workers for transportation to place of employment. B. This subparagraph applies only to workers for whom employer

(see attachment / para más detalles vea 1)

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 Agícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Sí ☐ No ☒ If you have checked yes, what is the FLC wage for each activity?/Si contesto "Sí," cual es el salario que le paga al Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes ☐ No ☒

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

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

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

VA Employment Commission - 703 E. Main St - pob 1358 - Richmond VA 23218

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

H2A REP - 804-786-8714

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. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.

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

SEASONAL HANDS LLC - c/o Mayra Diaz Ballard, Agent

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-fullness 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.

LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar 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 aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

ETA-790 - ATTACHMENT #1

Item 3. - Location and Description of Housing

Housing will be clean and in compliance with OSHA housing standards. Workers will be responsible for maintaining housing in a neat and clean manner. Reasonable repair costs of damage, other than that which is caused by normal wear and tear, will be charged of workers found to be responsible for damage to housing and furnishings. Housing and utilities are furnished at no cost to workers who are unable to return to their place of residence the same day. **In the event that a female worker is hired, the employer will provide: 1.) separate toilet and shower facilities; 2.) separate sleeping quarters shared only by other female workers or family members.** Mail and Telephone: Workers may receive mail at the following address: **2888 Mocassin Valley Road – Lebanon VA 26266. 276-794-7875**

Item 5. Referrals (cont.) information. Employer will accept referrals that may apply direct or referred from any other source. Job seekers will be informed of terms and conditions of the job by information contained the State job order. These State job orders are entered by geographical/administrative areas within the state. This is done to ensure that local job seekers have equal access to these job opportunities. These offices are referred to as "the job holding office". The "job holding office" will refer all interested applicants to the employer/agent with a copy of the State job order(s), which contains all pertinent information concerning the job. The employer agrees to interview all US workers referred by DES for:

1. Availability and commitment to work the entire length of the contract.
2. Have transportation to the job site. Applicable to intrastate workers within the local commuting area that are traveling daily from home to jobsite and from jobsite to home.
3. Have been fully apprised of the job order information, terms and conditions of the job and the nature of the employment
4. Workers state he/she can physically able perform the job requirements
5. Ability to provide documentation to complete the INS Form I-9.

Job seeker with copy of job order is to contact the following: **Eduardo A. Salinas – 2888 Mocassin Valley Rd – Lebanon VA. 276-794-7875** ***Monday through Friday 8:00 a.m. to 5:00 p.m.*** – *Answering machine/voice mail if unable to answer phone: ability to return call within 1 working day

Housing Tobacco: Workers will . . .
Transfer the stick from wagon or trailer to other workers standing on rails in the tobacco barn. Workers standing on the rails will either hand tobacco between rails and transfer tobacco to the worker standing on the rails above them (rails are 48" apart and from 6 feet to 40 feet above the ground).
Almacenar Tabaco Transfiera el palillo del carro o del acoplado a otros trabajadores que están parados en los carriles en granero del tabaco. Los trabajadores que están parados en los carriles cualquier tabaco de la mano entre los carriles y tabaco de la transferencia al trabajador que está parado en los carriles sobre ellos (los carriles son 48 "aparte y a partir 6 pies a 40 pies sobre la tierra).

Stripping Tobacco: Workers will . . .
Remove tobacco from rails in barn and transport tobacco to stripping room.
Pull leaves from plant stalks by hand and place in bailing machine.
Operate controls of bailing machine and may be required to bail tobacco by quality grades.
Desojar Tabaco: Quitan el tabaco de los carriles en granero y transportan el tabaco al sitio que pela.
Las hojas del tirón de la planta acecharon a mano y el lugar en afianzar la máquina
funciona controles de afianzar la máquina y se puede requerir para afianzar el tabaco por los grados de calidad.

Other Related Duties: Workers may chop weeds from between tobacco plants with a hoe; remove tops and suckers from plants and apply side dressing.
Otros Trabajos Relativo: Los trabajadores pueden cortar malas hierbas entres las plantas de tabaco con un azada; quitar las partes de arriba de la planta y aplicar fertilizante.

Alternative Work:
Includes: Draining fields, preparing land for planting, maintenance of tools and equipment and other work that is directly related to the crop and activities for which the worker is hired; fences/barn maintenance. Such work will be offered when climate or crop conditions preclude working in the primary activities stated above.
Trabajo alternativo: Incluye: Drenando los campos, preparando la tierra para plantar, el mantenimiento de herramientas y el equipo y el otro trabajo que se relaciona directamente con la cosecha y las actividades para las cuales contratan al trabajador; cercas/mantenimiento del granero. Tal trabajo será ofrecido cuando las condiciones del clima o de la cosecha imposibilitan el trabajar en las actividades primarias indicadas arriba

Workers may care for plants during growing process (hoeing/tilling/watering); Load/unload plants onto/from truck or trailers; Disinfect greenhouse trays; stacking to dry; putting dirt in seeder. Seeding trays, putting trays in water, hand clipping tobacco plants, mowing with mower. May help pull tobacco plants from plant beds, transplant plants in rows in field. Will remove flowers/suckers from plants.

Los trabajadores puede que cuiden las plantas durante el crecimiento de proceso (azada/labranza/que riega). Sobre de carga y descarga/de las plantas del carro o de los acoplados; Desinfecte las bandejas del invernadero; amontonamiento a secarse; poner la suciedad en sembradora. Sembrando las bandejas, poniendo las bandejas en agua, dé las plantas de tabaco del recortes, segando con el cortacéspedes. Plantas de tabaco del tirón de la ayuda de mayo de camas de planta, plantas del trasplante en filas en campo. Quitará las flores/los lechones de las plantas.

General Conditions: A normal work week is Monday through Friday from 8: 00 a.m. to 5:00 p.m. If work is available beyond normal workdays, employer may offer, but not require, worker an opportunity to work additional hours. Workers will report to work at designated time and place as directed by assigned employer each day. However, workers may be requested to work ten (10) hours per day depending on the conditions in the fields and maturity of the crops. Also, workers may be requested work on federal holidays and 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 any time throughout the season. Worker maybe required to work in fields when crops are wet with dew/rain and should have suitable clothing for conditions which include light rain and temperatures ranging from 35 degrees to more than 100 degrees. Workers should be able to stand, bend, stoop, walk for prolonged periods of time and be physically fit to perform duties as assigned. Workers will be trained for period of two (2) days (16 hours) after which workers will be expected to perform job required. Care must be exercised at all times to prevent bruising or breaking of crops.

Must be able to lift weight of 66-70 lbs. at a continued pace. Random alcohol/drug testing may be required at employer's expense.

Condiciones Generales El trabajo se lleva a cabo durante lluvia ligera y alta humedad y en temperaturas que varían desde los 35 hasta los 100 grados f. Los trabajadores deben ser capaces de trabajar de pie o en posición doblados por periodos largos de tiempo. Los trabajadores proveerán su propia ropa de trabajo. Si los trabajadores so requeridos a trabajar bajo lluvia ligera, un protector contra la lluvia sera proporcionado sin costo alguno para el trabajador. Los empleadores proporcionaran las herramientas y el equipo sin costo alguno para los trabajadores para realizar las tareas arriba mencionadas. Se le cobrara el trabajador por cualquier daño intencional, perdida o por no regresar herramientas y equipo. Todas las tareas en esta descripción del trabajo constituyen un (1) trabajo. El empleador puede asignar trabajadores a diferentes cosechas o actividades en días diferentes o a múltiples cosechas en un día a juicio del empleador únicamente. Los trabajadores pudran ser llamados a realizar trabajo en la granja que est relacionado con las cosechas mencionadas en este acuerdo, tales como realizar tareas de cultivo a mano, desyerbar, o trabajar con el azadón cosechas como algodón, soya, limpieza y reparación de instalaciones en la finca, semilleros, estantes, terrenos, instalar y retirar tubería y equipo de irrigación operar tractores/equipo agrícola necesario en l producción de cosecha, jardinería, desyerbado, etc. Toda otra actividad asignada bajo esta orden serán aquellas prescritas por el código 407.68700010 del trabajador agrícola, cosechas diversas.

Tools & Equipment The employer will furnish, without charge, all tools, supplies and equipment required in the performance of the specified work.
Herramientas y Equipo El empleador tendrá sin gasto ninguno al trabajador, todos las herramientas y equipo requirido para hacer el trabajo.

Item 11. - Wage Rates, Special Pay Information and Deductions (cont.)
Crop activity dates (estimated) for which the workers are needed:

Tobacco/Greenhouse Activities	
Cutting	08/31/09 to 09/30/09
Housing/	08/15/09 to 09/30/09
Stripping	10/01/09 to 12/31/09

Workers will be paid once each week on **Saturday** (day of week - same day each week). The first week wage guarantee is ~~$290.00~~, which is 40 hours multiplied by ~~$7.25~~/hour.

$300.00 $7.50

The employer guarantees to offer the worker employment for at least three-fourths (3/4's) of the total hours listed in Item 8, excluding Federal holidays, beginning the first workday after the arrival of the worker at the place of employment and continuing through the ending date listed in Item 6 or any extensions thereto. If the employer fails to offer the worker three-fourths (3/4's) of the hours during the employment period and any extensions, the employer will pay the worker the amount that the worker would have earned had the worker, in fact, worked the guaranteed number of hours.

If, before the work ending specified in Item 6, the services of the worker are no longer needed for reasons beyond the control of the employer due to fire, flood, hail, frost, drought, or other Act of God which makes the fulfillment of the employment period impossible, the employer may terminate the employment. In the event of such termination, the three-fourth's guarantee will end on the date of termination. In such cases, the employer will make efforts to transfer the worker to comparable employment suitable to the worker, and reimburse the worker for the cost of transportation and subsistence to the job regardless of whether fifty percent (50%) of the contract has expired. If no suitable and comparable work can be arranged, the employer will pay the cost of transportation and subsistence to return the worker to the place of recruitment.

The three-fourth's guarantee will be void if the worker voluntarily abandons the employment before the employment period ends or if the worker is terminated for cause. The employer will offer the U.S. worker, referred through the Agricultural Recruitment System, forty (40) hours of work at the prevailing wage rate or AEWR, whichever is higher, for the first week beginning on the date of need stated in Item 6, unless the employer notifies the order holding office of the Employment Services of a change in the anticipated date of need at least ten (10) working days prior to the date of need. If the employer fails to notify the order holding office, the eligible worker will be paid the specified rate, or hourly piece rate guarantee, for the first full week's services, without regard to the actual hours worked or activity in which the worker was employed for the week.

A worker who fails to notify the nearest Job Service office no sooner than nine (9) working days and no later than five (5) working days prior to the anticipated date of need of his intentions to fill the job for which he is recruited, will be disqualified from the first week's wage guarantee stated above. The employer may offer alternative work during the employment period only if climate or crop conditions do not permit workers to engage in the activities stated in Item 11 and only after the first week guarantee is met. The employer will provide worker's compensation insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment.

Item 12. - Transportation Arrangements (cont.) B. This subparagraph applies only to workers for whom employer is legally obligated to supply housing. After the worker has completed 50% of the work contract period, the employer shall reimburse the worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon satisfactory completion of the work agreement, employers 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 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. In lieu of the above payments to the workers for transportation, the employers reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be limited to **$9.90 per day**, without the worker producing documentation of actual expenses, or will otherwise be paid as per **20 CFR 655.104(h)** only to those employees who are eligible under the H-2A program regulations for subsistence pay. 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 his crew leader does not comply with MSWPA; if he is discharged for lawful job-related reasons; if he has knowledge at the place of recruitment that he is not physically able to perform the duties of the job as described above, or if he abandons this employment when he is needed by the grower. The employer will provide transportation and subsistence pay under this agreement if the worker is terminated because of work-related injury caused by this/these crop activities and is certified by a doctor acceptable to the employer before leaving the employer's farm, or termination resulting from an act of God which makes fulfillment of this contract impossible, or if the worker is displaced by a U.S. worker under DOL's 50% rule. The employer will offer free transportation for workers living in the employer's housing facility both to and from the daily work site. The use of transportation by the worker is voluntary. No worker will be required as a condition of employment to utilize the transportation offered by the employer.

EMPLOYER'S ASSURANCES

Eduardo A. Salinas (Employer's Name) hereby makes the following assurances in connection with Clearance Order Number 137614 filed this date: 7/15/09.

1. An assurance that Employer will provide the workers referred through the clearance system, the number of hours of work cited in Item #10 of this clearance order for the week beginning with the anticipated date of need, unless Employer has amended the date of need at least ten (10) working days prior to the original date of need and by so notifying the order-holding office.

2. An assurance that no extension of employment beyond the period of employment specified in the job order shall relieve Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

3. Assurances that the working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

4. An assurance that 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 that weather conditions, over-recruitment or other factors have changed the terms and conditions of employment.

5. An assurance that Employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employee (FLCE) on the order, has a valid FLC Certificate or FLCE identification card.

6. An assurance of the availability of no cost for public housing which meets the Federal standards and which is sufficient to house the specified number of workers requested through the clearance system. This assurance shall cover the availability of housing for only those workers, and when applicable, family members who are unable to return to their residence in the same day.

7. Outreach Workers: Shall have reasonable access to the workers in the conduct of outreach activities.

8. Agricultural Work Agreement: A copy of agricultural work agreement contract or the ETA 790 and ETA 790 Attachment #1 will be provided to each worker no later than on the first day the work commences.

9. An assurance Employer will furnish worker, on or before each payday, written statements showing, at a minimum, hours actually worked, total earnings and all deductions for pay period.

10. Proof of Citizenship: All workers hired under this order will be required toprovide documentation attesting to U.S. citizenship or legal status to work in the U.S.

Eduardo A Salinas	OWNER	7/07/09
Employer's Signature	Title	Date

Eduardo A. Salinas
Print Name

OTHER CONDITIONS OF EMPLOYMENT

Workers must possess sufficient documentation required for the employer to complete the employment eligibility verification requirement of the Immigration Reform and Control Act of 1986.

Involuntary Termination
The employer may terminate the worker for lawful, job-related reason. In the event of such terminations, the employer will notify the local office of the Department for Employment Services immediately by telephone and follow such notification in writing.

Medical Termination
In the event of termination of a worker for medical reasons occurring after the worker has been employed or occurring as a result of employment, the employer agrees to pay transportation and subsistence costs for the worker's travel to the place of employment and return to the place of recruitment.

Extensions of the Job Order
No extensions of this order will relieve the employer of his/her obligations to pay wages that have already been earned, transportation costs that have already been, or will be, incurred or guarantees stated in this order.

Outreach Workers
The employer will allow outreach workers of the Department for Employment Services reasonable access to all workers employed under this order pursuant to 20 CFR 653.107 and 20 CFR 653.501.

Employer Notification of the Employment Service
The employer will expeditiously notify the local office of the Department for Employment Services in writing of any changes in the terms and conditions or anticipated dates of need in this order.

Contract Impossibility: Employer will terminate work contract of any worker whose services are no longer required for reasons beyond control of employer or act of God. In event of such termination, employer will be bound by the three-fourths guarantee from first work day after arrival to date of termination.

Assurances
The employer agrees to abide by the regulations at 20CFR 655.103, Assurances and 20 CFR 653.501.

REQUEST FOR CONDITIONAL ACCESS

This is to request conditional entry into the agricultural clearance order system for the purpose of transmitting this clearance order to other states in a timely manner for the recruitment of U.S. workers.

I agree that worker housing will be available for inspection and in compliance with applicable U.S. Occupational Safety and Health Administration (OSHA) regulations no less than 30 days prior to the date of need stated in this order.

Salinas Farm
Company Name

Eduardo A Salinas
Employer's Signature

Eduardo A. Salinas
Print Name

07/08/09
Date

Work Rules

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

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of 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. Three days' absence will constitute abandonment of employment and worker will be terminated.

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.

5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who 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. Despido 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. Tres días de ausencia significa 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, maquinas, 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 practicas 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

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER:___137614_____

2. NAME OF EMPLOYER: Eduardo Alvarado Salinas

3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)

4. PERIOD OF EMPLOYMENT:
FROM 8-31-09 to 12-31-09

5. WORK SCHEDULE:
HOURS PER DAY_8_ DAYS PER WEEK _5

6. CROP AND PAY:

CROP:	tobacco and cabbage
HOURLY WAGE:	$7.50 or '09' AEWR
PIECE RATE:	N/A

7. WORK TASKS TO BE PERFORMED:
Plant, cultivate and harvest tobacco. Pull mature leaves, topping suckering. Workers will cut and hang tobacco for curing. Tobacco will be graded and loaded on trucks/trailers for shipment to the market. Heavy lifting and stoop labor will be required.

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

9. HOUSING CAN ACCOMODATE__ PERSONS
___X___INDIVIDUAL
_____FAMILY

10. MEALS:

PROVIDED:_____YES_____X__NO

IF YES: COST PER DAY ___n/a_____
(See item 13 in Job Order)

WORKERS MAY DO THEIR OWN COOKING:

_____X_____YES_____NO

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX
INCOME TAX	XXXXXX
TRANSPORTATION	NONE

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMBERO DE LA ORDER:____137614_____

2. NOMBRE DEL EMPLEADOR: Eduardo Alvarado Salinas

3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)

4. PERIODO DE EMPLEO:
DEL 8-31-09 al 12-31-09

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	$7.50 or '09" AEWR
PAGA POR UNIDAD:	N/A

7. LABORES A DESEMPENAR EN EL TRABAJO:
La planta, cultiva y coseccha el tabaco. Tire de las hojas maduras, rematando. Los trabajadores cortarán y colgarán el tabaco para curar. El tabaco será calificado y cargado en camiones para el envio al mercado La elevación pesado y se inclina el trabajo requerido.

8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA___X__SI_____NO.

9. VIVENDA DISPONIBLE PARA ___ PERSONAS:
_____X_____INDIVIDUOS
_____FAMILLAS

10. COMIDAS PROVISTAS:
X
_____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____X_____SI_____NO

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX
IMPUESTOS SOBRE INGRESOS	XXXXXX

TOOLS & EQUIPMENT NONE

CREWLEADER CHARGES NONE

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 _08-17-09____.

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

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

During the period of __08-17-09 to 08-24-09
Any Job Service office will assist you in doing this.

TRANSPORTACION ___NO____

HERRAMIENTAS Y MAQUINARIA ___NO____

SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS ___NO____

12. NOTAS PARA EL TRABAJADOR:

L ba 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 sen a nas tardar el____08-17-09
Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleoas en el:

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

Durante el periodo el _08-17-09 al 08-24-09___.
Cualquier Oficina del Servicio de Empleos le asistira en hacerto.

COMMUNITY SERVICES

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

RUSSELL COUNTY HEALTH DEPARTMENT
TELEPHONE: 276-889-7621

RUSSELL COUNTY DEPARTMENT OF SOCIAL SERVICES
TELEPHONE: 276-889-2679

MIGRANT HEALTH NETWORK OF SOUTHWEST VIRGINIA
P.O. BOX 95
EMORY, VA 24327
TELEPHONE: 276-944-4455

HOTLINE AND CRISIS
C.D.C. NATIONAL AIDS HOTLINE
TOLL FREE (24 HOURS) 1-800-342-2437
SIDA (IN SPANISH) 1-800-386-3444/7432

EMERGENCY SERVICES

RUSSELL COUNTY RESCUE SQUAD NO. 3
TELEPHONE: 276-889-2652

COPPER CREEK MOCCASIN VOLUNTEER FIRE DEPARTMENT
276-794-7773

RUSSELL COUNTY SHERIFF'S OFFICE
TELEPHONE: 276-889-8033/8203

RUSSELL COUNTY MEDICAL CENTER
TELEPHONE: 276-883-8000

COMMUNITY MEDICAL CARE
HANSONVILLE, VA
TELEPHONE: 276-415-9150/9151

LEGAL ASSISTANCE

THE VIRGINIA JUSTICE CENTER FOR FARM AND IMMIGRANTE WORKERS
617 WEST MAIN STREE, THIRD FLOOR
CHARLOTTESVILLE, VA 22902
TELEPHONE: 1-800-763-7323

copy of Confirmed modification

ultural and Food Processing Clearance Order
o de Empleados para Agricultura y Procesamiento 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)
EDUARDO A. SALINAS - 2888 Mocassin Valley Road - Lebanon VA 26266. 276-794-7875

Industry Code / Código de Industria | Job Order # / No. Orden de Empleo

Occupational Title and Code / Título Ocupacional y Código
45-2092 - FARMWORKER

Clearance Order Issue Date / Fecha de Tramite

Job Order Expiration Date / Fecha de expiración:

2. Location and Direction to Work Site / Dirección del lugar de trabajo
Russell County VA - Off I-9, on Hwy 58 toward St. Paul VA - Moccassin Valley Road - 5 miles on left and 7 miles on left. Hwy 71 North - 6 miles on left, Hwy 71 south - 2 miles on right, ~~Rad 606~~ - High Point Rd. 5 miles on left and right

Rd 609
M.D. Bradley
7-22-09

(see attachment / para más detalles vea 1)

6. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 08/31/2009 To / Hasta 12/31/2009

7. No. of Workers Requested / No. de Trabajadores Pedidos 5

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

From Abingdon VA, take Hwy 58, go 18 miles, turn right on SR 671. Go 1/2 mile, turn left into trailer park - Second trailer on left

(see attachment / para más detalles vea 1)

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana

Total	40		
Sunday / Domingo	0	Wednesday / Miercoles	8
Monday / Lunes	8	Thursday / Jueves	8
Tuesday / Martes	8	Friday / Viernes	8
		Saturday / Sabado	0

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar
Employer / El Empleador Yes ☐ No ☒
Local Office/Oficina Local Yes ☐ No ☒

4. Board Arrangements / Arreglo de Alojamiento
EMPLOYER WILL FURNISH FREE & CONVENIENT COOKING & KITCHEN FACILITIES SO WORKERS CAN PREPARE THEIR OWN MEANS OR FURNISH MEALS. EMPLOYER WILL I ALSO PROVIDE TRANSPORTATION AT LEAST ONCE EACH WEEK AT NO COST TO THE WORKERS TO ASSURE THEY HAVE ACCESS TO STORES

(see attachment / para más detalles vea 1)

5. Referral Instructions / Instrucciones para el Referimiento de Candidatos
REFERRALS OF INDIVIDUALS SHALL BE MADE THROUGH DEPARTMENT FOR EMPLOYMENT SERVICES (DES). IN ORDER TO ASCERTAIN EMPLOYMENT INFORMATION EMPLOYER WILL ACCEPT REFERRALS WHO MAY APPLY DIRECT OR REFERRED FROM ANY OTHER SOURCE. JOB SEEKER WILL BE INFORMED OF TERMS AND CONDITIONS OF THE JOY BY INFORMATION CONTAINED IN THE STATE JOB ORDER. CONTACT EDUARDO SALINAS @ 276-795-7875

(see attachment / para más detalles vea 1)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]
Cutting Tobacco. Workers will cut ripe plants off at the ground using a tobacco knife and spear stalk over a metal spear onto a wooden stick (stick is 48" long, one end is stuck in ground and the spear is placed on the other end). Transfer the loaded stick from ground to wagon or trailer and load sticks on the wagon or trailer in an orderly fashion. Industry standard is six (6) plants per stick (stick & plants may weigh up to 80 pounds & tobacco plant may be 7 feet tall)

(see attachment / para más detalles vea 1)

10 a. Descripcion del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]
Corta plantas maduras en la tierra usando un fallo del cuchillo y de la lanza del tabaco sobre un laza de metal sobre un palillo de madera. (El palillo es 48" de largo, un extremo se pega en tierra y la lanza se coloca en otro extremo. Transfiera el palillo cargado de la tierra a los palillos del carro o del acoplado y de la carga en el carro o el acoplado en una manera ordenada. El estándar de la industria es seis (6) plantas por el palillo (el palillo y las plantas pueden pesar hasta 80 libras y la planta del tabaco puede ser 7 pies de alto)

C-09196-20203

copy of confirmed modifications

MD Ballard 07/22/09

(see attachment / para más detalles vea)

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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ecl.)	Deductions / Deducciónes	YES SI	NO	Pay Period Periodo de Pago
TOBACCO- All Activities	$ ~~7.25~~ 7.50	$		Social	X		Weekly / Semanal
	$	$		Federal Tax Impuestos Federales	X		
	$	$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem. X
	$	$		Meals (comidas)		X	
	$	$		Other (specify)/ Otro		X	Other / Otro

More Details About thePay/Más Detalles Sobre el Pago

Prevailing wage rate for State or Adverse Effec Wage Rate (AEWR) whichever is higher is guranteed as minimum for all work contacined in this order. Employer will make following deductions: taxes applicable under Federal, State and Local laws; advance (x) meals ( ); Workers will be charged for willful destruction of property (x); Employer will furnish worker, on or before each payday, written statements showing, at a minimum, hours actually worked, total earnings and all deductions for pay period. Statements will comply with 20 CFR 655.102(b)(8).

(see attachment / para más detalles vea 1)

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

A. Employer will not advance transportation and subsistence costs to workers for transportation to place of employment. B. This subparagraph applies only to workers for whom employer

(see attachment / para más detalles vea 1)

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 Agícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(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 Agricola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes ☐ No ☒

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

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

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

VA Employment Commission - 703 E. Main St - pob 1358 - Richmond VA 23218

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

H2A REP - 804-788-8714

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. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.

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

SEASONAL HANDS LLC - c/o Mayra Diaz Ballard, Agent

Mayra Diaz Ballard 07/13/2009

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.

LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar 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 aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Copy of Confirmed modifications

Workers may care for plants during growing process (hoeing/tilling/watering); Load/unload plants onto/from truck or trailers; Disinfect greenhouse trays; stacking to dry; putting dirt in seeder. Seeding trays, putting trays in water, hand clipping tobacco plants, mowing with mower. May help pull tobacco plants from plant beds, transplant plants in rows in field. Will remove flowers/suckers from plants.

Los trabajadores puede que cuiden las plantas durante el crecimiento de proceso (azada/labranza/que riega). Sobre de carga y descarga/de las plantas del carro o de los acoplados; Desinfecte las bandejas del invernadero; amontonamiento a secarse; poner la suciedad en sembradora. Sembrando las bandejas, poniendo las bandejas en agua, dé las plantas de tabaco del recortes, segando con el cortacéspedes. Plantas de tabaco del tirón de la ayuda de mayo de camas de planta, plantas del trasplante en filas en campo. Quitará las flores/los lechones de las plantas.

General Conditions: A normal work week is Monday through Friday from 8: 00 a.m. to 5:00 p.m. If work is available beyond normal workdays, employer may offer, but not require, worker an opportunity to work additional hours. Workers will report to work at designated time and place as directed by assigned employer each day. However, workers may be requested to work ten (10) hours per day depending on the conditions in the fields and maturity of the crops. Also, workers may be requested work on federal holidays and 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 any time throughout the season. Worker maybe required to work in fields when crops are wet with dew/rain and should have suitable clothing for conditions which include light rain and temperatures ranging from 35 degrees to more than 100 degrees. Workers should be able to stand, bend, stoop, walk for prolonged periods of time and be physically fit to perform duties as assigned. Workers will be trained for period of two (2) days (16 hours) after which workers will be expected to perform job required. Care must be exercised at all times to prevent bruising or breaking of crops.

Must be able to lift weight of 66-70 lbs. at a continued pace. Random alcohol/drug testing may be required at employer's expense.

Condiciones Generales El trabajo se lleva a cabo durante lluvia ligera y alta humedad y en temperaturas que varían desde los 35 hasta los 100 grados f. Los trabajadores deben ser capaces de trabajar de pie o en posición doblados por periodos largos de tiempo. Los trabajadores proveerán su propia ropa de trabajo. Si los trabajadores so requeridos a trabajar bajo lluvia ligera, un protector contra la lluvia sera proporcionado sin costo alguno para el trabajador. Los empleadores proporcionaran las herramientas y el equipo sin costo alguno para los trabajadores para realizar las tareas arriba mencionadas. Se le cobrara el trabajador por cualquier daño intencional, perdida o por no regresar herramientas y equipo. Todas las tareas en esta descripción del trabajo constituyen un (1) trabajo. El empleador puede asignar trabajadores a diferentes cosechas o actividades en días diferentes o a múltiples cosechas en un día a juicio del empleador únicamente. Los trabajadores pudran ser llamados a realizar trabajo en la granja que est relacionado con las cosechas mencionadas en este acuerdo, tales como realizar tareas de cultivo a mano, desyerbar, o trabajar con el azadón cosechas como algodón, soya, limpieza y reparación de instalaciones en la finca, semilleros, estantes, terrenos, instalar y retirar tubería y equipo de irrigación operar tractores/equipo agrícola necesario en l producción de cosecha, jardinería, desyerbado, etc. Toda otra actividad asignada bajo esta orden serán aquellas prescritas por el código 407.68700010 del trabajador agrícola, cosechas diversas.

Tools & Equipment The employer will furnish, without charge, all tools, supplies and equipment required in the performance of the specified work.
Herramientas y Equipo El empleador tendrá sin gasto ninguno al trabajador, todos las herramientas y equipo requirido para hacer el trabajo.

Item 11. - Wage Rates, Special Pay Information and Deductions (cont.)
Crop activity dates (estimated) for which the workers are needed:

Tobacco/Greenhouse Activities	
Cutting	08/31/09 to 09/30/09
Housing/	08/15/09 to 09/30/09
Stripping	10/01/09 to 12/31/09

Workers will be paid once each week on **Saturday** (day of week - same day each week). The first week wage guarantee is ~~$280.00~~, which is 40 hours multiplied by ~~$7.25~~/hour.

300.00 7.50/hr

M. D. Ballard
07-22-09

7-21-09

I own the 2 places on Moccasin Valley Road and I control the other 3 places, the ones down North 71 + South 71 + also the one on 609 High Point Rd.

Thank You
Eduardo Salinas

C-09196-20203