

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 1/29/2009

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>Alabama</u>

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

SUBJECT: Request for Extension of Clearance Order No. 124490 C-09022-17364

Extension is requested for the 1 cop(ies) of the order which is/are attached,  
dated 1/29/2009 for 5, Horticultural Worker 45-2092-01  
(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.

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)

**Agricultural and Food Processing Clearance Order**  
**Pedido 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

<p>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)                  OLD CHURCH SOD, LLC PO BOX 4089 PINEHURST, NC 28374 (804) 932-4584</p>	<p>Industry Code / Código de Industria                  0182</p> <p>Job Order # / No. Orden de Empleo                  124990</p> <p>Occupational Title and Code / Título Ocupacional y Código                  405.687-014 Horticultural Workers II 45-2092-01</p> <p>Clearance Order Issue Date / Fecha de Trámite:                  1/29/09</p>																				
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo                  13101 OLD CHURCH RD., NEW KENT, VA 23124. From Richmond, take I-64 East towards Norfolk; Exit #211 and left onto SR 106 (Emmaus Church Rd.); Travel SR 106 about 10 mi to farm (road name changes to Old Church Rd.).</p>	<p>Job Order Expiration Date / Fecha de expiración:                  4/13/09</p> <p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo                  From/Desde: 03/12/2008 To/Hasta: 12/10/2009</p> <p>7. No. of Workers Requested / No. de Trabajadores Pedidos                  5</p>																				
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda                  (see attachment / para más detalles vea 4)                  Housing consists of 1-mobile home located at 13101 Old Church Road, New Kent, VA 23124. From Richmond, VA, take I-64 East towards Norfolk; Exit #211 and left onto SR 106 (Emmaus Church Rd.); Travel SR 106 about 10 mi. to farm (road name changes to Old Church Rd.).</p>	<p>5. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana</p> <table border="1"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> <td>7</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td>5</td> </tr> <tr> <td colspan="2">Total:</td> <td colspan="2">40</td> </tr> </table> <p>9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar                  Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  Local Office / Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	Sunday / Domingo	0	Wednesday / Miércoles	7	Monday / Lunes	7	Thursday / Jueves	7	Tuesday / Martes	7	Friday / Viernes	7			Saturday / Sábado	5	Total:		40	
Sunday / Domingo	0	Wednesday / Miércoles	7																		
Monday / Lunes	7	Thursday / Jueves	7																		
Tuesday / Martes	7	Friday / Viernes	7																		
		Saturday / Sábado	5																		
Total:		40																			
<p>4. Board Arrangements / Arreglo de Alojamiento                  Housing provided at no cost to workers not reasonably able to return to place of residence at end of workday.                  (see attachment / para más detalles vea 2)</p>																					
<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos                  Refer to Eric Randolph, cell # (804) 387-9168.                  (see attachment / para más detalles vea 5)</p>																					
<p>10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]                  Plants, waters, sprays, weeds sod. Mow grass. Cuts, rolls and stacks sod. Installs sod produced on the farm. 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. This job is physically demanding. See attached.</p>																					
<p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]                  Planta, riega, esprraya y arranca malas hierbas. Corta céspeds. Corta y enrolla y apila el césped. Los trabajadores pueden ser requerido que se sometan a una prueba al azar de drogas o alcohol sin costo al trabajador. La falta de someterse a este requerimiento o prueba positiva de uso resultara en la terminación de empleo. Estar agachado y extraerse por mucho tiempo. Mira incluido. Mira incluido.                  (see attachment / para más detalles vea 3)</p>																					

(see attachment / para más detalles ver 3)

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 / Unidades	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
Turfgrass	\$ 7.25	\$	No	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  
 Workers are guaranteed that their total earnings will be at least the highest of the AEWR, prevailing hourly wage rate or prevailing piece rate, the federal minimum wage or North Carolina minimum wage, which shall not be less than \$7.25 per hour.

(see attachment / para más detalles ver 1)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)  
 For those workers living in housing provided or secured by the employer, employer will provide free transportation to and from the daily worksite. Housing is not provided to those workers residing within normal commuting distance who are able to return to their residence at the end of the workday.

(see attachment / para más detalles ver 7)

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 área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en este(s) tipo(s) de cosecha(s)/sembrados? 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 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 Employer Services Rural Services Unit 5420 Oaklawn Blvd., Hopewell, VA 23060	20. 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
---	--

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.  
 Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, términos, y condiciones ofrecidos.  
 Employer's Signature & Title: Firma y Título del Empleador  
 Clark Wooten, Member-Manager

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.  
 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 Empleo 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 80 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).

**ETA 790 ATTACHMENTS**  
**Old Church Sod, LLC**  
**Job Order Beginning 03/12/2009 to 12/10/2009**

**ATTACHMENT 1**

**ITEM 11, WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:**

The Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate or prevailing piece rate, the federal minimum wage rate or the Virginia minimum wage rate, whichever is greatest, will be the minimum rate of pay. Employer assumes that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. 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 AEWR during the recruitment or work contract period which is higher or lower than the AEWR herein, the higher AEWR or, at the discretion of the employer, the lower AEWR, will become the guarantee.

In the event the AEWR 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 statutory minimum wage or Virginia statutory 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 (broken out by offers in accordance with, and over and above the 3/4ths guarantee; (iv) hours actually worked by the worker; (v) itemization of all deductions; and, (vi) if piece rates are used, the units produced daily, all in compliance with 20 CFR 655.104(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 or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or its extensions, if any. Details of the 3/4ths guarantee are outlined in 20 CFR 655.104(i). 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 and the employer shall perform its obligations prescribed at 20 CFR 655.104(o)(1-3).

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.

**ATTACHMENT 2:**

**ITEM 8, ANTICIPATED HOURS OF WORK:**

Worker will report to work at the designated time and place as directed by the employer each day. The standard work week of seven (7) hours per day Monday through Friday and five (5) hours on Saturday is normal. Workers may be requested up to ten (10) hours per day depending upon the conditions in the fields and the maturity of the crop. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods of down time can occur anytime throughout the season.

**ATTACHMENT 3:**

**ITEM 10, JOB SPECIFICATIONS:**

In English:

**JOB DESCRIPTION:**

Worker will perform any or all of the following tasks as directed by the Employer:

Worker will perform any or all of the following tasks as directed by the Employer:

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 installation of sod grown on the farm. 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 and lifting 60 to 70 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.

**Full Growing Season Commitment:** The job offered requires that the worker be available for work seven (7) 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. 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 seven (7) 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  $\frac{3}{4}$  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:

DESCRIPCION DE TRABAJO:

El trabajador llevara a caso alguna o todas las siguientes tareas segun instrucciones del Patron o Supervisor.

**CÉSPEDS:** preparar la cespeds y el cresimnto de la cespeds. Tanyan que fertilizae las cespeds con las armintas que le dane y con los lícidos y yen los tankse de hawa. Hranke las jerbos 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 trabajadores usen las armntas par esqabare y ascr hoyos y tabeyen trabajar in los dichos.

Los trabajadore teyan que saber usar las arments que serequire como el tractor par subirl las cajas o par vajar las cecpeds tyen que saver uslas sin esuresyones 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 tpemantos de 10° F a mas de 100° F y trabajadore tyent que resister las tempermntos.

**COMETERSE CON EL CRECIMIENTO DE TEMPORADA LLENA:** El trabajo que se ofrece require que los trabajadores estan disponibles para trabajar siete (7) 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. 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 vacaciones federales, pero el trabajo si se require siete (7) 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. Ausentos 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 manejaante 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 qualquier 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.

**ATTACHMENT 4:**

**ITEM 2, LOCATION AND DIRECTIONS TO WORKSITE:**

The worksite is located at 13101 Old Church Road, New Kent, VA 23124. From Richmond, VA, take I-64 East towards Norfolk; Exit #211 and left onto SR 106 (Emmaus Church Rd.); Travel SR 106 about 10 mi. to farm (road name changes to Old Church Rd.).

**ATTACHMENT 5:**

**ITEM 4, 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.

**ITEM 3, LOCATION AND DESCRIPTION OF HOUSING:**

Housing is located at 13101 Old Church Road, New Kent, VA 23124. From Richmond, VA, take I-64 East towards Norfolk; Exit #211 and left onto SR 106 (Emmaus Church Rd.); Travel SR 106 about 10 mi. to farm (road name changes to Old Church Rd.).

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. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer.

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.

Workers may be reached at the following address and telephone number: c/o Old Church Sod, LLC, 13101 Old Church Rd., New Kent, VA 23124, phone (804) 932-4584.

**ATTACHMENT 6:**

**ITEM 5, REFERRAL INSTRUCTIONS:**

The referral under this job order is to be made to Eric Randolph, farm manager, at the general farm office location, in person, at 13101 Old Church Rd., New Kent, VA 23124, phone (804) 932-4584. Eric's cell number: (804) 387-9168. All local and intrastate applicants may be referred directly to the employer for interview. 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

the local employment office of the terms, conditions and nature of employment prior to referral. Referring offices must verify identity and employment authorization through the process for employment verification of all workers that is established by INA § 274A(b). Referring offices must provide documentation certifying the employment verification that satisfies the standards of INA § 274A(a)(5) and its implementing regulations at 8 CFR 274A(a)(6). Workers recruited against the job offer from within normal commuting distance will not be provided housing, subsistence or transportation.

#### **ATTACHMENT 7:**

##### **ITEM 12, 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 departed to the employer's place of employment. For an H-2A worker coming from outside the U.S., the place from which the worker has departed shall be the worker's port of entry into the U.S. for purposes of this provision under 20 CFR 655.104(h)(1). The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distance involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR 655.114, which is currently \$9.90 per day. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

**Transportation from last place of employment to home country.** If the worker completes the work contract period, employer will provide or pay 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. For an H-2A worker coming from outside the U.S., the place from which the worker has departed will be considered to be the worker's port of entry into the U.S. for purposes of this provision under 20 CFR 655.104(h)(2), except when the worker will not be returning to the place from which he came to work for the employer due to subsequent employment with another sponsoring employer who agrees to pay such costs. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distance involved. The amount of the daily subsistence payment shall be no less than the amount set under 20 CFR 655.114, which is currently \$9.90 per day. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

**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 655.104(h)(3). 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 CLARIFICATIONS AND ASSURANCES:**

**ASSURANCE:** The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.104.

**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 or an Act of God. In the event of such termination, the employer will be bound by the  $\frac{1}{4}$  guarantee from the first workday after arrival to the date of termination, as well as the employer obligations prescribed at 20 CFR 655.104(a)(1-3).

**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 record or status as a registered sex offender that employer reasonably believes will impair the safety and 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 for whom the employer is legally obligated to supply housing.

**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 of the agricultural work agreement contract or the ETA790 and Attachments will be provided to the worker by the employer no later than on the day the work commences.

**NUMBER OF WORKERS:** The employer expects the total number of workers to be used in this occupation to be five (5), of which five (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.

**FOREIGN LABOR RECRUITMENT FEES FORBIDDEN:** The employer has contractually forbidden any foreign labor contractor or recruiter, if any, whom the employer engages 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).

**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 655.111, unless the H-2A worker is being sponsored by another subsequent employer.

## NEW KENT COUNTY COMMUNITY SERVICE

Dept. of social Services  
3610 N. Courthouse Road  
Providence Forge, VA 23140  
(804) 966-1853

New Kent Sheriff Dept.  
12001 Courthouse Circle  
New Kent, VA 23124  
(804) 966-9500  
Emergency 911

New Kent Health Dept.  
12007 Courthouse Circle  
New Kent, VA 23124  
(804) 966-9640

New Kent Mental health  
~~12007 Courthouse Circle~~  
New Kent, VA 23124  
(804) 966-5959

John Randolph Hospital  
411 W. Randolph Road  
Hopewell, VA 23860  
(804) 541-1600

Medical College of Virginia  
401 N. 12<sup>th</sup> Street  
Richmond, VA 23232  
(804) 828-9000

Salvation Army Shelter  
3807 Mechanicsville, Turnpike  
Richmond, VA 23231  
(804) 497-8780

Cecily Rodriguez  
Telamon Corporation  
4913 Fitzhugh Ave. Ste. 202  
Richmond, VA  
(804) 355-4676

VA Justice Center for Farm & Immigration Worker  
1000 Preston Ave. Suite B  
Charlottesville, VA 22903  
(434) 296-8851

**VIRGINIA EMPLOYMENT COMMISSION**

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

- 1. ORDER NUMBER: 124490
- 2. NAME OF EMPLOYER: Meadowspring Turf, LLC
- 3. LOCATION OF EMPLOYER AND DIRECTIONS: (See ES 338)
- 4. PERIOD OF EMPLOYMENT: FROM 3-12-09 - 12-10-09
- 5. WORK SCHEDULE: MINIMUM HOURS PER DAY 7 DAYS PER WEEK 6
- 6. PAY: Weekly HOURLY WAGE: 7.25 PIECE RATE:
- 7. WORK TASKS TO BE PERFORMED: PLANTS, WATERS, SPRAYS, WEEDS SOD. MOWS GRASS. CUTS, ROLLS AND STACKS SOD.

- 8. TRANSPORTATION PROVIDED: FROM LABOR CAMP TO WORK SITE AND RETURN Yes
- 9. HOUSING CAN ACCOMMODATE 6 PERSONS INDIVIDUAL 0 FAMILY

- 10. MEALS: PROVIDED: NO IF YES: COST PER DAY \_\_\_\_\_ (See item 13 in Job Order) WORKERS MAY DO THEIR OWN COOKING: YES

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	<u>XXXXXX</u>
INCOME TAX	<u>XXXXXX</u>
TRANSPORTATION	<u>NONE</u>
TOOLS & EQUIPMENT	<u>NONE</u>
CREWLEADER CHARGES	<u>NONE</u>

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 2/26/09

In order for you to be eligible for this guarantee, you must contact the job service at: Virginia Employment Commission 5240 Oaklawn Blvd. Hopewell, VA 23860

During the period of 2/27/09 - 2/5/09 Any Job Service office will assist you in doing this.

**VIRGINIA EMPLOYMENT COMMISSION AGENCIA**

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

- 1. NUMERO DE LA ORDER: 124490
- 2. NOMBRE DEL EMPLEADOR: Meadowspring Turf, LLC
- 3. LUGAR Y DIRECCION DEL EMPLEADOR: (See ES 338)
- 4. PERIODO DE EMPLEO: DEL 3/12/09 - 12/10/09
- 5. HORARIO DE TRABAJO: MINIMAS HORAS POR DIA 7 NUMERO DE DIAS POR SEMANA 6
- 6. PAGO: Semanalmente SUELDO POR HORA: 7.25 PAGA POR UNIDAD:
- 7. LABORES A DESEMPEÑAR EN EL TRABAJO: Planta, riega, rocia (espraya), desherba (arranca malas hierbas) del terrón (césped). Corta céspedes. Corta, enrolla y apila el césped (terron).

- 8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA: SI
- 9. VIVENDA DISPONIBLE PARA 6 PERSONAS: INDIVIDUOS 0 FAMILIAS

- 10. COMIDAS: PROVISTAS: NO SI SON PROVISTAS, EL COSTO POR DIA SERA \_\_\_\_\_ (Vea Num. 13 en la Orden de Trabajo) LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	<u>XXXXXX</u>
IMPUESTOS SOBRE INGRESOS	<u>XXXXXX</u>
TRANSPORTACION	<u>NO</u>
HERRAMIENTAS Y MAQUINARIA	<u>NO</u>
SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS	<u>NO</u>

12. NOTAS PARA EL TRABAJADOR: La 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 2/26/09

Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleos en el: Virginia Employment Commission 5240 Oaklawn Blvd. Hopewell, VA 23860

Durante el periodo el 2/27/09 al 2/5/09 Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.