

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 2/19/2010

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. 154605

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 2/19/2010 for 7, 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)</p> <p>Merryvale Farms, Inc. P.O. Box 110/15873 General Puller Hwy. Hardyville, VA 23070 Ph: (804) 776-7554</p> <p>c/o ILMC, Labor Consultant 234 Cameron Ave. P.O. Box 630 Vasa, NC 28394 Ph: (910) 245-4808 Fx: (910) 245-3857</p>	<p>Industry Code / Código de Industria</p> <p>Job Order # / No. Orden de Empleo 157605</p>																
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo</p> <p>15873 General Puller Highway 14975 General Puller Highway Middlesex County in the state of Virginia</p> <p>(see attachment / para más detalles vea)</p>	<p>Occupational Title and Code / Título Ocupacional y Código 45-2092.02 Farmworkers and Laborers, Crop</p> <p>Clearance Order Issue Date / Fecha de Tramite: 2/19/10</p> <p>Job Order Expiration Date / Fecha de expiración: 4/21/10</p>																
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Woodframe Capacity: 10 15873 General Puller Highway, Hardyville, VA</p> <p>(see attachment / para más detalles vea)</p>	<p>8. Anticipated Period of Employment / Período Anticipado de Empleo</p> <p>From/Desde: 3/22/10 To/Hasta: 11/01/10</p> <p>7. No. of Worker's Requested / No. de Trabajadores Pedidos 7</p>																
<p>4. Board Arrangements / Arreglo de Alojamiento</p> <p>Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing is not provided to non-workers. SEE ETA 790 ATTACHMENTS FOR FULL BOARDING ARRANGEMENTS</p>	<p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana</p> <table border="1"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> <td>7</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td>5</td> </tr> </table> <p>9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar:</p> <p>Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Local Office / Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	Sunday / Domingo	0	Wednesday / Miércoles	7	Monday / Lunes	7	Thursday / Jueves	7	Tuesday / Martes	7	Friday / Viernes	7			Saturday / Sábado	5
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Tuesday / Martes	7	Friday / Viernes	7														
		Saturday / Sábado	5														
<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos</p> <p>All local applicants and intrastate (in state) are to apply directly to employer Monday thru Thursday between the hours of 9:00 am and 4:00 pm and Fridays between 9:00 am and 11:00 am. All interstate (out of state) applicants may apply at any State Workforce Agency (SWA) office or by contacting employer directly. SEE ETA 790 ATTACHMENTS FOR FULL REFERRAL INSTRUCTIONS</p> <p>(see attachment / para más detalles vea)</p>	<p>10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box)</p> <p>Tomatoes: Workers will help in installing plastic and drip irrigation tubing of raised beds in tomato rows in field. Workers will cover edges of plastic with soil using long handled anvils being careful not to tear or puncture plastic. Workers will not be expected to operate equipment used in the application of the plastic row covers. Workers will plant, weed, drive stakes and apply string every two plants, prune all suckers to the first main fork on the tomato plant being careful not to break leaves or injure the stem of the plant. At harvest time workers will pick mature green tomatoes from vine, remove stems and place in a standard 5/8-bushel plastic picking bucket. Eggplant, Peppers and Sweet Potatoes: Workers will plant, cultivate, and harvest vegetables. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities for some plants may include staking, tying, transplanting and pruning. Watermelon and Cantaloupe: Workers will be expected to punch and make holes to prepare the black plastic for planting plugs. Workers must be careful not to damage the tender young plugs. Workers will be expected to perform routine maintenance activities including pulling weeds and cleaning drip irrigation equipment. At harvest, workers will be expected to select the melons based on the standard disclosed to the worker by the supervisor. Workers will walk along rows and cut melons according to size, color, shape and degree of maturity using a knife. Also, the workers will be expected to grade, sort, and place in shipping containers. After harvest is completed workers will be required to remove mature melon vines from the plastic as well as preparing the plastic for the next planting cycle, if applicable. May also be required to remove old or damaged plastic and irrigation drip tape along with any other trash, rocks or debris from the planting areas. Workers will assist in preparation of field area prior to installation of new plastic and drip tape. Pumpkins: Workers will walk along rows and cut melons and pumpkins according to size, color, shape and degree of maturity using a knife. Strawberries: Workers will help install black plastic and drip irrigation on rows in field being careful to cover all exposed edges of plastic cover with soil and be careful not to tear or punch holes in plastic. Workers may be asked to utilize implements associated with the installation of the plastic row covers incidental to performing required tasks on the ground. Workers will plant strawberry plants in pre-punched holes on the plastic covered rows being careful to place the strawberry plants at the same depth in the soil as they grew in the nursery. Able to work in cold, wet, hot, humid weather, and able to stand on feet for long periods of time. Physically able to lift 0-75 lbs. on a consistent basis throughout each work day. Workers are subject to random drug testing. SEE ETA 790 FOR FULL JOB DESCRIPTION</p> <p>(see attachment / para más detalles vea)</p>																
<p>10a. Descripción del Trabajo (Summary of Material Job Specifications in SPANISH must be included inside this box)</p> <p>Tomates: Los trabajadores ayudarán en la instalación de la tubería de la irrigación por el plástico y goteo de camas levantadas en filas del tomate en campo. Los trabajadores cubrirán los bordes del plástico con el suelo usando las palas de largo mango que tienen cuidados de no rasgar o de no pinchar el plástico. No se esperará que los trabajadores funcionen el equipo usado en el uso de las cubiertas plásticas de la fila. Los trabajadores plantarán, escardarán, conducirán las estracas y aplicarán la frecuencia cada dos plantas, podarán todos los techones a la primera bifurcación principal en la planta de tomate que tiene cuidado de no romper las hojas o de no dañar el vástago de la planta. En el tiempo de cosecha los trabajadores escardarán los tomates verdes maduros de la vid, quitar vástagos y el lugar en un cubo plástico estándar de cosecha 5/8-bushel. Berenjena, pimientos y patatas dulces: Los trabajadores plantarán, cultivarán, y los vehículos de la cosecha. Los trabajadores pueden llevar el envase lleno que pesa aproximadamente cincuenta (50) libras, y vacíe en compartimiento del campo o cargue sobre el acoplado. Puede ser requerido para tirar y para arrojar de la cosecha para algunas plantas pueden incluir estacar, atar, el trasplante y la poda. Sandía y cantalupo: Se esperará que a los trabajadores perforen y hagan los agujeros para preparar el plástico negro para plantar los enchufes. Los trabajadores deben tener cuidados de no dañar los enchufes jóvenes blandos. Se esperará que a los trabajadores realicen actividades del mantenimiento general incluyendo la tracción de malas hierbas y la limpieza del equipo de la irrigación por goteo. En la cosecha, se portarán los melones según tamaño, color, forma y el grado de madurez usando un cuchillo. También, se esperará que a los trabajadores califiquen, clasifiquen, y lugar en el campo de establecimiento siguiente, si fuera aplicable. Se pueda también requerir quitar la cinta vieja a dañada del plástico y del goteo de la irrigación junto con cualquier otro basura, rocas o ruidos de las áreas al establecimiento. Los trabajadores asistirán a la preparación de las áreas del campo antes de la instalación de la nueva cinta del plástico y del goteo. Calabazas: Los trabajadores caminarán a lo largo de filas y cortar los melones y las calabazas según tamaño, color, forma y el grado de madurez expuestas de la cubierta plástica con el suelo y de tener cuidados de no rasgar o de los agujeros de sacador del plástico. Los trabajadores pueden ser pedidos utilizar los instrumentos asociados a la instalación de las cubiertas plásticas de la fila frutillas a realizar tareas requeridas en la tierra. Los trabajadores plantarán plantas de fresa en los huecos perforados en las filas cubiertas plásticas que tienen cuidados de colocar las plantas de fresa en la misma profundidad en el suelo que crecieron en el cuarto de las niñas. Capaz de trabajar en tiempo frío, mojado, caliente, húmedo, y capaz de permanecer en los pies por largos períodos del tiempo. Físicamente capaz de levantar 0-75 libras, sobre una base consistente a través de cada día del trabajo. Los trabajadores están conforme a la prueba al azar de la droga. VEA ETA 790 PARA LA DESCRIPCIÓN DE LAS FUNCIONES COMPLETA</p> <p>(see attachment / para más detalles vea)</p>																	

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza/Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES	NO	Pay Period Periodo de Pago
cantaloupes, eggplant	\$2.25 9.02	\$		FICA	*X		Weekly / Semi-annual X
peppers, pumpkins, melons	\$2.25 9.02	\$		Federal Tax	*X		
berries, sw pot, tomatoes	\$2.25 9.02	\$		State Tax	*X		Bi-Weekly / cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)		X	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereto are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income tax as required by law. Cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, will be charged to the worker. (see attachment / para más detalles ver 11)

12. Transportation Arrangements / Arreglos de Transportación (Please explain). The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This paragraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employer shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work agreement, employer will pay for such Workers reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation and subsistence to the next job. The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Grower. (see attachment / para más detalles ver 12)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagar a los trabajadores en esta(s) tipo(s) de cosecha(s) / sembrado(s)? Yes ___ No ___X you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le paga el Contratista Agrícola para cada actividad?

14. Unemployment insurance provided? Seguro por Desempleo: Yes ___ No ___X

16. Workers compensation insurance provided / Indemnización por accidente de trabajo: Yes ___ No ___X

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 ___X

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")

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")

19. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

1 Virginia Employment Commission
14243 History Land Highway
Warsaw, VA 22572
Ph: (804) 333-3675 Fax: (804) 333-5388

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono)

Daekene Sanchez
Will Jacobs Ph: (804) 333-3675

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.

READ CAREFULLY: In view of the statutory established basic function of the employment service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleo constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte.

Public reporting burden for the ETA Form 790 is estimated to be approximately 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 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 6-4321 Washington DC 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134).

ATTACHMENT TO ETA 790

The term "Employer" used herein shall refer to the named employer(s) in section 1.

Workers recruited under this Job Order are recruited to work on the employer's farm in the certified occupation during the period of employment shown in Item 6. The employer/members will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers

1. Name and address of Employer: Merryvale Farms, Inc.: (P.O. Box 110, Hardyville, VA 23070) 15873 General Puller Highway, Deltaville, VA 23043.

4. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

5. All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact Leslie Krom at (804) 815-6917, Monday through Thursday's between the hours of 9:00 am and 4:00 pm, and on Fridays from 9:00 am until 11:00 am. Employer will interview the person for 1) Availability for entire season, 2) Available transportation to the job site, 3) Has been fully appraised by the local employment services of the terms and conditions of employment. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation. Those that apply direct will be welcomed and accepted. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral.

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to work. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers not providing this required documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

6. Anticipated dates of employment: 3/22/10 until 11/01/10.

7. The approximate maximum number of workers to be employed in the certified occupation by the grower is shown in the Addendum (the list of employers). The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

8. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard work week is 7 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10 hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

10. Job Specifications: There will be no smoking allowed in the field, and packing areas.

Sanitation Requirements: 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. Employees 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 or the packing facility for packing operations.

Strawberries: Workers will help install black plastic and drip irrigation on rows in field being careful to cover all exposed edges of plastic cover with soil and be careful not to tear or punch holes in plastic. Workers may be asked to utilize implements associated with the installation of the plastic row covers incidental to performing required tasks on the ground. Workers will plant strawberry plants in pre-nursery. Workers will remove weeds from around the plants and from the row middles. Workers will bend and stoop to pick strawberry plants at the same depth in the soil as they grew in the strawberries according to size, color, shape and degree of maturity and place into field containers. Workers will be expected to pick fully ripe strawberries, discard any cat-faced, deformed, decayed or undersized berries according to supervisor's instructions. Also, workers must carefully remove any undesirable berries from plant that would later cause fungi to attack the plant. Workers may carry full container weighing approximately twenty-five (25) lbs. and empty into field bin or load onto trailer. In some instances workers will be expected to fill a 4-quart/one gallon plastic pail, carefully filling the pail to capacity. (Buckets must be full for correct measure and weight.) The pails will be carried in a 2-bucket carrier to be picked in. When full, carried to end of rows at designated truck-loading place. Then the buckets of berries will be inspected for quality and loaded for transportation to roadside market. Depending on market demand, workers may also be required to pick strawberries in cups and/or flats. Strawberries harvested specifically for sale at a roadside stand as fresh market specialty basket containers must be field graded. For berries harvested for sale at roadside stands, extra care must be used to ensure that each strawberry is undamaged and perfect. All berries must be handled carefully to prevent bruises or fingernail cuts. Pickers will take extreme care not to damage the delicate berries. Quality and workmanship is of the utmost importance. Pre-harvest activities for strawberries may include weeding and transplanting. Workers may be required to perform other tasks maintenance activities in the strawberry operation. When harvest is completed, the workers will assist in removing the strawberry plants from the plastic to prepare for planting the next crop. In some instances workers may be required to remove the plastic and drip irrigation tape from the row and load on trucks for removal from field.

Tomatoes: Workers will help in installing plastic and drip irrigation tubing of raised beds in tomato rows in field. Workers will cover edges of plastic with soil using long handled shovels being careful not to tear or puncture plastic. Workers will not be expected to operate equipment used in the application of the plastic row covers. Workers will plant, weed, drive stakes and apply string every two plants, prune all suckers to the first main fork on the tomato plant being careful not to break leaves or injure the stem of the plant. At harvest time workers will pick mature green tomatoes from vine, remove stems and place in a standard 5/8-bushel plastic picking bucket.

Care must be exercised to prevent bruising of the tomatoes. When the picking buckets are full, the worker will carry them to the truck, where they are dumped into bins for transport to the packinghouse. Tomato vines and fruit must be free of moisture before harvest begins. This drying usually occurs by noon, therefore, workers are expected to begin work around noon and continue until 8:00 p.m. After the tomatoes are transported to the packinghouse, workers will assist in the unloading, dumping, grading and packing. The workers may make boxes and lids, place different grade sizes of tomatoes in boxes, apply lids, and stack on pallets and load trucks for transportation to market. Much of the packinghouse work will be done in the evenings of the same days the tomatoes are harvested.

Workers will also pick red/pink tomatoes at times. When doing this they will remove from the vines all tomatoes that are showing any red or pink color, ranging from a small spot of red on the blossom end to a fully red tomato. Workers will place harvested tomatoes in standard 5/8 bushel plastic picking buckets discarding any cat-faced, deformed, decayed or water damaged tomatoes on the ground between rows.

Care must be exercised to prevent bruising of the tomatoes. When the picking buckets are filled the worker will carry them to truck where they are graded and field packed. Worker will clean tomatoes where necessary with cleaning cloth furnished by employer. Worker will separate tomatoes into extra large and large sizes and into light pink, pink and red colors and place in individual 25-pound boxes. Workers will stack filled and lidded boxes on pallets for transport to the packinghouse. Workers may assist in unloading boxes from trucks at the packinghouse.

After harvest is complete, workers will remove plastic and irrigation drip tape from rows of tomatoes and place in piles for loading onto trucks, being careful to completely remove all plastic and drip tape from field. Workers will cut string from stakes and then pull, pile and load tomato stakes.

Eggplant, Peppers and Sweet Potatoes: Workers will plant, cultivate, and harvest vegetables. Workers may be required to remove weeds from weeds using either a hoe, or by hand. 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 container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culms as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities for some plants may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Watermelon and Cantaloupe: Workers will be expected to punch and make holes to prepare the black plastic for planting plugs. Workers must be careful not to damage the tender young plugs. Workers will be expected to perform routine maintenance activities including pulling weeds and cleaning drip irrigation equipment. At harvest, workers will be expected to select the melons based on the standard disclosed to the worker by the supervisor. Workers will walk along rows and cut melons according to size, color, shape and degree of maturity using a knife. May carry to trailer or windrow for loading at a later time. Also, the workers will be expected to grade, sort, and place in shipping containers. After harvest is completed workers will be required to remove mature melon vines from the plastic as well as preparing the plastic for the next planting cycle, if applicable. May also be required to remove old or damaged plastic and irrigation drip tape along with any other trash, rocks or debris from the planting areas. Workers will assist in preparation of field areas prior to installation of new plastic and drip tape.

Pumpkins: Workers will walk along and cut melons and pumpkins according to color, shape and degree of maturity using a knife. May carry to trailer or windrow. Other conditions, same as above.

Packing operation: Workers will be required to wash and pack vegetables. Workers must take great care not to bruise or damage the product. Workers will wash and pack vegetables according to the supervisor's instructions. Workers may also be required to do support jobs associated with packing such as box making, fillers, special packaging, levelers, and stacking. Support jobs include bin and pallet repair and after hours clean up.

Farm Equipment Operation During Field Operations: Workers may be required to operate tractors and other farm equipment during field operations as an incidental activity in the production of crops. Farm equipment operation incidental to production and harvesting will be paid at the AEWR. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of tractor. Workers will be required to operate tractors according to instructions and in a manner that protects the operator, other workers, trees, crops and equipment. Repeated failure to obey operating and safety instructions may result in termination

Minor Crops: This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 6 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Employers 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.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 (+) degrees to 35 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description 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. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to.

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. 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 employment, he will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

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

11. Wage Rates, Special Pay Information and Deductions: Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

All work will be paid the adverse effect wage rate (AEWR) of \$7.25 per hour. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

A. The employer will make the following deductions from the Worker's wages: FICA taxes and State and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday when he is offered the opportunity to work by the Employer and all hours of work actually performed shall be counted toward meeting this guarantee. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hour. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible US workers who apply during the first 30 days of the employment period in accordance with the rule at 20 CFR 655.102(f)(3)(i), percent of the contract period.

C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

D. The payroll period shall be weekly. Workers will be paid weekly.

E. Employer will provide a worker referred through the Agricultural Recruitment 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 employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system the AEWR per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.

F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

12. Transportation:

In accordance with the regulations found at 20 CFR 655.104(h)(1), (2), and (3) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.

The Employer will offer transportation to and from the daily work site at no cost to the workers entitled to the housing benefit. The use of this daily transportation by eligible workers is voluntary; no worker is required as a condition of employment to utilize the daily transportation to the worksite offered by the employer. Employer will provide free transportation to eligible workers from the housing site to the worksite and return. Workers are always free to choose their own means of transportation at their own expense.

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot return to their place of residence the same day and are, therefore, eligible for the benefit.

The Employer will not advance transportation and subsistence costs to the place of employment for any worker.

For US workers eligible for the inbound transportation benefit, the Employer will reimburse US workers who complete 50 percent of the work contract period and who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has departed to the employer's place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has departed to the employer's place of employment, and by regulation is not required to exceed the most economical and reasonable common carrier transportation cost for the distance involved. For eligible foreign (H-2A) workers coming from outside the United States, this reimbursement benefit basis is the place from which the worker departed is the place of recruitment which DOL has interpreted in the regulations to mean the

appropriate US consulate or port of entry. All other criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. The employer reserves the right to arrange charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation.

The employer will reimburse workers' costs of inbound transportation and subsistence to the extent required by the H-2A regulations not later than the date on which the worker has completed 50 percent of the period of employment beginning on the first day the worker is at the place of employment and available for work and the ending date of employment set forth in Item 6. The employer will provide or pay for workers' return transportation and subsistence to the extent required by the H-2A regulations for workers who complete the period of employment set forth in Item 6 or whose services are no longer required by the employer, whichever occurs first. Reimbursement of inbound and return transportation will only be provided to workers upon agreeable completion of the work agreement except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation and subsistence to the next job.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. For foreign (H-2A) workers who came to work from outside the United States, this outbound transportation benefit basis is the place from which the worker has departed will be considered to be the appropriate US consulate or port of entry as interpreted by DOL in the regulations. All other criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence checks through the grower via US mail. In those circumstances, the grower will distribute the checks as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers/association for any damages, injuries, and personal or property losses.

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he can not perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 30 day rule in 20 CFR 655.102(f)(3)(i).

Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations at 20 CFR 655.104(h)(1), which refers to 20 CFR 655.104(g) and is governed by 20 CFR 655.114(a), which is capped at \$9.90 per day for 3 meals under the regulation.

Other Conditions of Employment:

A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned grower's work rules; the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment; two consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Grower and secure permission for necessary absences g) fails to keep up with fellow workers h) falsifying identification, personnel, medical, production or other work related records i) fails or refuses to take a drug test j) commits acts of insubordination. "Reason beyond employer's control" includes termination of worker. If he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

- B. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.
- C. Injuries: Worker will be covered by Worker's 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. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.
- D. Employer Obligation if Employment 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 return transportation or paying return transportation expenses to the Worker.
- E. Employer Notification of Changes in Employment Terms and Conditions: Employers 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 that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.
- F. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.
- G Training: There will be a short demonstration period starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, the proper color of produce, or particular grading specifications. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period, the employer will expect all workers possess the skills to work in the production of the crops noted in Item II. For purposes of this section seven or more hours will be considered one day.
- H. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.
- I). U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations
- J. Employer agrees to abide by the regulations at 20 CFR 655.105, Assurances, and 20 CFR 653.501.
- K. The employer as a part of positive recruitment as per 20 CFR 655.102(d)(1-4) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.
- L. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.
- M. There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.
- N. There are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.
- O. SUBSTANCE ABUSE POLICY: The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.
- P. Grievance and Arbitration Procedure: As required by Department of Labor regulations, all workers (foreign or domestic) have a right to file a grievance or complaint with the nearest local office of the Virginia Employment Security Commission, as described in 20 CFR 658, Subpart E (Job Service Complaint System). As an option, Merryvale Farms, Inc provides a grievance and arbitration procedure available to all workers (domestic and/or foreign) for the resolution of grievances involving Covered Rights arising out of employment under this clearance order. This procedure is established for workers, at no cost to the worker, to use for the resolution of complaints not made through an administrative process (such as through the Job Service Complaint System, the Virginia Employment Security Commission, the U.S. Department of Labor, the Equal Employment Opportunity Commission, etc.). Employees must agree to use this procedure as an alternative to filing suit in local, state or federal court as a condition of employment.
- If a timely filed grievance under the Merryvale Farms, Inc procedure involving a Covered Right is not resolved to the satisfaction of the worker and/or has not been referred to a government agency, the worker may request confidential, binding arbitration of the grievance as the worker's sole remedy. A Covered Right is defined as a violation of statutory or common law rights, such as discrimination, harassment, or retaliation based on race, sex, national origin, color, religion, age, or disability; wrongful termination or constructive discharge; workers' compensation retaliation, denial of medical leaves under any law, including the Family and Medical Leave Act; common-law torts based on negligence or intentional acts; breaches of contract; "right to work" violations; and disputes regarding pay, including claims under the Fair Labor Standards Act and any applicable state wage and hour law.

*Use of the masculine pronoun herein is for convenience of reference only.

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS
SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 154605
 2. NAME OF EMPLOYER: Merryvale Farms, Inc
 3. LOCATION OF EMPLOYER AND DIRECTIONS:
 15873 General Puller Hwy, Hardyville, VA 23070
 Middlesex County

PERIOD OF EMPLOYMENT
 FROM: 3/22/2010 TO: 11/01/10

5. WORK SCHEDULE:
 MINIMUM HOURS PER DAY 7
 DAYS PER WEEK 6
 6. PAY: HOURLY WAGE: 9.02
 PIECE RATE:

7. WORK TASKS TO BE PERFORMED:
 Plant, cultivate and harvest vegetables.

8. TRANSPORTATION PROVIDED:
 FROM LABOR CAMP TO WORK SITE
 AND RETURN Yes

9. HOUSING CAN ACCOMMODATE
 PERSONS 7
 INDIVIDUAL 7
 FAMILY

10. MEALS: PROVIDED: NO
 IF YES: COST PER DAY
 (See item 4 on Job Order)
 WORKERS MAY DO THEIR OWN COOKING:
 YES

TYPE	AMOUNT
SOCIAL SECURITY	0
INCOME TAX	0
TRANSPORTATION	0
TOOLS & EQUIPMENT	0
CREWLEADER CHARGES	0

12. NOTES TO WORKERS:
 A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by: 3/12/2010
 In order for you to be eligible for this guarantee, you must contact the Job Service at: 14243 Historyland Hwy, Warsaw, VA
 During the period of: 3/15/10-3/19/10
 Any Job Service office will assist you in doing this.

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMERO DE LA ORDER: 154605
 2. NOMBRE DEL EMPLEADOR: Merryvale Farms, Inc
 3. LUGAR Y DIRECCION DEL EMPLEADOR:
 15873 General Puller Hwy, Hardyville, VA 23070
 Middlesex County

4. PERIODO DE EMPLEO:
 DEL: 3/22/2010 AL: 11/01/10

5. HORARIO DE TRABAJO:
 MINIMAS HORAS POR DIA 6
 NUMERO DE DIAS POR SI 6
 PAGO: SUELDO POR HORA: 9.02
 PAGA POR UNIDAD: 0

7. LABORES A DESEMPEÑAR IN EL TRABAJO:
 Plantar, cultivar y cosecas de verduras.

8. TRANSPORTACION PROVISTA:
 DESDE EL ENCAMPAMENTO HASTA EL LUGAR
 DE TRABAJO Y DE VUELTA Si

9. VIVIENDA DESPONIBLE PARA
 PERSONAS 7
 INDIVIDUOS 7
 FAMILIAS 0

10. COMIDAS: PROVISTAS: NO
 SI SON PROVISTAS, EL COSTO POR DIA SERA
 (Vea Num. 4 en la Orden de Trabajo)
 LOS TRABAJADORES TIENEN QUE CONCINAR SUS COMIDAS:
 SI

CLASE	CANTIDAD
SEGURO SOCIAL	0
IMPUESTOS SOBRE INGRESOS	0
TRANSPORTACION	0
HERRAMIENTAS Y MAQUINARIA	0
SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS	0

12. NOTAS PARA EL TRABAJADOR:
 La copia de la orden completa esta disponible en la oficina para su inspection.
 El empleador da garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notification sen a mas tardar el: 3/12/2010

Para que Ud. Pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleados en el: 14243 Historyland Hwy, Warsaw, VA
 Durante el periodo el 3/15/10-3/19/10
 Cualquier Oficina del Servicio de Empleados le asistira en hacerlo.

MIDDLESEX COUNTY - COMMUNITY SERVICES

THREE RIVERS HEALTH DISTRICT (MIDDLESEX COUNTY HEALTH DEPARTMENT)

P.O. Box 415
2780 Puller Hwy
Saluda, VA 23149
804-758-2381 FAX: 804-758-4828

MIDDLESEX COUNTY DEPARTMENT OF SOCIAL SERVICES

Deniece Robinson Brown, Director
2893 General Puller Highway
P.O. Box 216
Urbanna, VA 23175-0216
(804) 758-2348 (804) 758-2357 (FAX)

SHERIFF

SHERIFF
Rt. 618 P. O. Box 207
Saluda, VA 23149
(804) 758-2779 or (911)emergency only

MIDDLESEX VOLUNTEER RESCUE SQUAD INC.

PO BOX 98
DELTAVILLE, VA 23043
Phone: 804-776-6875 Fax: 804-776-0745

HOSPITAL

RIVERSIDE WALTER REED HOSPITAL

7519 Hospital Dr.
Gloucester, VA 23061
804-693-8800

LEGAL

VIRGINIA FARMWORKERS LEGAL ASSISTANCE PROJECT

1000 Preston Ave, Suite B
Charlottesville Virginia 22903
1-888-200-8479 or 804-296-8851

Mission and Goals: The Virginia Farmworkers Legal Assistance Project is a federally-funded legal services organization providing legal assistance and community education to migrant farmworkers throughout the Commonwealth of Virginia. Farmwork is the second most dangerous occupation in this country. More than 42,000 farmworkers labor in Virginia, and face numerous problems -- including unpaid wages, pesticide exposure, and on-the-job accidents. The workers' legal issues are compounded by the cultural, geographic, and linguistic barriers they face.

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor



G. Rate of Pay

1. Basic Rate of Pay Offered *		1a. Overtime Rate of Pay (if applicable) \$	
From: \$ <u>7.25</u> ^{49.02} To (Optional): \$ <u>N/A</u>		From: \$ <u>N/A</u> To (Optional): \$ <u>N/A</u>	
2. Per: (Choose only one) * <input checked="" type="checkbox"/> Hour <input type="checkbox"/> Week <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Month <input type="checkbox"/> Year <input type="checkbox"/> Piece Rate			
2a. If Piece Rate is indicated in question 2, specify the wage offer requirements: \$ <u>N/A See Attachment to file</u>			
3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. § <small>The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the intended area of employment (MSA reporting area) than the hourly rate specified herein, only if the new higher prevailing wage survey is known before the acceptance letter is issued by DOL. The offered wage rate is the highest of the AMM in effect at the time the application is certified, prevailing hourly or piece, or the Federal or state minimum, and the employer will pay the offered wage during the entire period of the approved labor certification. All activities in this ATEC will be paid by the hour. Please see ETA A.3 attachments.</small>			
4. For H-2A applications where the rate of pay is based upon <u>multiple crop or agricultural activities</u> , please confirm that Appendix A.1 is complete and being submitted with the filing of this application. §			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *		
TBD		
2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order *
TBD	TBD	TBD
3. Is there a Sunday edition of a newspaper (of general circulation) in the area of intended employment? *		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Newspaper/Publication (in area of intended employment) *		Dates of Print Advertisement *
4. TBD	From: TBD	To: TBD
5. TBD	From: TBD	To: TBD
6. Additional Recruitment Activities. Use the space below to identify the type(s) or source(s) of recruitment, geographic location(s) of recruitment, and the date(s) on which recruitment was conducted. If necessary, add attachment to continue and complete description. *		
<p>Attempt to re-contact former workers.</p> <p>Advertise in local newspaper.</p> <p>Advertise by word of mouth.</p> <p>Publicize through employment service.</p> <p>Solicit help through Ag Extension and Farm Bureau.</p> <p>The employers will engage in positive recruitment of U.S. workers to the same extent (with respect to both effort and location) no less than that of non H-2A employers of comparable or smaller size in the area of employment in accordance with 655.102(d).</p>		



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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza/Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES	NO	Pay Period Periodo de Pago
cantaloupes, eggplant	\$7.25 \$9.07	\$		FICA	<input checked="" type="checkbox"/>		Weekly / Semi-annual <input checked="" type="checkbox"/>
peppers, pumpkins, melons	\$7.25 \$9.07	\$		Federal Tax	<input checked="" type="checkbox"/>		
berries, sw pot, tomatoes	\$7.25 \$9.07	\$		State Tax	<input checked="" type="checkbox"/>		Bi-Weekly / cada 2 sem.
<i>tomato basket</i>	<i>\$9.07</i>	<i>\$ 0.45</i>	<i>Subtract basket</i>	Meals (comidas)		<input checked="" type="checkbox"/>	Other / Otro
		\$		Other (specify)		<input checked="" type="checkbox"/>	

2/10

More Details About the Pay / Más Detalles Sobre el Pago. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income tax as required by law. Cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, will be charged to the worker. (see attachment / para más detalles vea 11)
 FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural use.

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
 The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This paragraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employer shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work agreement, employer will pay for such Workers reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation and subsistence to the next job. The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Grower. (see attachment / para más detalles vea 12)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en esta/estas tipo(s) de cosecha(s) / sembrador(s)? Yes No you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le paga el Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes No if applicable excludes H-2A workers

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)
 Virginia Employment Commission
 14243 History Land Highway
 Warsaw, VA 22572
 Ph: (804) 333-3675 Fax: (804) 333-5388

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono)
 Will Jacobs Ph: (804) 333-3675

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
Joel Carter

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 ó 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 583.500 Persons are not required to respond to this collection of information unless it displays a currently valid OMB 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 DC 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134)

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

All work will be paid the adverse effect wage rate (AEWR) of ^{9.02} \$7.25 per hour. In the event DOL promulgates a new AEWR during the recruitment or work contract period, which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

Tomato Harvest: The piece rate paid for fruit harvest will be a minimum of \$0.45 per 5/8 US bushel of fruit. This minimum piece rate may be adjusted upward at the sole discretion of the employer to account for adverse conditions affecting the level of effort required to accomplish the harvest according to the required specifications, as described above. In all cases, the guarantee of not less than the AEWR of ^{9.02} \$7.25 per hour for all hours worked in the payroll period will apply.

A. The employer will make the following deductions from the Worker's wages: FICA taxes and State and Federal income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa. (*If applicable).

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours, which the Worker fails to work during a workday when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hour. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible US workers who apply during the first 30 days of the employment period in accordance with the rule at 20 CFR 655.102(f)(3)(i), percent of the contract period.

C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

D. The payroll period shall be weekly. Workers will be paid weekly.

E. Employer will provide a worker referred through the Agricultural Recruitment 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 employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system ^{9.02} \$7.25 per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.

F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

12. Transportation: In accordance with the regulations found at 20 CFR 655.104(h)(1), (2), and (3) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.