

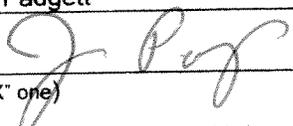
Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	3. Job Order Number:  VA 263169	4. Date of acceptance by CNPC:  1/26/12
	5. Employer Name:  Old Church Sod LLC	
2. From:  Rural Services Manager Virginia Employment Commission P.O. Box 1358 Richmond, VA 23219	6. OES Job Code, Title and Number of Positions Available  45-2092-02 Farmworker, sod  5 Positions	

7. Please note the following concerning the above job order:

The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance

8. By: (Typed Name of ES Agency Representative) Jason Padgett	Title: Rural Services Manager	Telephone Number: 804-786-8714
Signature: 		Date Signed: 2-2-12

9. Receiving State Office: ("X" one)

Accepted (If accepted, list local offices extended to.)

Rejected (If rejected, provide reasons.)

Comments:

10. By: ES Agency Representative)	Telephone Number:	Date Signed:
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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 (Número, Calle, Ciudad, Estado y Código Postal)  
OLD CHURCH SOD,LLC, 1950 Easy Street Rd.,PO Box 527, Newton Grove, NC 28366  
Telephone number/Teléfono: 910-567-2625 Fax: 910-567-2928

2. Location and Direction to Work Site/Dirección del Lugar de Trabajo  
13101 Old Church Rd.,NewKent,VA 23124; from Richmon, VA, take I-64East towards Norfolk to Exit211; left onto SR 106 (Emmaus Church Rd.);travel SR 106 10 miles to farm (road name changes to Old Church Rd.)  
(If additional space is needed, use separate sheet of paper)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda  
13101 Old Church Rd.,NewKent, VA 23124; 1MH  
  
If additional space is needed, use separate sheet of paper / Si necesita más espacio, utilice otra hoja de papel

Numbers 4-12 for State use only	
4. Industry Code/Código de Industria 11421	5. Job Order No./Num. de Orden de Empleo VA 263169
6. Occupational Title and Code / Título Ocupacional y Código 45-2092-112 FARMWORKER, SOD	
7. Clearance Order Issue Date / Fecha de Tramite JAN 20 2012	8. Job Order Expiration Date / Fecha de Vencimiento 7-22-12
9. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: Mar 8, 2012 To/Hasta: Dec 5, 2012	
10. No. of Worker's Requested / No. de Trabajadores Pedidos 5	
11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 35 Sunday / Domingo 0 Monday / Lunes 6 Tuesday / Martes 6 Wednesday / Miércoles 6 Thursday / Jueves 6 Friday / Viernes 6 Saturday / Sábado 5	
12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de: Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

13. Board Arrangements / Arreglo de Alojamiento See Attachment to ETA 790 Section 13 for full disclosure. Employer will furnish free and *and convenient cooking and kitchen facilities so workers (cont'd.)*

14. Referral Instructions / Instrucciones para el Refereimiento de Candidatos  
Fax Referral info. to (910)567-2928; Call for interview apt. (910)567-2625. See Attachment to ETA 790 Section 14 for detailed instructions

15. Job Specifications / Descripción del Trabajo Perform a variety of complex tasks related to cont'd Attachment to ETA 790 Section 15.  
(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	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/Si	No	Pay Period
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			Periodo de Pago
Sod	\$ 9.70	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago  
Please see Attachment to ETA 790-Section 9 for full disclosure  
(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

Please see Attachment to ETA 790-Section 17 for full disclosure of the terms and conditions of the transportation benefit. For those workers recruited outside the area of intended employment, transportation and subsistence expenses will be reimbursed by the employer in accordance with 20 C.F.R. Section 655.122(h).

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

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

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

N/A

19. Unemployment Insurance provided? Seguro de Desempleo? Yes  No

20. Workers' compensation insurance provided? Indemnización por accidente de trabajo: Yes  No

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

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

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

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

NONE

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya número de teléfono) Virginia Employment Commission-Employer Services-Rural Services Unit 5420 Oaklawn Blvd.Hopewell,VA 23860

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono) Carol Young Farm Placement Specialist (804)541-6503

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 de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

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

Date:

1-5-12

**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.

**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 May, 2010)  
Previous versions not usable

Reset Form

Print Form

**ATTACHMENTS TO ETA 790**  
**For**  
**OLD CHURCH SOD, LLC**  
**Job Order Begin Date 03/08/2012 to 12/05/2012**

**§ 3 DISCLOSURE OF HOUSING TERMS AND CONDITIONS:**

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than thirty (30) days in advance of the date of need reflected on the attached ETA 790.

Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. Workers recruited against this job order from within normal commuting distance will not be provided housing, subsistence, or transportation. The housing provided is group housing. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer. Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishings.

**§ 9 WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:**

In accordance with 20 CFR § 655.122(l) governing rates of pay, the wage rate offered herein is the highest of the adverse effect wage rate, the prevailing hourly rate, the agreed upon collective bargaining wage, or the federal or State minimum wage, in effect at the time work is performed for every hour or portion thereof worked during a pay period covered by the approved labor certification. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

The employer will pay the prevailing piece rate in a crop activity for which a piece rate is specified if the DOL determines that a higher piece is prevailing in the crop activity in the area of intended employment than the piece rate specified herein. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment other than the hourly rate specified herein. In the event DOL promulgates a new AEWL during the recruitment or work contract period which is higher or lower than the AEWL herein, the highest of the adjusted AEWL, the prevailing hourly rate, the agreed upon collective bargaining wage, or the federal or State minimum wage will become the new wage rate. In other words, the wage rate may increase or decrease during the life of this contract by DOL notification of such change.

In the event the AEWL is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

The employer will make the following deductions from the worker's wages: FICA taxes and Federal Income tax as required by law; cash advances and repayment of loans; repayment of overpayment of wages to the worker; payment for articles which the worker has voluntarily purchased from the employer; long-distance telephone charges; recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and state minimum wage.

The employer will not pay the worker a bonus.

Payroll periods will be weekly. On or before each payday, workers will be provided with an hours and earnings statement, which contains, at a minimum, (i) total earnings for the pay period; (ii) hourly rate and/or piece rate of pay; (iii) hours of employment offered to the worker (showing offers in accordance with the 3/4ths guarantee separate from any hours offered over and above the guarantee); (iv) hours actually worked by the worker; (v) itemization of all deductions; (vi) if piece rates are used, the units produced daily; (vii) beginning and ending dates of the pay period; and, (viii) the employer's name, address and FEIN, all in compliance with 20 CFR § 655.122(k).

Employer guarantees to offer workers employment for a total number of work hours equal to a least three-fourths (3/4ths) of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment and the worker is ready, willing, able and eligible to work, and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as specified hereinbelow. Details of the 3/4ths guarantee are outlined in 20 CFR § 655.122(i). For purposes of this guarantee, a "workday" consists of six hours daily Monday through Friday and five hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Pursuant to 20 CFR § 655.122(n), workers who voluntarily abandon employment or are terminated for cause, and where the employer provides timely notification to the NPC and DHS, will relieve the employer for subsequent transportation and subsistence costs and the 3/4ths guarantee. The employer may terminate the work contract where the services are no longer required for reasons beyond the employer's control due to fire, weather, or other Act of God. In the event of contract impossibility, the employer will fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, the employer shall perform its obligations prescribed at 20 CFR § 655.122(o)(1-3). Reasonable efforts will be made to transfer a worker terminated for contract impossibility to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable.

All requests for leave of absence must be in writing. All absences will be counted towards hours offered for the purpose of computing the 3/4 guarantee.

Employer will provide a worker referred through the Interstate Clearance System a full week's work for the week beginning with the anticipated date of need in accordance with 20 CFR 653.501(d)(2)(v)(A), unless employer has amended the date of need by notifying the local order-holding office no later than ten (10) days before the date of need. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine (9) working days and no later than five (5) working days before the date of need, the worker will be disqualified from the above-mentioned guarantee. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. Alternative work will be general farm labor and farm maintenance activities including, but not limited to, stacking tobacco racks, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, ditching, cutting fire wood, mending fences, and the general repair, upkeep and maintenance of the farm buildings, equipment and the farmstead in general.

Pursuant to 20 CFR 655.122(e)(1), 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. Prior to labor certification determination, the employer will provide proof of worker's compensation insurance coverage to the certifying officer in accordance with 20 CFR 655.122(e)(2). In the event that the current coverage will expire during the period of need

reflected on attached ETA 790, Item 9, the employer gives written assurance of its intent to renew and maintain continuous coverage for the entire dates of need, as evidenced by the signed and dated ETA 790 to which this assurance is attached.

**§ 13 BOARD ARRANGEMENTS:**

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

**§ 14 SPECIFIC REFERRAL INSTRUCTIONS:**

All local and intrastate applicants may be referred directly to the employer for interview by first faxing the referral candidate's name, address and telephone number to employer, then calling the employer to schedule a personal interview. Hours to call are 9:00 a.m. to 1:00 p.m., Monday-Friday, excluding all federal holidays. All interstate applicants interested in this job offer should first contact Carol Young, Farm Placement Specialist, Virginia Employment Commission, 5240 Oaklawn Blvd., Hopewell, Virginia, phone (804) 541-6503, prior to contacting the employer. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers recruited against the job offer from within normal commuting distance will not be provided housing, subsistence or transportation.

**§ 15 CONTINUATION OF TEXT SECTION 15 OF ETA 790, JOB SPECIFICATIONS:**

Plants, waters, sprays, weeds sod. Mows grass. Cuts, rolls and stacks sod. Delivers sod produced on the farm (in its unmanufactured state) to storage or to market or to a carrier for transportation to market.

SOD: Prepares soil and growth medium, hauls and spreads topsoil, fertilizer, peat moss, lime and other soil conditions on sod grass and turf areas. Digs, rakes, screens soil. Fills tanks with water. Weeds, water, sows grass seed and plants plugs of sod. Operates mowers and sod cutters. Cuts, rolls, and stacks sod. Loads, unloads trucks. Duties include delivery of sod grown on the farm (in its unmanufactured state) to storage or to market or to a carrier for transportation to market. When work in sod is not available workers may be offered other general agricultural duties associated with sod farming, including but not limited to building and equipment maintenance, repairing fence and similar tasks. Work is to be done in the field for long periods of time. Workers may assist in loading of trucks by lifting 75 pounds to a height of 5 feet or more.

Workers may be required to perform variable tasks such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding and other tasks related to general farming.

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

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to grasses, ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day while working in fields. Temperatures may range from 10° F to +100° F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand-cultivation tasks, weeding or hoeing various crops, cleaning and repairing farm buildings, seed beds, racks, grounds, setting up and moving irrigation pipes and equipment, gardening, weeding and shrubbing, etc. All other duties assigned under this Order will be those duties of Farm Worker, Diversified Crops, DOT code 407.687-010. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

**Full Growing Season Commitment:** The job offered requires that the worker be available for work six (6) hours per day Monday through Friday and five (5) hours on Saturday everyday that work is available and for the full period of employment shown in Item 5, even though work may be slack for a brief period after tobacco planting. The worker agrees to be available for work and performed assigned tasks whenever work is available through the full period of employment shown in Item 5. Work available is defined as, no work required on the worker's Sabbath or Federal holidays, but work is required six (6) hours per day Monday-Friday, and five (5) hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 5, the worker will forfeit the ¾ guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness cannot be tolerated and may result in termination.

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

En Espanol:

**CÉSPEDS:** preparar la cespeds y el cresimnto de la cespeds. Tamyán que fertlize las cespeds con las armintas que le dene y con los lícidos y yen los tankse de hawa. Hranke las jerbas dele cespeds. Que sepa usa la maqins para qorta las cespeds. Curta y inroya las cespeds y suvier in una trock y vahare y qundo se kave le travaho se le asgnar otrs taryeas simolares. El trabajo se require que levant mas de 60 a 70 lebras o mas.

El trabajo require que los trbajadores usen las armntas par esqabare y aser hoyos y tabeyen trabajar in los diches.

Los trabajadore teyan que saber usar las arments que serequire como el tractor par subirl las cajas o par vajar las cespeds tyen que saver uslas sin esurcsyones o con estresions.

Los trabajodroes tyen que resenter los insectos el sqate los chimicos y setar parldo por muchas horas a la vece y in la rodyas por muchas horas al diya.

Los trabajadore tabyen tyen que trabajar in la yovia y en las temperaturas de 10° F a mas de 100° F y trabajadore tyent que resister las temperamentos.

CONDICIONES GENERALES APLICABLES A TODOS LAS COSECHAS: Se les podra pedir a los trabajadores que efectuen labores agricolas en la finca que esten relacionadas con los cultivos enumerados en la solicitud, como labores de cultivo manual extraccion de mala hierba o cava de diversos cultivos como, el Algodon, la soya limpieza y reparacion de instalaciones de la finca, semilleros, estantes, terrenos, instalacion y traslado de tuberia y equipo de irrigacion, jardineria, poda de arbustos, y etc. Cualquier otro labor que se asigne en virtud de la presente orden sera el prescrito por trabajador agricola, cultivos diversificados, codigo DOT 407.687.010. Esta es un negocio muy exigente y competitivo en cual las especificaciones de calidad deben ser adherido rigurosamente. Trabajo lodoso no puede ser ni sera tolerado.

COMETERSE CON EL CRECIMIENTO DE TEMPORADA LLENA: El trabajo que se ofrece requiere que los trabajadores estan disponibles para trabajar seis (6) horas por dia, de lunes a viernes y cinco (5) horas el Sabado y todos los dias que higa trabajo y tambien por la temporada de trabajo que se encuentra en el articulo numero 5, asi como el trabajo se aflojera por un tiempesito despues de plantando el tabaco. El trabajador conformara que cuando higa trabajo este disponible para hacer las tareas cuando higa trabajo y sobre la temporada llena de empleo o que se encuentra en el articulo numero 5. El trabajo disponible es definido como, no se trabajara en el tiempo de Sabat o en la temporada de las vacciones federales, pero el trabajo si se requiere seis (6) horas por dia de Lunes - Viernes, y cinco (5) horas los Sabados.

El trabajador entiende que si abandonan su trabajo de empleo o son terminados de empleo por causa antes de la temporada de empleo, o terminacion o como se encuentran en el articulo numero cinco, el trabajador pierdera la garantia de 3/4 de reembolso de ciertas costos de transportacion como se escribe en algun articulo en esta orden de trabajo. Ausentes o tardes no seran toleradas y resultaran con terminacion.

El trabajo diario asignado y los trabajadores asignados, y la locacion sera asignado por, y nada mas por, el manejante de la labor o supervisor, o como se nececite en las operaciones dictadas sobre la operaciones de labor. Los trabajadores se le asignaran una variedad de ordenes en cualquier dia o tareas diferentes en diferente dias. Trabajadores seran disponibles para hacer las ordenes y el trabajo en cualquier cosecha asignada por el Patron o Supervisor.

#### **§ 17 TRANSPORTATION ARRANGEMENTS:**

Transportation to place of employment. If the employer has not previously advanced such transportation and subsistence costs to the worker or otherwise provided such transportation or subsistence directly to the worker by other means and if the worker completes fifty percent (50%) of the work contract period, employer will reimburse worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer to the employer's place of employment. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR 655.173(a), which is currently \$10.73 per day. These arrangements apply only to workers who are recruited outside the area of intended employment.

Transportation from last place of employment to home country. If the worker completes the work contract period, or if the employer is terminated without cause, and the worker has no immediate H-2A employment, the employer will provide or pay for the worker's reasonable costs of return transportation and subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or

pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide or pay for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR § 655.173(a), which is currently \$10.73 per day. The employer's obligation to provide or pay return transportation and subsistence continues if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in 20 CFR § 655.135(d) with respect to referrals made after the employer's date of need. These arrangements apply only to workers who are recruited outside the area of intended employment.

Transportation between living quarters and worksite. For those workers living in housing provided or secured by the employer, employer will provide transportation between such housing and the employer's daily worksite at no cost to the worker. Such transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR § 655.122(h)(4). The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer.

**OTHER CONDITIONS OF EMPLOYMENT, CLARIFICATIONS, AND ASSURANCES:**

**ASSURANCE:** The employer agrees to abide by the regulations at 20 CFR §§ 655.135 and 653.501.

**EXTENSION OF EMPLOYMENT:** No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

**TERMS AND CONDITION CHANGES:** The 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 that 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 pursuant to 20 CFR § 653.107 and 20 CFR § 653.501.

**CONTRACT IMPOSSIBILITY:** The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God. In the event of such termination, the employer will be bound by the ¾ guarantee from the first workday after arrival to the date of termination, as well as the employer obligations prescribed at 20 CFR § 655.122(o)(1-3). Reasonable efforts will be made to transfer a worker terminated for contract impossibility to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable.

**TERMINATIONS:** The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails after completing the training period to perform the work as specified in Item 11 and Attachment; (d) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker

was recruited and hired; (e) provides other lawful job-related reason(s) for termination of employment; (f) abandons his employment; (g) fails to meet applicable production standards when production standards are applicable; (h) falsifies identification, personnel, medical, production, or other work-related records; (i) fails or refuses to take a drug test; (j) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; or, (k) commits an act or acts of insubordination, including the failure to regard employer's authority.

In the event of termination from medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable cost of transportation and subsistence incurred by the worker to get to the place of employment. These arrangements apply only to workers who are recruited outside the area of intended employment.

**PROOF OF CITIZENSHIP:** All workers hired under this order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

**AGRICULTURAL WORK AGREEMENT:** A copy the work contract will be provided to the worker by the employer no later than on the day the work commences. For an H-2A worker, a copy of the work contract will be provided no later than the time at which the worker applies for the visa. For an H-2A worker going from an H-2A employer to a subsequent H-2A employer, a copy of the work contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

**NUMBER OF WORKERS:** The employer expects the total number of workers to be used in this occupation to be 5, of which 5 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total work force needs are dependent upon weather, crop conditions, and worker availability.

**OTHER:** The working conditions will comply with applicable federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity Employer and will offer United States workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer non-immigrant workers.

**EMPLOYER FURNISHED TOOLS AND EQUIPMENT:** The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

**TRAINING:** Training will be provided for one day and workers will be allowed one day to reach the production standards of the activity.

**SUBSTANCE ABUSE POLICY:** The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process.

**REQUIRED DEPARTURE:** H-2A workers are required to leave the United States at the end of the period certified by the Department of Labor or separation from the employer, whichever is

earlier, as required under 20 CFR § 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.

**PROHIBITIONS AGAINST EMPLOYEES PAYING FEES:** The employer and its agents have not sought or received payment of any kind from any employee subject to 8 U.S.C. § 1188 for any activity related to obtaining H-2A labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs, as prohibited by 20 CFR § 655.135(j). Costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition.

**CONTRACTS WITH THIRD PARTIES COMPLY WITH PROHIBITIONS:** The employer has contractually forbidden any foreign labor contractor or recruiter, if any, whom the employer engages, either directly or indirectly, in international recruitment of H-2A applicants to seek or receive payments from prospective employees, except as provided for in Department of Homeland Security regulations at 8 CFR § 214.2(h)(5)(xi)(A).

**NOTICE OF WORKER RIGHTS:** The employer agrees to post and maintain in a conspicuous location at the place of employment a poster to be provided by the Secretary of Labor as described at 20 CFR § 655.135(l), when such poster is available from the Secretary.

~~ARBITRATION AGREEMENT: As a condition of employment, workers agree to submit all disputes arising out of, in the course of, or pertaining to employment under this work contract to binding arbitration instead of filing suit in local, State or federal court. Binding arbitration of all disputes (including but not limited to violations of statutory or common law rights, wrongful discharge, negligence or intentional torts, breaches of contract, and disputes regarding pay including claims under the Fair Labor Standards Act and any State wage and hour law) shall be the workers' exclusive remedy for dispute resolution, except for claims properly made through an administrative process. Arbitration shall be conducted in the City of Clinton, Sampson County, North Carolina, in accordance with the arbitration rules and procedures of the American Arbitration Association.~~

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**FORUM SELECTION:** The State and federal courts having jurisdiction over Sampson County, North Carolina, shall have exclusive jurisdiction and venue of any action arising out of, in the course of, or pertaining to employment under this work contract. Any action brought hereunder must be brought in the State or federal courts of such jurisdiction and the employer and employee consent to such exclusive jurisdiction and venue.

**CERTIFICATION FOR EXEMPTION FROM FIFTY PERCENT RULE:** Pursuant to 20 CFR § 655.135(d), employer certifies that it (1) did not, during any calendar quarter during the preceding calendar year, use more than 500 man-days of agricultural labor; (2) is not a member of an association which has petitioned for H-2A certification for its members; and, (3) has not otherwise associated with other employers who are petitioning for H-2A workers. Unless exempted from said fifty percent rule as requested, employer agrees to abide by said rule.

STATE AGENCY:

AGENCIA ESTATAL:

VIRGINIA EMPLOYMENT COMMISSION

COMISION DEL EMPLEO DE VIRGINIA

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

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

1. Order Number: 263169

263169

2. Name of Employer: OLD CHURCH SOD

2. Nombre del Empleador: OLD CHURCH SOD

3. Location of Employer and Directions:

3. Lugar Y Direccion del Empleador:

(See ES 338)

(See ES 338)

4. Period of Employment:

From: 3/08/12 To: 12/05/12

4. Perodo de Empleo:

Del: 3/08/12 Al: 12/05/12

5. Work Schedule:

Hours per Day: 7

5. Horario del Trabajo:

Horas por Dia: 7

Days per Week: 6

Numero de dias por Semana: 6

6. Crop and Pay:

6. Cosecha y Pago:

Crop:	Hourly Wage	Unit of Production	Piece Rate	Estimated Hourly Wage
Planting	\$9.70			
Soil Prep.				
Cultivate				
Harvest				
Bonus:				

Cosecha:	Sueldo Por Hora	Unidad del Produccion	Pago por Unidad	Calculo Anticipado del Sualdo Wage
Planting	\$9.70			
Soil Prep.				
Cultivate				
Harvest				
Pago Adicional:				

7. Work Tasks to be Performed:

Regular: Plants, waters, sprays, weeds Sod. Mows grass. Cuts, rolls and stacks sod.

7. Labores a Desampenar en al Trabajo:

Normales: Planta, riega, rocia (espraya), desherba (arranca malas hierbas) del terron (cesped) corta cesped, corta, enrolla y apila el cesped (terron)

Alternate tasks and pay during first week in case crop delay (see item 12)

Labores alternativas y pago la primera semana en caso de demora en la cosacha (vease punso numero 12)

[Empty box for alternate tasks and pay during first week in case crop delay]

[Empty box for alternate tasks and pay during first week in case crop delay]

8. Transportation Provided:

Yes:  No:

9. Housing can Accommodate  People:  
Individual  Family

10. Meals Pro-

Yes:  No:

If yes: Cost per Day:

Workers must do their own Cooking:

Yes:  No:

11. Deductions:

Type	Amount
Social Security	<input type="text"/>
Income Tax	<input type="text"/>
Meals	<input type="text"/>
Transportation	<input type="text"/>
Tools	<input type="text"/>
Crewleader Charges	<input type="text"/>

12. Notes to Worker:

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 notifies the Job Service of a later starting date by:

In order for you to be eligible for this guaranteed, you must contract the Job Service Office at:

Virginia Employment Commission  
5240 Oaklawn Blvd.  
Hopewell, Va. 23860

During the period of:  To

Any Job Service Office will Assist you in doing this.

8. Transportacion Proveida:

Si:  No:

9. Vivendas Disponiblas para  Personas:  
Individuos  Familias

10. Comidas Proveidas:

Si:  No:

Si son Proveidas, El costo por Dia:

Los Trabajadores tienen que cocinar sus Comidas:

Si:  No:

11. Deducionas:

Type	Amount
Seguro Social	<input type="text"/>
Impuestos Sobre Ingrasos	<input type="text"/>
Comidas	<input type="text"/>
Transportacion	<input type="text"/>
Herramientas y Maquinsrias	<input type="text"/>
Cargas De Crewleader	<input type="text"/>

12. Notas Para El Trabajador:

Una copia de la orden de trabajo completa está disponible para la inspección en esta oficina. El patrón ha garantizado sus primeros salarios de los week?s a menos que él notifique el servicio del trabajo de una fecha que comienza más última cerca:

Para usted para ser elegible para este guareenteed, usted debe pongase en contacto con la Oficina De Servicio de Trabajo. en:

Comision Del Empleo De Virginia  
5240 Oaklawn Blvd  
Hopewell, Va. 23860

Durante el periodo del  a

Cualquier Oficina De Servicio de Trabajo le asistira en hacer esto.