VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 3/5/2009

Florida	X	North Carolina	X	Kentucky	X	Pennsylvania	X
Texas	X	South Carolina	X	West Va.	X	Maryland	X
Georgia	X	Puerto Rico	X	Delaware	X	Other	Alabama

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

SUBJECT: Request for Extension of Clearance Order No. 126223

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 3/5/2009 for 13 (No. of Openings), FARMWORKER, FIELD CROPS 45-2092-02 (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 09051-18157
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

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)
Nombre y Direccion del Empleador (Número, calle, ciudad, código postal y teléfono)

Virginia Agricultural Growers Assn. Inc.
5057 Halifax Road, P. O. Box 857
South Boston, Va. 24592 (434-572-6871)
See addendum for VAGA Grower Member Names & Addresses

Industry Code / Código de Industria: 0161

Job Order # / No. Orden de Empleo: 136225

Occupational Title and Code / Título Ocupacional y Código: farmworker 45-2092-02

Clearance Order Issue Date / Fecha de Tramite: 3/5/09

2. Location and Direction to Work Site / Dirección del lugar de trabajo

Various locations in Virginia, USA

See addendum for addresses of each farm

(see attachment / para más detalles vea ____)

Job Order Expiration Date / Fecha de expiración: 05-08-2009

6. Anticipated Period of Employment / Período Anticipado de Empleo
From/ Desde: 04-08-09 To/ Hasta 12-05-09

7. No. of Worker's Requested / No. de Trabajadores Pedidos
13

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

See copies of 338's for description of housing at each farm location.

Also see attachment 1, Item 3

(see attachment / para más detalles vea 1)

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena

Sunday / Domingo	0	Wednesday / Miercoles	7
Monday / Lunes	7	Thursday / Jueves	7
Tuesday / Martes	7	Friday / Viernes	7
		Saturday / Sabado	5 (Att #1)
		Total:	40

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:
Employer / El Empleador Yes ☐ No ☒
Local Office/Oficina Local Yes ☐ No ☒

4. Board Arrangements / Arreglo de Alojamiento

(Also see attach. 1, Item 4)
Workers will purchase and prepare own meals. Time for lunch to be designated by employer. Employer will provide free transportation to and from a store once a week for supplies.
(see attachment / para más detalles vea ____)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos

Interviews will be conducted by the Employer's agent during the hours of 9:30 A.M. to 3:30 P.M. monday through Thursday and 9:30A.M. to 11:30 A.M. on Friday. Employer's agent will interview the person during the above mentioned hours if necessary. (Also see attachment 1, Item 5)
(see attachment / para más detalles vea ____)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]

Plant, cultivate & harvest cabbage & other produce

Also see attachment 1, Item 10 for additional information

(see attachment / para más detalles vea 1)

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]

Plantar, cultivar y cosechar col y otros productos agricolas.

(see attachment / para más detalles vea 1)

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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciónes	YES SI	NO	Pay Period Periodo de Pago
Cabbage and	$ ~~7.25~~	$ 7.90/hr		Social	X		Weekly / Semanal
other produce	$ (See Attach	$		Federal Tax Impuestos Federales	X		X
	$ # 1, Item 11)	$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem.
	$	$		Meals (comidas)		X	
	$	$		Other (specify)/ Otro		X	Other / Otro

More Details About thePay/Más Detalles Sobre el Pago

(see attachment / para más detalles vea 1)

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

(see attachment / para más detalles vea 1)

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 Agícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si ☐ No ☒ If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista 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 / Ninguno

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 / Ninguno

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)	20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono)
P.O. Box 438 South Boston, Va. 24592 (434-572-8674)	Lafe J. Lindsey (434-791-5291)

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. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.

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

Eloise A. Wilder Executive Secretary

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation 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).

ITEM 3 Housing is provided at no cost to workers only who are not reasonably able to return the same day to their place of residence at time of recruitment.

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

ITEM 4 In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from a store at least once a week for supplies. (For workers whom housing must be provided.)

ITEM 5 Interviews will be conducted by the Employer's Agent during the hours of 9:30 A.M. to 3:30 P.M., Monday through Thursday and 9:30 A.M. to 11:30 A.M. on Friday. Employer's Agent will interview the person during the above mentioned hours if necessary.

Virginia Employment Commission
P.O. Box 483
South Boston, Va. 24592
Telephone: 434-572-8674

VAGA agrees to interview all U. S. workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

(1) Availability for entire season

(2) Have transportation to job site and

(3) Who have been fully apprised by the local employment office of the terms, conditions and nature of employment

(4) VAGA also agrees to interview applicants who apply directly.

ITEM 8 7 hours per day is a normal work day. The worker may be requested to work 12 hours per day and/or on the Sabbath, depending on the condition in the fields, weather, and maturity of the crops.

ITEM 10

Plant, cultivate and harvest cabbage and other produce.

Workers will help pull cabbage plants from cabbage bed, set plants by placing plants by hand into rotating wheel, while riding transplanter towed by tractor through field. Workers will help to replant as well as cultivate the crop.

When harvesting, workers will cut selected heads of cabbage and place in trailer drawn through field. With knife in hand, worker slightly bends cabbage head away from stalk, leaving 3 or 4 outer leaves around cabbage head for protection.

Care must be taken not to jam knife into ground while cutting. Considerable bending is required to cut cabbage Workers are also expected to perform task of packing, weighing, and loading trucks.

In addition to transplanting and harvesting cabbage, the worker may be required to perform variable tasks related to cabbage such as the following: Irrigation, ditching hoeing, shoveling, loading, unloading, hauling, etc. Packaged cabbage may weigh from 50 to 60 pounds and may be lifted to a height of five (5) feet. Workers are exposed to wet weather early in the morning and through the heat of the day, working in fields. Temperatures may range from 40F to 95F. Workers may be required to work during occasional showers not severe enough to stop field operations. Employers will provide workers, without cost to them, with appropriate rain gear.

Pumpkins, peppers, tomatoes, broccoli sweet corn, etc, will require the activities of planting, cultivating and harvesting. These activities will run concurrently with the duties listed under cabbage and is a minor part of the total percentage of hours worked. All pay is per hour.

Workers should be able to work on their feet in bent position 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 or without reasonable accommodations. Persons seeking employment in these crops should be available for the entire period requested by the grower.

ITEM 10 (cont)

Employer assures that workers will be provided transportation from living quarters to work site every day. (For workers who must be provided housing.)

Employer will accept any capable U.S. worker or workers who are capable of performing the work. Employer is willing to train worker for a period not to exceed three (3) days.

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA.

The employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary in these crops. After the 3 day training period, all workers must perform at the same level of production as other workers performing same task. (See also, Attachment 2, General Conditions).

ITEM 10A

Plantar, cultivar y cosechar col y otros productos agrícolas.

Los trabajadores ayudarán a sacar plantas de col de los senbraderos colocarán las plantas a mano en una rueda giratoria, mientras el transplantador es tirado por un tractor a travéz del campo. Los trabajadores ayudarán a replantar asi como cultivar la cosecha.

Al cosechar, los trabajadores cortarán las cabezas de la col seleccionadas y la colocarán en un remolque que recorrerá el campo. Con el cuchillo en la mano, el trabajador dobla ligeramente la cabeza de la col separandola del tallo, dejando de 3 a 4 hojas externas alrededor de la cabeza de la col como protección.

Deberán de tener cuidado de no enterrar el cuchillo en la tierra durante el corte. Se requiere agacharse continuamente para cortar la col. Se espera que los trabajadores también realicen las actividades de empaquetar, pesar, y cargar en los camiones.

Además de trasplantar y de cosechar la col, el trabajador puede ser requerido a realizar actividades diversas relacionadas con la col tales como: Irrigación, hacer zanjas, guataquear , palear, cargar, descargar, acarrear, etc. La col empaquetada puede pesar de 50 a 60 libras y podrá ser levantada a una altura de cinco (5) pies. Los trabajadores estarán expuestos temperaturas húmedas temprano por la mañana y al calor del día, trabajando en los campos. Las temperaturas pueden variar de 40F a 95F. Los trabajadores pueden ser requeridos para trabajar durante lluvias ocasionales no tan fuertes como para detener las operaciones en campo. Los patrones les proporcionarán a los trabajadores, sin costo para ellos, el equipo apropiado para trabajar bajo la lluvia.

Calabazas, ajies,tomates, brócoli, maíz, etc., requerirán de las actividades de plantar, cultivar y cosechar. Estas actividades se harán conjuntamente con los tareas de la col y son una parte menor del porcentaje total de las horas trabajadas. Toda la paga es por hora.

Los trabajadores deben poder trabajar de pie y en posición inclinada por períodos largos de tiempo. Las alérgias a ragweed, goldenrod, roceador de insecticidas, y otros productos químicos, etc., pueden afectar la habilidad de los trabajadores para realizar el trabajo. Los trabajadores deben poder físicamente hacer el trabajo requerido con o sin las facilidades suficientes. Las personas que buscan el empleo en estas cosechas deben estar disponibles para el período entero requerido por el empleador

ITEM 10A (Cont)

El patrón asegura que proporcionara transportación a los trabajadores desde la vivienda hasta el sitio de trabajo todos los días. (Para los trabajadores a quien se le debe proporcionar vivienda).

El patrón aceptara cualquier trabajador o trabajadores estadounidenses capaces de realizar el trabajo. El Patrón está dispuesto a adiestrar al trabajador por un periodo que no exceda 3 días.

Los trabajadores deben poseer los documentos requeridos para que el Patrón pueda cumplir con los requisitos de verificación de empleo of IRCA.

El Patrón mantiene el derecho de despedir a un trabajador que obviamente sea incompetente, que finja estar enfermo o que sea un trabajador recalcitrante que esté físicamente capacitado pero que no demuestre el deseo de llevar a cabo el trabajo necesario en estas cosechas. Después del periodo de adiestramiento, todos los trabajadores deben realizar su trabajo al mismo nivel de producción que los otros trabajadores que hacen la misma tarea. (Vea también el anexo 2, de las Condiciones Generales).

ITEM 11 $7.40

For each pay period, all workers hired under this job offer will be paid at the rate of ~~$7.25~~ per hour. If the Department of Labor promulgates a new pay rate during the 2009 season, we offer to pay the rate in place at the time the work is performed.

The employer guarantees to offer the workers employment for at least 3/4 of the work days of the total period during which the work order and all extensions thereof in effect, beginning with the first work day after the arrival of the workers at the place of employment and ending on the termination date specified in the work order or its extensions, if any. If the employer offers the worker during such period less employment than required under this provision, the worker shall be paid the amount which he/she would have earned had he/she, in fact, worked for the guaranteed number of days. Employee will perform other duties related to this/these crop activities and other task required in operating a farm.

Workers are paid once a week. Employer agrees to keep and maintain adequate and accurate payroll records.

If, before the expiration date specified in the work order, the service of the workers is no longer required for reasons beyond the control of the employer due to fire, or other Act of God, such as frost, flood, drought, hail, etc., which makes the fulfillment of the contract impossible, and the RA so certified, the employer may terminate the work order. In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, the worker will be returned to the place from which the worker, without intervening employment, came to work for the employer at the expense of the employer.

Employer will provide without charge, including deposit charge, all tools, supplies and equipment necessary to perform duties assigned.

In the event that a female is employed and there are no accommodations on the farm for females, then motel accommodations or the equivalent will be provided to workers to whom we must provide housing. The employer will arrange for transportation from living quarters to the worksite each day. Accommodations will include cooking facilities.

If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker.

ITEM 11 (cont) The employer will make the following deductions from the individual worker:
a.) FICA & Federal Income Tax

Workers will be responsible for making payment to employer for the following:
b.) Those for advances against wages
c.) Overpayment of wages
d.) Any loss to employer due to the worker's negligence or willful damage to tools, housing facilities and equipment.

Employer will provide workers compensation at no cost to workers covering injury and disease arising out of and in the course of workers employment. Proof of Workers' Compensation Ins will be provided to Regional Administrator prior to certification.

ITEM 12 Reimbursement for transportation and daily subsistence of $9.90 per day, or rate applicable at time of travel, from place of recruitment to job site will be made under the following conditions to workers for whom the employer is legally obligated to supply housing.

a) Upon completion of 50% of the job contract period or sooner. In this case, the payment shall be due on a day no later than the first working day subsequent to the completion of the minimum employment period. The amount of transportation payment will be equal to the most economical and reasonable common carrier transportation charges for the distance involved.

b) When the services of the worker is no longer required for reasons beyond the control of the employer due to fire, or other acts of God, such as frost, flood drought, hail, etc., which makes fulfillment of the work period impossible and RA so certifies.

c) When the worker cannot complete the work period due to sickness related to this/these crop activities and is so certified by a doctor selected by the employer.

Upon completion of the job contract period, the employer reserves the right to charter or otherwise arrange to provide for return transportation at the employer's election.

If the worker voluntarily abandons employment before the end of the work period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing subsequent transportation and subsistence expenses.

Attachment 2
ETA 790

GENERAL CONDITIONS

All the tasks in this Job Offer constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer.

The worker understands that if he quits or is terminated for cause prior to the end of the Period of Employment, he/she will not receive the three-fourths guarantee discussed under Item 9, will not receive certain transportation reimbursements discussed under Item 17 and may not be eligible for rehire in future years.

All guarantees shall also be void from the beginning if the worker voluntarily abandons the employment or if the worker is terminated for a lawful job-related reason.

Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: (a) abandons the employment; three consecutive workdays of unexcused absences shall be an abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violation(s) of the Employer's work rule(s); the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of General Rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reason(s) for termination of employment. (f) This work agreement shall also be terminated by fire, hurricane, frost, flood, drought, hail, other act(s) of God or other calamity or reason beyond Employer's control that makes fulfillment of this Work Agreement impossible. "Reason beyond Employer's control" includes termination of worker, if he/she is not a U. S. worker because a U. S. worker makes himself available for the job under DOL's 50% rule.

The worker will be assigned to be employed under the terms of this agreement at the farming operation of one or more grower members of the Association. The worker will be informed of the name and address of the first Grower Member on or before the first day of his period of employment hereunder. Worker will be advised of the name and address of any subsequent grower member(s) by whom he/she is employed at the time of such transfer(s).

A copy of an Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

I request access to the Conditional Clearance System for temporary Agricultural Housing. Such Housing will comply with the full set of U.S. Department of Labor guidelines or Occupational Safety and Health Administration by March 8, 2009 (30 calendar days) prior to my date of need.

Eloise A. Wilder

This is to certify that Virginia Agricultural Growers Association, Inc., is filing this Job Order as Joint Employer for the Grower Members of VAGA whose names are attached.

The Employer(s) agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.

Eloise A. Wilder

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 terminating worker's employment. Penalties such as suspension from work opportunity for the remainder of a day or for up to three days at a time 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 judgment 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. Such bad work includes (but is not limited to) pulling green tobacco leaves, handling leaves so roughly as to damage them, failing to pick up good leaves that may have fallen to the ground.

2. No use or possession of beer, liquor or unlawful 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. Illegal drugs may not be used or kept on any employer premises, including housing.

3. Excessive absences will not be permitted. This is regular work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work."

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas.

5. 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.

6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas.

7. Workers may not drop paper, cans, bottles and other trash in fields or packing house area. Trash and waste receptacles must be used.

8. Workers may not take unauthorized breaks from work.

9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.

10. Workers may not enter employer's premises without authorization.

11. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

12. 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. The employer reserves the right to exclude any person(s) from visiting housing premises. No persons, other than workers assigned by employer to a room, may sleep in any room.

13. Workers may not deliberately restrict production.

14. Any worker who physically threatens another worker, the farmer or any supervisor with any tool or weapon will be subject to immediate discharge.

15. Workers may be discharged for fighting on the employer's premises, including housing premises, at any time.

16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.

17. Workers will be discharged if they steal from fellow workers or from the employer.

18. Workers may not falsify indentification, personnel, medical, production or other work-related records.

19. 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.

20. 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.

21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerator, tools, etc.

22. Workers must obey all safety rules and common safety practices and must report any injuries or accident promptly to their supervisor or the employer's office.

NORMAS DE TRABAJO

Aunque no es nuestra intencion de que sea una lista completa, estas normas de trabajo tienen la intencion de servirle de guia a los trabajadores en cuanto a la conducta que se espera de ellos.

Con esto se notifica que violacion de los requisitos legitimos relacionados al trabajo que tenga el patrono,incluyendo estas normas de trabajo, sera considerado como motivo para despedir al trabajador. Penalidades, tales como suspension de oportunidades de trabajo para el resto del dia o hasta tres dias 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, cualidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrono le provea.

1. Cualquier trabajador que haga mal trabajo podra ser suspendido sin paga por el resto de un dfa de trabajo o por hasta tres dias segun la decision de su supervisor, dependiendo del grado de la infraccion, los antecedentes de trabajo del trabajador y otros factores pertinentes. El trabajador puede ser despedido si comete culquier otra ofensa. Mal trabajo incluye (pero no esta limitado a) la recogida de hojas de tabaco verdes, el manejo tosco de hojas que les cause dano, el dejar de recoger hojas buenas que hayan caido al suelo.

2. No se permite el uso o posesion de cerveza, licor ni drogas ilegales durante el tiempo de trabajo ni durante el dia de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no pueden reportarse a trabajar mientras esten bajo la influencia de cerveza, licor or drogas ilegales. No se pueden usar ni tener drogas ilegales en la propiedad del patrono, incluyendo las viviendas.

3. No se permitiran ausencias excesivas. Este es trabajo regular, de todos los dias en el cual se espera que todos los empleados esten presentes, y capaces y dispuestos a trabajar todos los dias de trabajo. Este no es trabajo esporadico ni trabajo de dia.

4. Los trabajadores deben mantener limpias y en buen estado las areas de vivienda que se les provean, dado a desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus areas de vivienda en el mantenimiento de las areas de cocina y vivienda.

5. Los trabajadores que viven en las viviendas del patrono que tengan asignadas camas literas, no pueden separar las camas literas, ya que todos los ocupantes necesitan el espacio en los dormitorios.

6. Los trabajadores que viven en las viviendas del patrono no pueden cocinar en los dormitorios ni en ninguna otra area que no sea de cocina.

7. Los trabajadores no deben arrojar papeles, botes, botellas y otros objetos eu los campos o en las empacadoras. Basura y desperdicio deben de ponerse en los botes de basura.

8. Los trabajadores no pueden tomar recesos no autorizados durante horas de trabajo.

9. Los trabajadores no deben salir del campo u otra area de trabajo asignada sin permiso del hacendado o de la persona encargada.

10. Los trabajadores no pueden entrar a la propiedad del patrono sin autorizacion.

11. Los trabajadores no pueden comenzar a trabajar antes de la hora asignada, ni continuar trabajando despues de la hora de terminar.

12. Los trabajadores que vivan en las viviendas del patrono no pueden tener visita despues de las 10:30 p.m. excepto los sabados por la noche cuando las horas de visita terminan a medianoche. El patrono reserva el derecho de excluir a caulquier persona(s) de visitar las viviendas. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrono, puede dormir en los dormitorios.

13. Los trabajadores no pueden eliberadamente limitar produccion.

14. Cuaquier trabajador que amenaze fisicamente a otro trabajador, al hacendado o a cualllquier supervisor con alguna herramienta o arma sera despedido inmediatamente.

15. Los trabajadores podran ser despedidos por cualquier pelea que tengan en la propiedad del patrono, incluyendo el area de vivienda.

16. Los trabajadores no pueden poner ni remover avisos, letreros, ni otras instrucciones de los tablones de anuncios del patrono o de la propiedad del patrono sin autorizacion especifica del patrono.

17. Cualquier trabajador que le robe a otro trabajador o al patrono sera despedido.

18. Los trabajadores no pueden falsificar documentos de identificacion, personal, medicos, de produccion, ni otros documentos relacionados al trabajo.

19. Los trabajadores no pueden intencionallmente abusar o destruir ninguna Maquinaria, camion u otro vehiculo, equipo, herramientas u otra propiedad del patrono o de otros empleados.

20. Los trabajadores no pueden operar o usar camiones ni otros vehiculos, maquinas, herramientas ni otro equipo si no se le ha asignado especificamente por su supervisor. Los trabajadores no pueden usar o operar camiones ni otros vehiculos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente authorizadosr por el patrono.

21. Los trabajadores no pueden maltratar ni remover del area de la finca sin autorizacion de su supervisor, ninguna propiedad del patrono como camiones y otros vehiculos, camas, neveras, herramientas, etc.

22. Los trabajadores deben obedecer todas las normas de seguridad y las practicas de seguridad comunes y deben reportar caulquier herida o accidente inmediatamente a su supervisor o a la oficina del patrono.

State Agency Virginia Employment Commission | Agencia Estatal Oficina de Empleo en Virginia

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER	SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO
1. Order Number: 126223	1. Numero de la Orden: 12623
2. Name of Employer: See ES 338's & Va. Agricultural Growers Assn.	2. Nombre del Empleado: Va. Agricultural Growers Assn.
3. Location of Employer and Directions: Rt 501 E Centerville (State Police Bldg) Halifax County, Va. (Also see ES 338's) VARIOUS SITES IN SOUTHWEST VA	3. Lugar y Direccion del Empleador:
4. Period of Employment From 04-08-09 to 12-05-09	4. Periodo de Empleo: Del 04-08-09 Al 12-05-09
5. Work Schedule Hours per day 7 Days per week 5-6	5. Horario del Trabajo: Horas por dia 7 Numero de dias por semana 5-6

6. Crop and Pay:

Crop	Hourly Wage	Unit of Production	Piece Rate	Estimated Hourly Wage
Cabbage/ Pumpkins	~~$7.25~~	740/hr		

6. Cosecha y Pago:

Cosecha	Sueldo por Hora	Unidad de Produccion	Pago por Unidad	Calculo Anticipado del Sueldo por Hora
Colifor/ Calabaza	~~$7.25~~	740/hr		

Bonus: NA

Pago Adicional: NA

7. Work tasks to be performed

Regular: Plant, cultivate and harvest cabbage and other produce.

Alternate tasks to be performed in case of crop delay in General Agricultural Work

7. Labores a desempenar en el trabajo:

Normals: Plantar colifor-Cortar la colifar con cuchillo y colocar on vagon. En paguetar Pescar Cargar Camion

AGENCY AND INDEMNITY AGREEMENT

This Agreement entered into by and between the Virginia Agricultural Growers Association, Inc., a trade association for agricultural producers in the Commonwealth of Virginia (the "Association") and Charlie Ray Banks, an agricultural producer(s) in the Commonwealth of Virginia who is a member of the Association ("Member"). WHEREAS, the Association is qualified and capable of rendering services necessary to obtain domestic and/or supplementary foreign workers under the labor certification process for temporary agricultural employment in the United States(H-2A workers) to meet the seasonable labor requirements of its Member; and WHEREAS, the Member desires to avail himself of the services of the Association in securing domestic and/or supplementary foreign workers to meet the Member's seasonable labor requirements, NOW THEREFORE, in consideration of the payment by the Member of the established dues, admission fees and other assessments and such costs as are charged from time to time for providing the services requested by the member, and for other good and sufficient consideration, including the mutual promises contained in the Association by laws and this Agreement , the parties hereto agree as follows.

The Association's Obligations The Association will take necessary steps to prepare and process forms and documents required pursuant to applicable laws and regulations of the United States Department of Labor and the United States Immigration and Naturalization Service to obtain U.S. workers and/or supplementary farm labor from the Republic of Mexico under the labor certification process for temporary agricultural employment in the United States(H-2A Workers).The Association, on behalf of its Member, will undertake recruitment (including interviewing, hiring and assigning workers),through such policies, procedures, and schedules as it may establish, for the purpose of recruiting the required number of supplementary farm laborers from domestic sources and/or temporary agricultural employees from the Republic of Mexico under the labor certification process for the temporary employment of aliens in the United States from the Republic of Mexico. The Association will maintain, either directly or through its designated representatives, all contacts with the Virginia Employment Commission, the United States Department of Labor, and the United States Immigration and Naturalization service necessary to effectuate the purpose of this Agreement.

The Member's Obligations The Member agrees to comply timely with all reasonable policies, procedures, and schedules established by the Association which it considers essential for the proper operation of the program to obtain domestic farm workers and/or supplementary farm labor from the Republic of Mexico under the labor certification process for temporary agricultural employment in the United States. The Member agrees to comply with all of the terms and conditions of employment made by the Association on the Member's behalf in the Agricultural and Food Processing Clearance Order, ETA form 790, and Application for Alien Employment Certification, ETA Form 750 ("Job Order") and with each term of the agricultural work agreement entered into by the Association on behalf of its Member with both U.S. and H2A workers describing all the material terms and conditions of employment including those relating to wages, working conditions and other benefits. The Member agrees to familiarize himself with the terms and conditions of employment in the job order and the agricultural work agreement and to comply with all obligations imposed on the member as an employer of U.S. and/or H2-A migrant and/or seasonal agricultural labor found in applicable law, including Title 20 of the Code of Federal Regulations, Parts 653 and 655(20 C. F. R. 653,655);In particular, but not limiting the agreement to meet fully and timely all of the obligations found in the job order, in the agricultural work agreement, and in 20C.F.R. 653,655 the members agrees a)to pay the worker's required wages and benefits, b)to make those deductions from the worker's paychecks which are required and only those deductions allowed by law, c)to provide housing as required which meets all applicable standards, d)to reimburse timely required transportation and associated daily subsistence costs, e)to provide written statements of the worker's total earnings, hourly rate and/or piece rate of pay, the hours of employment which had been offered to the worker, the hours actually worked by the worker, an itemization of all deductions made from the worker's wages and, if piece rates are used, the units produced daily and f) to terminate the worker only for lawful job related reasons. The Member agrees to pay timely any judgment or penalty entered against Member and to indemnify and hold harmless the Association and any of its other members for judgments entered against it or them arising out of the Member's violation of his obligations under applicable law (including 20 C.F.R. Parts 653 and 655), the job order or the agricultural work agreement and any attorney's fees and costs incurred by the Association or other members in defending against such claim. Member acknowledges that the laws and regulations governing the employment of migrant and seasonal farm labor and supplementary foreign agricultural workers are subject to disputed interpretations. Therefore, the Member agrees that in matters in which a claim is made or litigation is instituted against the Association (either individually or jointly with the Member) arising out of an allegation that the Member has violated the terms of the applicable laws, regulations, job order or agricultural work agreement, the Associations Board of Directors may exercise its discretion a) to settle such matters on behalf of itself and the Member on terms it deems appropriate, b) to litigate such matters, and c) to determine whether such settlements, judgments, penalties, costs and attorney's fees will be borne by the Member out of whose alleged action or inaction the claim was asserted or, what amount, if any, will be borne by the Association and/or shared among its Members. The terms of this Paragraph survive any future separation from membership in the Association. The Member agrees to pay the Association any assessment made by it as the Member's share of legal and any other expense or liability incurred by the Association in defending, prosecuting or settling any claim, litigation, or administrative complaint, whether or not arising out of claims against the Member or arising out of the fault of the Member, in accordance with a formula approved by the Board of Directors of the Association.

IN WITNESS WHEREOF, the parties have signed this Agreement under seal this 20 **day of** Jan, 09.

MEMBER:

Charlie Ray Banks (SEAL)

VIRGINIA AGRICULTURAL GROWERS ASSN, INC.

By: Elaine A Welch (SEAL)

AGENCY AND INDEMNITY AGREEMENT

This Agreement entered into by and between the Virginia Agricultural Growers Association, Inc., a trade association for agricultural producers in the Commonwealth of Virginia (the "Association") and James Light, an agricultural producer(s) in the Commonwealth of Virginia who is a member of the Association ("Member"). WHEREAS, the Association is qualified and capable of rendering services necessary to obtain domestic and/or supplementary foreign workers under the labor certification process for temporary agricultural employment in the United States(H-2A workers) to meet the seasonable labor requirements of its Member; and WHEREAS, the Member desires to avail himself of the services of the Association in securing domestic and/or supplementary foreign workers to meet the Member's seasonable labor requirements, NOW THEREFORE, in consideration of the payment by the Member of the established dues, admission fees and other assessments and such costs as are charged from time to time for providing the services requested by the member, and for other good and sufficient consideration, including the mutual promises contained in the Association by laws and this Agreement , the parties hereto agree as follows.

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IN WITNESS WHEREOF, the parties have signed this Agreement under seal this 17 **day of** Feb, 2009.

MEMBER:

James Light (SEAL)

VIRGINIA AGRICULTURAL GROWERS ASSN, INC.

By: Elaine A Wilder (SEAL)

AGENCY AND INDEMNITY AGREEMENT

This Agreement entered into by and between the Virginia Agricultural Growers Association, Inc., a trade association for agricultural producers in the Commonwealth of Virginia (the "Association") and Elden Painter, an agricultural producer(s) in the Commonwealth of Virginia who is a member of the Association ("Member"). WHEREAS, the Association is qualified and capable of rendering services necessary to obtain domestic and/or supplementary foreign workers under the labor certification process for temporary agricultural employment in the United States(H-2A workers) to meet the seasonable labor requirements of its Member; and WHEREAS, the Member desires to avail himself of the services of the Association in securing domestic and/or supplementary foreign workers to meet the Member's seasonable labor requirements, NOW THEREFORE, in consideration of the payment by the Member of the established dues, admission fees and other assessments and such costs as are charged from time to time for providing the services requested by the member, and for other good and sufficient consideration, including the mutual promises contained in the Association by laws and this Agreement , the parties hereto agree as follows.

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IN WITNESS WHEREOF, the parties have signed this Agreement under seal this 3 **day of** Feb, 09.

MEMBER:

Elden Painter (SEAL)

VIRGINIA AGRICULTURAL GROWERS ASSN, INC.

By: Elaine L Wilson (SEAL)

COMMUNITY SERVICES

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

CARROLL COUNTY HEALTH DEPARTMENT
605-15 PINE STREET
HILLSVILLE, VA 24343
276-728-2166

CARROLL COUNTY SOCIAL SERVICES
605 PINE STREET
HILLSVILLE, VA 24343
276-728-9186

HOTLINE AND CRISIS
C.D.C. NATIONAL AIDS HOTLINE
TOLL FREE (24 HOURS) 1-800-342-2437
SIDA (IN SPANISH) 1-800-344-7432

EMERGENCY SERVICE

CARROLL COUNTY FIRE DEPARTMENT
9-1-1
ALL OTHER PURPOSES
276-728-4146

CARROLL COUNTY RESCUE SQUAD
9-1-1
ALL OTHER PURPOSES
276-728-4146

SHERIFF'S OFFICE

9-1-1
ALL OTHER PURPOSES
276-728-4146

HOSPITAL

TRI-AREA HEALTH CLINIC
276-398-2298

FAMILY HEALTH CENTER
702 PINE STREET
HILLSVILLE, VA 24343
276-728-2401