

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 2/25/2010

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. 154653

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 2/25/2010 for 8 , Farmworker 45-2092-02
(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) Ricky Horton; 11142 Fairview Road, Blackwater, VA 24221 (276) 940-2800</p>		<p>Industry Code / Código de Industria: <u>0161</u> Job Order # / No. Orden de Empleo: <u>154653</u></p> <p>Occupational Title and Code / Título Ocupacional y Código: <u>Farmworkers & Laborers 45-2092</u></p> <p>Clearance Order Issue Date / Fecha de Tramite: <u>2/25/10</u></p> <p>Job Order Expiration Date / Fecha de expiración: <u>05/12/10</u></p> <p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: <u>04/12/10</u> To / Hasta: <u>11/15/10</u></p>																																																							
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo Location: US 23 North from Kingport, TN approx 15 miles, take left onto Fairview Rd (VA Rt 600). Go approx 11.5 mi and worksite on left at 11142 Fairview Road, Blackwater, VA 24221</p>		<p>7. No. of Worker's Requested / No. de Trabajadores Pedidos: <u>8</u></p> <p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2"></td> <td style="text-align: right;">Total:</td> <td style="text-align: right;">40</td> </tr> <tr> <td>Sunday / Domingo</td> <td></td> <td>Wednesday / Miércoles</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Monday / Lunes</td> <td style="text-align: right;">7</td> <td>Thursday / Jueves</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Tuesday / Martes</td> <td style="text-align: right;">7</td> <td>Friday / Viernes</td> <td style="text-align: right;">7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sabado</td> <td style="text-align: right;">5</td> </tr> </table> <p>9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Local Office/Oficina Local: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>				Total:	40	Sunday / Domingo		Wednesday / Miércoles	7	Monday / Lunes	7	Thursday / Jueves	7	Tuesday / Martes	7	Friday / Viernes	7			Saturday / Sabado	5																																		
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<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda (see attachment / para más detalles vea 8) Frame 2 story house located at 11214 Fairview Road, Blackwater, VA 24221. House is heated by propane and space for 8 persons total. Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Has complete furnishings with appliances. Worker will be responsible for maintaining housing in a neat & clean manner. Reasonable repair cost of damage, other than that caused by normal wear & tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings. Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day. See Attachment 1, Item 3 & Attachment 2</p>		<p>4. Board Arrangements / Arreglo de Alojamiento Workers will purchase ingredients and prepare own meals. Employer will furnish free & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & serving utensils at no cost to the workers. Employer will provide transportation to assure worker access to stores where one can purchase groceries if the employer is providing cooking & kitchen facilities.</p>																																																							
<p>5. Referral instructions / Instrucciones para el Referimiento de Candidatos The referral under this job order is to be made to the local office of the Virginia Employment Commission. The address of that office is Virginia Employment Commission Workforce Center, 192 Bristol Road, Bristol, VA 24209 Telephone (276) 642-7350. See Attachment 1, Item 5</p>		<p>10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] To perform various duties associated with the production of horticultural plants and vegetable crops in the job order. Workers will perform work according to supervisor's instructions. (continued - See Attachment 1 Item 10)</p>																																																							
<p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Para realizar varios deberes asociados con la producción de cosechas hortícolas de plantas y verdura en la orden de trabajo. Los trabajadores realizarán el trabajo según las instrucciones de supervisor.</p>		<p>11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas) (see attachment / para más detalles vea)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Crop Activities / Cultivos</th> <th rowspan="2">Hourly Wage Salario por Hora</th> <th rowspan="2">Piece Rate / Unit(s) Pago por Pieza / Unidad(es)</th> <th rowspan="2">Special Pay (bonus, etc.) Pagos Especiales (Bono, ect)</th> <th colspan="2">Deductions / Deducciones</th> <th rowspan="2">YES SI</th> <th rowspan="2">NO</th> <th rowspan="2">Pay Period Periodo de Pago</th> </tr> <tr> <th>Social</th> <th>Federal Tax</th> </tr> </thead> <tbody> <tr> <td>Farmworker</td> <td>\$ 9.02*</td> <td>\$ NA</td> <td>NA</td> <td></td> <td></td> <td>X</td> <td></td> <td>Weekly / Semanal</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td rowspan="3">BI-weekly / cada 2 sem.</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td></td> <td></td> <td>X</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td></td> <td></td> <td></td> <td>X</td> </tr> <tr> <td colspan="4"></td> <td>Other (specify) / Otro</td> <td></td> <td></td> <td>X</td> <td>Other / Otro</td> </tr> </tbody> </table> <p>* Applicable as conveyed from the Chicago National Processing Center See Attachment 1 Item 11</p>		Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect)	Deductions / Deducciones		YES SI	NO	Pay Period Periodo de Pago	Social	Federal Tax	Farmworker	\$ 9.02*	\$ NA	NA			X		Weekly / Semanal		\$	\$				X		BI-weekly / cada 2 sem.		\$	\$				X			\$	\$					X					Other (specify) / Otro			X	Other / Otro
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<p>12. Transportation Arrangements / Arreglos de Transporación (Please explain) Employer does not advance transportation or subsistence pay from place of recruitment to place of employment. (See Attachment 1 Item 12)</p>		<p>13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> if you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agricola para cada actividad?</p>																																																							
<p>14. Unemployment Insurance provided / Seguro por Desempleo:</p>		<p>15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>16. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>																																																							
<p>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</p>		<p>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</p>																																																							
<p>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 Workforce Center, 192 Bristol Road, Bristol, VA 24209</p>		<p>20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de telefono) Mr. Felix Acosta (276) 642-7350</p>																																																							
<p>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, terminus, y condiciones ofrecidos. Employer's Signature & Title/ Firma y Título del Empleador</p>																																																									

Ricky Horton, Owner

Ricky Horton

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 Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

Attachment for ETA 9142 Section F Item 5
Job Duties Continuation -Ricky Horton

Workers will be required to work outdoors in periods of light rain. Rain gear will be provided to workers at no cost to them. Workers will be required to work in cold, wet, hot & humid conditions in ambient temperature environment levels ranging from just below 30 degrees to above 100 degrees F. Continuous stooping, kneeling, bending, is required. Workers should have no allergies to noxious plants or insect control sprays & be physically able to perform the work.

For cucumbers, corn, okra, squash, bell peppers, eggplant, hot peppers, tomatoes, cherry tomatoes, green beans, lima beans, peas, blackberries, strawberries, beets, onions, turnips, radish, jalapeno peppers, cuban long banana peppers, carrot, roma beans & herbs: Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full containers weighing approximately forty (40) to seventy-five (75) pounds and empty into field bin or load onto trailer. Workers may be required to pull and discard culls as directed by the supervisor. Pickers will take care not to bruise or scar the produce. Pre-harvest activities for tomatoes may include staking, tying, transplanting, and pruning.

For watermelons, honey dew melons, pumpkins, gourds, melons, and cantaloupes: Workers will walk along rows and cut melons according to size, color, shape and degree of maturity using a knife. Workers may be required to carry to trailer or window. Pay rate is hourly paid.

For cabbage, collards, kale mustard greens, lettuce, spinach, broccoli, cauliflower, turnip greens, chard, cresses: Workers will cut mature cabbage heads and bunches of collards, kale and mustard greens using a knife as specified by the supervisor. Products will then be placed into sacks or boxes and placed on a trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment. Workers will be required to stay on their assigned row. All cabbage, collard, kale, and mustard greens work will be paid hourly.

For potatoes and sweet potatoes: Workers will walk along row, which has been previously plowed. Worker will bend over, scratch the dirt and pick out potatoes. Potatoes which are one (1) inch in diameter and larger will be placed in 5/8 inch bushel buckets. Potatoes smaller than one (1) inch in diameter are discarded in the row middle. Filled buckets are taken to trucks or trailers for emptying. Workers will receive ticket or token for each bucket and return to assigned row to continue work. Worker must carefully handle potatoes and avoid bruising. Workers will be required to stay on their assigned row. All potatoe work will be paid hourly.

For asparagus: Worker will move along assigned row, stooping, bending, and reaching to break asparagus spears at ground level. Worker may operate self-propelled harvesting aid on which workers ride while stooping to break spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 7 ½ inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specifications will be placed in a straight fashion in field buckets and carried to trucks or trailers for emptying. Workers will be required to stay on their assigned row. All asparagus work will be paid hourly.

For flowers: Workers will prepare soil, plant, & transplant flowers from greenhouse. Workers will trim plants using mowing and trimming equipment, hoe, load, and unload plants during shipping process.

For hay and straw: Workers will move along rows of previously baled hay and straw, bending, stooping, and lifting 30 to 60 lb bales. Workers will load and stack bales onto a truck or trailer, move tractor or truck in the field incidental to loading. Workers may unload and restack for storage. All hay and straw work will be paid hourly.

Work is to be done in the fields for long periods of time. Workers are expected to perform duties including boxing, weighing, and loading of produce.

Work may include mechanized field work using power equipment. By way of example and non limited power equipment may include tractors, planters, sprayers, cultivators, and other farm 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 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 reasonable accommodations. Workers are exposed to wet weather early in the morning through the heat of the day working in the fields. Temperatures may range from just below 30 degrees to in excess of 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.

ETA Form 790 – Item 11 Continuation of Crop Activities
Ricky Horton

Agricultural Crop Activity	Hourly Wage
Tomatoes & Cherry Tomatoes	\$9.02
Flowers	\$9.02
Cucumbers	\$9.02
Corn, Okra, Squash	\$9.02
Peppers, green beans	\$9.02
Lima beans, peas	\$9.02
Blackberries, strawberries	\$9.02
Beets, onions	\$9.02
Turnips & radishes	\$9.02
Watermelons, honeydews	\$9.02
Pumpkins & gourds	\$9.02
Cantaloupes	\$9.02
Cabbage, collards	\$9.02
Potatoes & sweet potatoes	\$9.02
Planting, weeding	\$9.02
Cultivating, watering	\$9.02
Harvesting	\$9.02
Loading & unloading products	\$9.02

ATTACHMENT I for Ricky Horton

(Used for further detail of ETA 790; Item numbers below correlate to item numbers on ETA 790)

Page 1

Item 3 – Location & Description of Housing

Housing is a frame two story house located at 11214 Fairview Road, Blackwater, VA 24221, heated with propane with space for 8 persons.

Housing & utilities are provided at no cost only to non-commuting workers. "Non-commuting workers" are defined as those workers who are not reasonably able to travel to the work site from their permanent place of residence, and return each work day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.

No tenancy in such housing is created. Employer retains possession and control of housing premises at all times. Workers, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing.

Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Worker will be responsible for maintaining housing in a neat and clean manner. Reasonable repair costs of damage, other than that caused by normal wear and tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings. Workers are assigned employer-provided housing by a designated company manager and must occupy the quarters assigned to them. Women workers will be provided with sleeping facilities shared with other female workers and segregated toilet facilities. Dining and other common area will be shared or separate cooking facilities will be provided.

Item 5 – Referral Instructions

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the local Virginia Employment Commission office in order to ascertain current employment, crop, or housing information and to enable proper arrangements to be made. It will be the responsibility of the VEC office to inform job seekers of the terms and conditions of this clearance order. The VEC office will contact the agent directly and advise the agent of the referral during the hours of 10:00 a.m. to 3:00 p.m., Monday through Thursday, and 9:00 a.m. to 11:00 a.m. on Friday.

Agent for contact: Labor Services International, LLC
(252) 492-2543

Applicants who arrive at the place of employment, referred to as walk-ins or gate hires, will be accepted until 30 days after the application start date.

Workers hired pursuant to the job offer from within normal commuting distance will not be provided housing, subsistence, or transportation.

Item 8 – Work Week

A worker may be offered more than 8 hours work per day, and in an emergency, a worker may be requested, but not required, to work on his/her Sabbath.

Item 10 – Job Specifications

For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Workers are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities.

For cucumbers, corn, okra, squash, bell peppers, hot peppers, tomatoes, cherry tomatoes, green beans, lima beans, peas, blackberries, strawberries, beets, onions, turnips, radish, jalapeno peppers, cuban long banana peppers, carrot, roma beans & herbs: Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full containers weighing approximately forty (40) to seventy-five (75) pounds and empty into field bin or load onto trailer. Workers may be required to pull and discard culls as directed by the supervisor. Pickers will take care not to bruise or scar the produce. Pre-harvest activities for tomatoes may include staking, tying, transplanting, and pruning.

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For asparagus: Worker will move along assigned row, stooping, bending, and reaching to break asparagus spears at ground level. Worker may operate self-propelled harvesting aid on which workers ride while stooping to break spears at ground level. Spears which are less than 1/4 inch in diameter (measured at butt) are discarded. Spears over 1/4 inch in diameter which exceed 7 1/2 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specifications will be placed in a straight fashion in field buckets and carried to trucks or trailers for emptying. Workers will be required to stay on their assigned row. All asparagus work will be paid hourly.

For hay and straw: Workers will move along rows of previously baled hay and straw, bending, stooping, and lifting 30 to 60 lb bales. Workers will load and stack bales onto a truck or trailer, move tractor or truck in the field incidental to loading. Workers may unload and restack for storage. All hay and straw work will be paid hourly.

For flowers: Workers will prepare soil, plant, & transplant flowers from greenhouse. Workers will trim plants using mowing and trimming equipment, hoe, load, and unload plants during shipping process.

Work is to be done in the fields for long periods of time. Workers are expected to perform duties including boxing, weighing, and loading of produce.

Work may include mechanized field work using power equipment. By way of example and nonlimited power equipment may include tractors, planters, sprayers, cultivators, and other farm 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 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 reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day working in the fields. Temperatures may range from mid 30's to in excess of 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Employer will provide transportation from living quarters to work site every day for workers who must be provided housing.

Employer will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

Full Crop Commitment: This is regular work seven hours per day, Monday – Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of the employment, he will not receive the ½ guarantees discussed below and will not receive certain transportation reimbursements discussed below.

Item 11 – Wage Rates, Special Pay Information and Deductions

The current Agricultural Online Wage Library rate for Farmworkers and Laborers, Crop, Nursery and Greenhouses for the Bristol area of \$9.02 per hour, the prevailing hourly rate, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers.

The employer agrees to guarantee all workers employed in the 2010 season a minimum of \$9.02 as established by the Dept of Labor. In the event the US Department of Labor (DOL) promulgates a new rate during the recruitment or work contract period that is lower than the current rate at the time of application, the employer will pay the newly established rate.

When picking is not available, other tasks related to the production of crops will be offered as stated in Item 10 above at the established pay rate of \$9.02 from DOL.

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 work day after worker's 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.

Worker will be paid 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 unless the employer has amended the 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 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 will be related to this crop and other tasks required in operating a farm. If the worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes (X) as applicable.

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 greenhouses and fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak times and special needs but not required. This requirement pertains to both alien and US workers as per instructions in the H-2A Program Information Booklet.

Item 12 - Transportation

The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than \$10.45 per day) from the place from which the worker, without intervening employment will come to work for the employer. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (an Act of God shall mean any frost, hail, stones, flood or natural calamity of such character as to make further fulfillment of this contract impossible), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same. All payment aforesaid shall be due on a day not later than the first day subsequent to the completion of the minimum employment period. In the 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 the place of employment to the port of entry, except when the worker is not returning to the port of entry 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 port of entry except when the worker is not returning to the port of entry, 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 from the place of employment to the port of entry. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

Other Conditions of Employment

Termination: - The employer may terminate the worker with notification to the employment service local office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs 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 US worker will be that after a three (3) day training period each worker possess the physical capabilities to work in produced crops.

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, & 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 Local 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 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.103.

Work Agreement: - The employer will provide a copy of the contract of Job Clearance Order to the worker no later than on 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. Add 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 8 workers.

Attachment 2

COMMUNITY SERVICES

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

SCOTT COUNTY HEALTH DEPARTMENT
GATE CITY, VA
TELEPHONE: 276-452-4201

SCOTT COUNTY DEPARTMENT OF SOCIAL SERVICES
GATE CITY, VA
TELEPHONE: 276-386-3631

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

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

EMERGENCY SERVICES

SCOTT COUNTY LIFE SAVING CREW
TELEPHONE: 276-386-3641

NICKELSVILLE VOLUNTEER FIRE DEPARTMENT
TELEPHONE: 276-479-2919

SHERIFF'S OFFICE
140 KANE STREET
GATE CITY, VA
TELEPHONE: 276-386-9111

BRISTOL REGIONAL MEDICAL CENTER
1 MEDICAL PARK BLVD
BRISTOL, TN
TELEPHONE: 423-844-2844

NICKELSVILLE MEDICAL CENTER
NICKELSVILLE, VA 24371
TELEPHONE: 276-467-2201

LEGAL ASSISTANCE

THE VA JUSTICE CENTER FOR FARM AND IMMIGRANT WORKERS
105 4TH STREET SE, SUITE A
CHARLOTTESVILLE, VA 22902
TELEPHONE: 1-800-763-7323

Virginia Employment Commission Bristol Local Office	Virginia Comision de Empleo La Oficina de Bristol
Summary of Employment Conditions Specified on the Job Order	Sumario de las Condiciones de Empleo Que Son Especificadas en el Orden de Trabajo
1. Order Number: 154653	1. Numero de el Orden: 154653
2. Name of Employer: Ricky Horton	2. Nombre del Empleador: Ricky Horton
3. Location of Employer & Directions: (See ETA 338)	3. Lugar y Direccion del Empleador: (Mira el papel ETA 338)
4. Period of Employment: From 04/12/2010 to 11/15/2010	4. Periodo de Empleo: Del 04/12/2010 to 11/15/2010
5. Work Schedule: Minimum of 7 hrs per Day, 5 days per week & 5 on Saturday	5. Horario de trabajado: Horas por dia 7 De dias por semana 5 y 5 horas Sabado
6. Work to be performed: Horticultural Hourly Wage: \$ 9.02 per hour	6. El trabajo: Horticola Sueldo por Hora: \$ 9.02 a hora
7. Transportation provided: From labor camp to work site & return: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7. Transportacion provista: del encampamento al la huerta y vuelta: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Housing & Accommodations: 8 Individual 0 Family	8. Vivenda Disponible para: 8 Individuos 0 familias
9. Meals Provided: No Workers may do their own cooking: Yes	9. Comidas provistas: No Los trabajadores tienen que cocinar sus Comidas: Si
10. Deductions: Type & Amount: Social Security: XXXX Income Taxes: XXXX Transportation: None Tools & Equipment: None Crewleader Charges: None	10. Deduccions: Clase & Cantidad Seguro Social XXXX Impuestos sobre ingresos: XXXX Transportacion: Nada Herramientas/maquinaria: Nada Cobrada por el contratista: Nada

<p>11. Notes to Workers: A copy of the full job order is available For inspection in this office.</p> <p>The employer has guaranteed your first week's wages unless he notifies this job service office of a later starting date by: <u>03/29/10</u></p> <p>In order for you to be eligible for this guarantee, you must contact the job service at: Virginia Employment Commission 192 Bristol Road Bristol, VA 24209 252-642-7350</p>	<p>11. Notas para los trabajadores: Una copia del orden completa esta disponible en la oficina par su inspeccion.</p> <p>El empleador ha 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 a trasda, y que tal notificacion sea a mas a tardar el <u>03/29/10</u></p> <p>Para que ud pueda tener a esta garantia de pago, tendra que ponerse en contacto con: Virginia Comision de Empleo 192 Bristol Road Bristol, VA 24209 276-642-7350</p>
<p>During the period of <u>03/29/10</u> to <u>04/05/10</u>, any job service will assist you in doing this.</p>	<p>Durante el periodo del <u>03/29/10</u> al <u>04/05/10</u>, cualquier oficina del servicio de empleos le asistira.</p>

WORK RULES

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

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgement of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Employer will test for drugs upon suspicion of use.
3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7AM. Three days' absence will constitute abandonment of employment and worker will be terminated.
4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.
5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.
6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.
7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.
9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.
10. Workers may not take unauthorized breaks from work.
11. Workers may not leave the field or other assigned work area without permission of employer or person in charge.
12. Workers may not enter employer's premises without authorization.
13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.
15. Workers may not deliberately restrict production, damage plants or bruise fruit.
16. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.
17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.
18. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.
19. Workers will be discharged if they steal from fellow workers or the employer.
20. Workers will not falsify identification, personnel, medical, production or other work-related records.
21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.
22. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
23. Workers must not misuse or remove from the farm premises without authorization any employer-owned property.
24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.
25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.
26. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

First offense: oral warning and correction

Second offense: written warning and unpaid leave for balance of pay

Third offense: immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

NORMAS DE TRABAJO

Aunque no es la intención de que esta sea una lista completa, estas normas de trabajo tienen la intención de servirles de guía a los trabajadores en cuanto a la conducta que se espera de ellos.

Se les notifica que cualquier violación de los requisitos legítimos relacionados al trabajo que tenga el patrón, incluyendo estas normas de trabajo, serán consideradas como motivo para despedir al trabajador inmediatamente, sanciones, tales como suspensión de oportunidades de trabajo por el resto del día o hasta tres días a la vez, pueden llevarse a cabo en el caso de violaciones menos graves.

Se espera que los trabajadores cumplan con todas las normas relacionadas a disciplina, asistencia al trabajo, calidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrón le provea.

1. Cualquier trabajador que haga mal trabajo podrá ser suspendido sin pago por el resto del día de trabajo o por hasta tres días según la decisión de su supervisor, dependiendo del grado de la infracción, antecedentes de trabajo del trabajador y otros factores pertinentes. Despedido del trabajador podría resultar de cualquier ofensa posterior.
2. No se permite ningún uso o posesión de cerveza, licor, o drogas ilegales durante el tiempo de trabajo o durante cualquier día de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no deben reportarse al trabajo mientras estén bajo la influencia de cerveza, licor o drogas ilegales. Los empleados pueden ser despedidos por uso excesivo de alcohol, embriaguez y/o conducta indisciplinada en la vivienda después de las horas de trabajo. Drogas ilegales no se pueden usar, vender, fabricar o guardar en ninguna propiedad del patrón, incluyendo las viviendas.
3. No se permitirán ausencias excesivas. Este es trabajo regular, de todos los días, en el cual se espera que todos los empleados estén presentes, capaces y dispuestos a trabajar todos los días de trabajo. Este no es trabajo esporádico ni "a jornal." Tardanzas excesivas o repetidas no serán permitidas. Cualquier ausencia del trabajo debe ser reportada antes de las 7 A.M. Tres días de ausencia significa abandono del empleo y el trabajador será terminado(perderá el empleo).
4. Los trabajadores deben mantener limpias y en buen estado las áreas de vivienda que se les provean, teniendo en cuenta lo que sea desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus áreas de vivienda en el mantenimiento de las áreas de cocina y vivienda. No se permiten animales(mascotas) de ninguna clase.
5. Todos los carteles requeridos por las leyes federales y estatales estarán fijados en cada vivienda. No se pueden quitar, desfigurar o modificar de ninguna manera. Los trabajadores que quieran copias se las pueden pedir al capataz(supervisor).
6. Todas las viviendas deben ser cerradas con llave cada mañana antes de ir al trabajo. Las luces y calefacción que no sean necesarias deben ser apagadas; las puertas y ventanas cerradas en caso de lluvia, y para preservar la calefacción.
7. Los trabajadores que vivan en viviendas con literas no las pueden desmontar ya que el espacio del piso es necesario para todos los ocupantes.
8. Los trabajadores que viven en las viviendas del patrón no pueden cocinar en los dormitorios o en cualquiera otra área que no sea la cocina. El patrón proveerá los aparatos y artículos para cocinar.
9. Los trabajadores no deben tirar papeles, latas, botellas ni otra basura en los campos, el área de trabajo, ni en el área de vivienda. Se deben usar los recipientes para basura y desperdicios.
10. Los trabajadores no deben tomar descansos no autorizados durante horas de trabajo.
11. Los trabajadores no deben salir del campo u otra área de trabajo asignada sin permiso del patrón o de la persona encargada.

12. Los trabajadores no deben entrar a la propiedad del patrón sin autorización.
13. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, ni continuar trabajando después de la hora de terminar.
14. Los trabajadores que viven en las viviendas del patrón no deben tener visita después de las 10:30 p.m. excepto los sábados por la noche cuando las horas de visita terminan a medianoche. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrón, debe dormir en los dormitorios.
15. Los trabajadores no deben limitar la producción a propósito, dañar la fruta excesivamente o intencionalmente.
16. Cualquier trabajador que amenace físicamente a otro trabajador, al patrón o al supervisor con cualquier herramienta o arma será despedido inmediatamente.
17. Cualquier trabajador que se descubra que lleve, use o tenga en su posesión cualquier arma peligrosa será despedido inmediatamente.
18. Los trabajadores podrán ser despedidos por cualquier pelea que tengan en la propiedad del patrón, incluyendo el área de vivienda, a cualquier hora.
19. Cualquier trabajador que le robe a otro trabajador o al patrón será despedido.
20. Los trabajadores no deben falsificar documentos de identificación, personal, médicos, de producción, ni otros documentos relacionados al trabajo.
21. Los trabajadores no deben intencionalmente abusar o destruir cualquier maquinaria, camión u otro vehículo, equipo, herramientas u otra propiedad del patrón o de otros empleados.
22. Los trabajadores no deben operar o usar camiones ni otros vehículos, maquinas, herramientas o otro equipo si no se les ha sido asignado específicamente por su supervisor. Los trabajadores no deben usar u operar camiones ni otros vehículos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente autorizados por el patrón.
23. Los trabajadores no deben maltratar ni remover del área de la finca, sin autorización de su supervisor, ninguna propiedad del patrón.
24. Los trabajadores deben obedecer todas las normas de seguridad y las practicas de seguridad comunes y deben reportar cualquier herida o accidente inmediatamente a su supervisor o a la oficina del patrón.
25. Los trabajadores deben obedecer las instrucciones del supervisor. Insubordinación es causa para el despido.
26. Los trabajadores que violen las normas de trabajo serán disciplinados de la siguiente manera:

Primera ofensa:	aviso oral y corrección
Segunda ofensa:	aviso por escrito y resto del día sin paga
Tercera ofensa:	despido inmediato con detalle de los hechos por escrito. Se le pedirá al trabajador que firme los hechos por escrito.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



Farm Labor Contractor Certificate of Registration

No. C-04-462374-L-10-R
Expires 12/31/2009

Name Labor Service International, LLC

I certify that the person named above is registered pursuant to the Migrant and Seasonal Agricultural Worker Protection Act and is authorized to perform the following activities covered by the Act: Recruit, solicit, furnish, hire and employ:

Transportation	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized
Housing	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized
Driving	<input type="checkbox"/>	Authorized	<input checked="" type="checkbox"/>	Not Authorized

Approved: Sharilyn Stoen

Date: 01/01/2009

(National Certification Program Manager)
151273

W01-511 (5/06)

Social Security Account No.

20-5462374

Social Security Employer ID No.

Perm. Home Address: 2840 Oxford Road

Henderson

NC

27535

(City or Town)

(State)

(ZIP Code)

Date of Birth

Height 5' 7"

Weight 135

(Month) (Day) (Year)

This Certificate is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulation issued thereunder, and on my application for registration. It may be revoked or suspended, its renewal denied, for noncompliance with the Act or regulation, including applicable requirements for transporting and housing migrant workers. Such noncompliance may constitute a criminal offense.

Charles V. Fright
(Signature of Holder) President

(Title)



February 17, 2010

Post Office Box 3228
Henderson, NC 27536

US Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
Federal Building
536 South Clark Street, 9th Floor
Chicago, IL 60605-1509

252.492.2543
cell 434.917.3294
fax 252.436.6006
etrujillo@nc.rr.com

To Whom It May Concern::

As agent for **Ricky Horton, Labor Services International, LLC (LSI)** is submitting the Application for Temporary Alien Agricultural Labor Certification with a date of need of April 12, 2010 for eight (8) workers.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Elaine H. Trujillo', is written over a horizontal line.

Elaine H. Trujillo
President
Labor Services International, LLC

Enclosure

EMPLOYER'S STATEMENT PURSUANT TO 20 CFR SECTION 655.101 (a)(2)

The undersigned employer, pursuant to 20 CFR Section 655.101 (a)(2), does hereby authorize Labor Services International, LLC (LSI) to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent, however, is specifically authorized to accept for interview workers being referred to the job or to make hiring commitments on my behalf. In addition, my agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As the employer, I assume full responsibility for the accuracy of the Application, for all representation made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.



Employer Signature

2-16-2010
Date

LSI does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. LSI is neither the employer nor a joint employer of the workers requested, and the individual employer above retains the full power to hire, pay, fire, supervise, and otherwise control the work of all workers requested through the Employment Service, except to the extent that LSI has been specifically authorized to make hiring commitments on behalf of the employer.



By LSI, Elaine H. Trujillo

2-16-2010
Date

APPLICATION FOR CONDITIONAL ENTRY

I, Ricky Horton, as the employer, agree to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

As a condition to placing my order into clearance, I, Ricky Horton, certify that 35 days prior to occupancy, my housing will meet standards of the US Department of Labor.

I also authorize representatives of the Virginia Employment Service, the Virginia Health Department and/or the US Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by April 12, 2010.

Ricky Horton
Ricky Horton, Owner

2-16-2010
Date

Elaine H. Taylor
Agent

2-16-2010
Date