

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 12/14/2009

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

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

SUBJECT: Request for Extension of Clearance Order No. 148556

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 12/14/2009 for 15, Agricultural Workers, all Other
(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)

(see attachment / para más detalles vea)

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 Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
Tobacco*	\$ 9.02	\$ n/a	n/a	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 the Pay/Más Detalles Sobre el Pago

All work provided in this job order will be compensated at either the current AEWR (Adverse Effect Wage Rate) of \$9.02 per hour, the federal or state minimum wage, or the prevailing wage, whichever is highest. In the event that the Department of Labor promulgates a new AEWR during the recruitment or contract period, which is lower than the AEWR in effect at the time of application, this lower AEWR becomes the guaranteed wage rate, at the discretion of the employer. (see item 2, block 11, page 2)

(see attachment / para más detalles vea 2)

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

The employer does not advance transportation or subsistence pay from place of employment. The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than \$9.90 per day) from the place from which the worker without intervening employment will come to work for the employer. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an act of God (an act of God shall mean frost, hail, stones, flood or natural calamity of such character as to make fulfillment of this contract possible.) and the RA certifies as a result of mutual agreement by worker and employer shall remain the same (see item 3, block 12, page 3.)

(see attachment / para más detalles vea 3)

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, o 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)

Virginia Employment Commission
P O Box 485
910 North Mecklenburg Ave
South Hill, VA 23970

Phone 434-447-8700

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

Ms. Eve Bagley Phone 434-447-8700

21. Employer's Certification: This job order describes the 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

R. Hank Hudson President / 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-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

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 control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

COMMUNITY SERVICES

MECKLENBURG COUNTY HEALTH DEPARTMENT

Boydton, VA 23917

Telephone: (434)738-6545

(434) 447-7636 – South Hill Residents Toll Free

1. Protection: Environmental control of water, sewage, milk, rodents and vector control.
2. Prevention: Immunization, investigation of communicable disease, food poisoning, tuberculosis, venereal disease control
3. Home Health Services: Visiting nurse services
4. Clinic: X-ray, prenatal, immunization, pre-school clinics

DEPARTMENT OF SOCIAL SERVICES

Boydton, VA

Telephone: (434) 738-6138

South Hill Residents Toll Free

(434 447-7636

EMERGENCY SERVICES

Southside Rescue Squad

South Hill, VA

Telephone: (434) 447-3226

FIRE DEPARTMENT

South Hill Fire Department

South Hill, VA

Telephone: (434) 447-3226

SHERIFF

Mecklenburg County Sheriff's Department – Emergency Only

Danny Fox, Sheriff

Boydton, VA

Telephone: Emergency Only

(434) 738-6171

Non Emergency -South Hill Residents Toll Free

(434) 447-7636

VIRGINIA STATE POLICE

Highway 1, North, South Hill, VA

Telephone: (434) 447-4121

Toll Free: 800-553-3134

COMMUNITY MEMORIAL HOSPITAL

125 Buena Vista Circle

South Hill, VA 23970

Provides inpatient and outpatient emergency Care, emergency room service, surgery and Intensive care unit

THE VIRGINIA JUSTICE CENTER FOR FARM AND IMMIGRANT

WORKERS

Tim Freilich – Managing Attorney

1000 Preston Avenue, Suite A

Charlottesville, VA 22903

Phone 434-977-0553

Fax 434-977-0558

Toll-free 800-578-8111

International 1-800-892-1751

WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS

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

Payroll periods will be weekly.

The employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need by notifying the Local Office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System, the wage determination, of the Federal Register the current Federal minimum wage rate of \$ 9.02 per hour for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work and pay will be the wage determination, of the Federal Register, the current Federal wage rate of \$9.02 per hour preparing barns, drainage of fields, preparing land for planting and other work related to growing tobacco and operating a farm. If worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above-mentioned assurance.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes (X) Advances () Meals () Willful destruction of property (X)

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak tobacco harvest but not required. This requirement pertains to both alien and U.S. workers (as per instructions in H2A Program Information Booklet.)

TRANSPORTATION:

All payment aforesaid shall be due on a day no later than the first day subsequent to the completion of the minimum employment period. In case of termination as a result of an Act of God, the employer will also provide or pay the cost of return transportation and subsistence enroute from place of employment to the US Consulate in Nuevo Laredo MX except when the worker is not returning to the US Consulate in Nuevo Laredo MX and has subsequent employment with an employer who will bear transportation expenses.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroute from the workplace to the US Consulate in Nuevo Laredo MX, except when the worker is not returning to the US Consulate in Nuevo Laredo MX and has subsequent employment with an employer who will bear transportation expenses.

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

OTHER CONDITIONS OF EMPLOYMENT:

Termination: The employer may terminate the worker with notification to the Employment Service Local Office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable cost of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: The only work standards required of any alien or U.S. worker will be after a three (3) day training period each worker possess the physical capabilities to work in the production of tobacco.

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

OTHER CONDITION OF EMPLOYMENT

Page 4

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

Employer Obligation if Employment is Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation or paying return transportation expenses to the worker.

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

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of the Federal Register.

Work Agreement: The employer will provide a copy of the contract or Job Clearance Order to the worker no later than the day the work commences.

Wage Statements: Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. All deductions will be itemized.

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

The employer's anticipated work force equals (57) workers.