

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: <i>VA 271614</i>	3. Date of acceptance by CNPC: <i>3/7/12</i>
5. From: Rural Services Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	4. Employer Name: <i>R. Hart Hudson Farms</i> 6. OES Job Code, Title and Number of Positions Available <i>45-2092-02 Farmworker; Laborers</i> <i>39 Positions</i>	
7. Please note the following concerning the above job order: The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance		
8. By: (Typed name of ES Agency Representative) <i>Jason Padgett</i>	Title: <i>Rural Services Manager</i>	Telephone Number: <i>804-786-8714</i>
Signature:		Date Signed:
9. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
10. By: ES Agency Representative	Telephone Number:	Date Signed:



**U.S. Department Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

**Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/
Nombre y Dirección del Empleador (Numero, Calle, Ciudad, Estado y Código Postal)

R. Hart Hudson Farms
338 Tobacco Lane
South Hill, VA 23970

Telephone number/Teléfono: 4346892326

Fax: 4346892984

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo
338 Tobacco Lane, South Hill, VA 23970 From US 58/1 (Danville Street)
follow South Hill Avenue to State Road 903 Goodes Ferry Road
approximately 3 miles, turn right on State Road 773 (Tobacco Lane)
Turn Right at the sign R. Hart Hudson Farms. The office is located at the
back of the house.

(If additional space is needed, use separate sheet of paper/ Si necesitas más espacio, utilices otra hoja de papel)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
338 Tobacco Lane, South Hill, VA Miles Creek Camp, Capacity ~~38~~ 39 JP 2-17-12
Barracks type, wood and block building. Home Camp, Capacity 16,
Barracks type, wood and block building. Type of family, single, non/
married. Gas heat, electricity and housing provided at no cost to the
worker who is unable to return to their place of residence the same day.
Housing will be clean and in compliance with ETA CFR 564 Housing
Standards. Workers will be responsible for maintaining housing in a
neat and clean manner. Reasonable repair cost of damages other than
normal wear and tear will be charged to the responsible worker.

(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)

Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL	
4. Industry Code/Código Industrial 0 111910	5. Job Order No./Num. de Orden de Empleo 0 271614
6. Occupational Title and Code/Título Ocupacional y Código 45-2092.02 FARMWORKER TOBACCO	
7. Clearance Order Issue Date / Fecha de Tramite RUCID RURAL SERVICES UNIT	2-17-12
8. Job Order Expiration Date / Fecha de Expiración	8-15-12

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
4/10/2012 JP 2-17-12

From/ Desde: 04/02/2012 To/Hasta: 12/01/2012

10. No. of Workers Requested / Num. de Trabajadores Solicitados
34

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40

Sunday / Domingo 0 Monday / Lunes 8
Tuesday / Martes 8 Wednesday / Miércoles 8
Thursday / Jueves 8 Friday / Viernes 8
Saturday / Sábado 0

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:

Employer / Empleador Yes/Si No

Local Office / Oficina Local Yes/Si No

13. Board Arrangements / Arreglo de Alojamiento

Worker will purchase ingredients and prepare his own meals. The employer will furnish convenient cooking and kitchen facilities so that the workers can prepare their own meals including cooking and serving utensils at no cost to the worker. The employer will provide transportation to assure workers will have access to stores where they can purchase groceries.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

The referral under this job order is to be made to the Virginia Employment Commission at 221 Sunchase Blvd. Farmville, VA 23901 Their phone number is 434-392-1849. R. Hart Hudson Farms will complete the I-9 for applicants and verify their eligibility and identification.

15. Job Specifications / Especificaciones del Trabajo

In Jan. Feb. , March and part of April the workers will prepare five greenhouses which includes replacing plastic flooring, cleaning and sterilizing styrofoam plant trays, seeding trays, applying pesticides and fertilizer to plants at the proper time . The workers will be maintaining and monitoring temperatures inside the greenhouses to promote plant growth. The workers will also clip the plants several times before transplanting them in the fields. The workers will clear right of ways for irrigation systems using bush axes, saws, sling blades, or shovels to clear the designated areas. workers will cultivate fields by disking the fields to turn under the cover crop.

In April and May Workers will plant tobacco. Workers will also chop any grass or weeds in the tobacco fields. Workers will replant tobacco by hand if needed. Tobacco fields will be sprayed for worms and insects.

In June and July, Workers will remove plant tops by hand or machine and will remove suckers by hand. Tobacco plants will be sprayed by machine with chemicals to stop the growth of additional suckers and sprayed with chemicals to kill insects and tobacco worms.

August, September, October, November. When tobacco leaves are mature for harvesting, the leaves will be removed from the stalk by hand or machine. Each field (800 acres) must be harvested at least three times each season as it matures. Leaves will be transported to the barns, (See Attachment 1 Job Specifications and Other Tasks Required.)

(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

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

Crop Activities Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions		Pay Period Periodo de Pago
				Yes/Si	No	
Tobacco	\$ 9.70	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago

The current Adverse Wage Rate of \$9.70 per hour in effect at the time the work is performed is the prevailing hourly rate, or the Federal or State Minimum Wage Rate of \$7.25 whichever is highest is guaranteed to all workers. (see attachment A1 Wages)

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

Employer does not advance transportation or subsistence pay from the residence to the place of employment. The employer will reimburse the worker upon completion of 50% of the work contract for transportation and subsistence (not less than \$10.73 per day from the residence of the worker to the place of employment). 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 an Act of God, the employer will provide or pay the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment except when the worker is not returning to the place of recruitment and has subsequent employment with an employer who will bear the transportation expense.

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 place of recruitment except when the worker is not returning to the place of recruitment and has subsequent employment with an employer who will bear the transportation expense. 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 place of recruitment. (see attach. 1B Transportation)

(If additional space is needed, use separate sheet of paper. / Si necesitas más espacio, utilices otra hoja de papel)

18. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? ¿ Es la práctica habitual de usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si No

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

19. Unemployment Insurance provided? Seguro de Desempleo?

Yes/Si No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador:

Yes/Si No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores?

Yes/Si No

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

None

23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed.
(If there are no such incidents, enter "None") / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno")

None

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)
Virginia Employment Commission
221 Sunchase Blvd.
Farmville VA 23901 Office Phone 434-392-1849

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa)

Eve Bagley Office ~~434-392-1849~~ ~~434-392-1849~~

434-392-8871 JP 2.17.12

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.

Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

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

Date: 2-9-12

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 truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractuales a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

Public Burden Statement

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA Form 790 (Revised Oct, 2010)

Previous versions not usable

Attachment 1

August , September, October and November.

When tobacco leaves are mature for harvesting, the leaves will be removed from the stalk by hand or machine. Each field must be harvested at least three times each season as it matures. Leaves will be transported to barns and will be placed in the barns for curing. After curing the leaves, workers will bale the tobacco and transport the bales to the warehouse for sale. Tobacco bales weigh around eight hundred pounds and are lifted by an electric hoist and loaded on trucks. After all leaves have been harvested, tobacco stalks must be bush-hogged, and the soil prepared for planting cover crops.

Task required throughout the crop year.

Work days usually begin at sunrise or shortly after, working conditions vary, from excessive heat, slightly over 100 degrees at times, rain or wet humid conditions, or cold temperatures, slightly under 30 degrees. Workers will be supplied with rain gear when necessary and at no cost to the worker. Worker will be standing much of the time doing repetitive tasks. A great deal of stooping and bending is required to harvest the ground leaves of the tobacco stalk. Workers should be strong enough to lift, pull, push, or carry heavy objects. Working with a hoe to chop grass in the tobacco fields is also required. Workers will use a bush axe, sling blade, saws, shovel or whatever tool is needed to cut bushes, small trees, and tall weeds and grasses from around the ponds, and fields. Clearing the right of ways is necessary to allow irrigation systems to be brought to the ponds for irrigating tobacco and roads must be maintained to allow trucks and harvesters to reach the fields.

1-B

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 place of recruitment except when the worker is not returning to the place of recruitment 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 place of recruitment except when the worker is not returning to the place of recruitment 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 place of recruitment. 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.

WAGE RATE, SPECIAL PAY INFORMATION AND DEDUCTIONS

A-1

The current Adverse Effect Wage Rate (AEWR) of \$9.70 per hour in effect at the time the work is performed is the prevailing hourly rate, or the Federal or State Minimum Wage Rate of \$7.25 whichever is highest is guaranteed to all workers. In the event the Department of Labor Promulgates a newer AEWR during the recruitment or contract period, which is lower than the AEWR in effect at the time of the application, this lower AEWR becomes the guaranteed wage rate at the discretion of the employer. However, if there is an adjustment to the AEWR, the employer will pay the highest of the adjusted AEWR, the prevailing hourly or piece rate, the agreed-upon collective bargaining wage or the Federal or State Minimum.

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 \$ 9.70 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 \$9.70 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 worker will be guaranteed pay of 40 hours the first week at \$9.70, which amounts to \$388.00

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.)

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

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 (50) workers.