

VIRGINIA EMPLOYMENT COMMISSION

###

MEMORANDUM TO:

DATE 1/23/2007

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. VA 6012248

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 1/23/2007 for 2, Fish Hatchery Worker 446-684-010
(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 C 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)

** if applicable
*excludes H2A workers

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) Pagos por Pieza/Unidades	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES	NO	Pay Period Periodo de Pago
Fish Hatchery Labor	\$ 8.51	\$		FICA	*X		Weekly / Semi-annual X
	\$	\$		Federal Tax	*X		
	\$	\$		State Tax	**		Bi-Weekly / cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)		X	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago

(see attachment / para más detalles vea 11)

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

(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 area de usar Contratistas Agriícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s) / sembrado(s)?

Yes No X

If 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?

(see attachment / para más detalles vea)

14. Unemployment Insurance provided / Seguro por Desempleo: Yes *X No

15. Workers compensation insurance provided / Indemnización por accidente de trabajo: Yes X 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 X 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

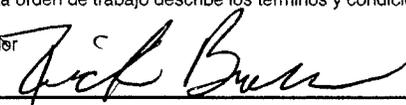
19. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

VA Employment Commission
165 Deer Run Rd.
Danville, VA 24540 Ph: (434) 791-5291

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

Lace Lindsey Ph: (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. **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  Vice president

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. 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).

ATTACHMENT TO ETA 790

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 5. 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: American Sport Fish, P.O. Box 20050 Montgomery AL 36330

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. 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. Housing will be clean and in compliance with OSHA housing standards when occupied. The housing provided varies according to location and includes frame houses, trailers, and dormitory-style buildings. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Housing provided will be shared facilities without regard to sex. In the event that a female worker is hired, separate toilet facilities shall be provided by the employer. 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 assigned employer who provides such housing. 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 deducted from the earnings of 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 applicants and intrastate (in state) are to apply directly to Blue Ridge Fish Hatchery, Monday-Thursday's between the hours of 9:00 am and 4:00 pm. All interstate (out of state) applicants may apply at any State Employment Service Agency (SESA) office or by contacting Regan Biles directly at 336-788-6770, in accordance with the referral instructions above. State employment service agency staff is encouraged to call to make a referral while the applicant is at the Job Service office. Interviews will be conducted quickly over the telephone to create less of a burden on the applicant. Participation and monitoring of the interview process by SESA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements and enable Bill Bland's staff to conduct the telephone interview quickly. 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, will be permitted to complete the hiring process. 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.

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 workweek 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:

A). Tools and Equipment: The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work. Workers will be charged for any willful damage or loss of such tools and equipment.

Fish Hatchery Worker's will be performing various activities associated with Fish Hatchery Labor. These activities will be performed exclusively in an outdoor environment. Employees will perform any combination of the following tasks to trap and spawn gold fish, incubate eggs, and rear fry in fish hatchery: secures net on both banks of river to divert fish to holding pond. Catches ripened fish from holding pond with hand net and squeezes or slits bellies of female fish to release eggs in pail. Squeezes bellies of male fish to force milt over eggs, and stirs with rubber gloved hand to fertilize eggs. Fills hatchery trays with

fertilized eggs and places trays in incubation troughs. Turns valves and places baffles in troughs to adjust volume, depth, velocity, and temperature of water. Inspects eggs and picks out dead, infertile, and off color eggs, using suction syringe. Sorts fish according to size, coloring, and species and transfers fingerlings to rearing ponds or tanks, using buckets or tank truck. Scatters food over surface of water by hand or activates blower that automatically scatters food over water to feed fish. Observes appearance and actions of developing fish to detect diseases, and adds medications to food and water as instructed by supervisor. Transfers mature fish to rivers and lakes, using tank truck. Records field data, and prepare reports of hatchery activities. Drains and cleans ponds and troughs, using brushes, chemicals, and water. Workers may help catch fish and pack for market. Makes minor repairs to hatchery equipment, paints buildings, and maintains grounds. May spawn and rear food fish or tropical and exotic fish for commercial use. May mark migrating fish with liquid nitrogen, using hand operated branding device. Makes minor repairs to hatchery equipment, paints buildings, and maintains grounds. May spawn and rear food fish or tropical and exotic fish for commercial use. May mark migrating fish with liquid nitrogen, using hand operated branding device. Workers will be checking oxygen levels in fish ponds using oxygen meters provided by employer. Workers will mow & maintain levees with mowers and weed eaters. Will perform general maintenance on equipment & aerators.

Workers are required to wad into ponds, up to their waist to perform some of the duties listed in this job order. Workers will stand on feet in fields for long periods of time. Workers are required to work when ground is wet with dew or rain. Temperatures in fields during working hours can range from thirty (30) degrees to over one hundred (100) degrees

General Conditions Applicable to All Crops: Work begins at assigned time shortly after daylight. Work may be 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 stooped or crouched 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 fish farm, that is incidental to fish farming the description listed in the application, weeding, make minor repairs to hatchery equipment, paint buildings, and maintain grounds, may operate tractors and bush hogs on an incidental basis, etc. All other duties assigned under this order will be those duties of Fish Hatchery; DOT Code 446.684-010. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated

Work specifications, can change from time to time during the season due to hatchery or market conditions. Workers will be expected to conform to the specific instructions given for each days work.

The owner/supervisor or a designated employee will provide instructions and general supervision. However, workers will be expected to perform their duties in a timely and proficient manner without close supervision.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of 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. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

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.

Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All work will be paid the adverse effect wage rate (AEWR) of \$8.51 per hour. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower or higher than the current AEWR at the time of application, this lower or higher 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 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, and any other deductions expressly authorized by the Worker in writing. 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.

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 SESA Interstate 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 \$8.51 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 labor and maintenance activities including, cleaning/stacking greenhouse supplies, cleaning and maintaining migrant housing, pulling weeds, fence mending and the repair and maintenance of greenhouse 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; the worker's net pay; the employer's name, address and IRS identification number.

12. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph 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 satisfactory 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. In lieu of the above payments to the workers for transportation, the employer reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$9.30 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.102(b)(5) only to those employees who are eligible under the H-2A program regulations for subsistence pay. 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. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

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) falsifying identification, personnel, medical, production or other work related records. h) fails or refuses to take random drug test for all employees. i) commits acts of insubordination. Reason beyond employer's control" includes termination of workers, if he 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 (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. 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 to 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 655.103, Assurances, and 20 CFR 653.501.

K). The employer as a part of positive recruitment as per 20 CFR 655.105(a) 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. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

L). There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.

M). For workers covered by 29 CFR 500.075(8) 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.

N). **SUBSTANCE ABUSE POLICY:** This 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 also be requested to take random drug tests at no cost to the worker. Failure to comply with the request or testing positive will result in immediate termination.

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

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

1. Workers who perform fraudulent or sloppy work, as defined under Job Specifications, will be suspended without pay for the remainder of the workday or for up to three days in the sole judgment of the 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. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provisions of the work contract. Sloppy work will not be tolerated.
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited 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 alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION.**
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences is defined as: Two consecutive days of unexcused absences or three unexcused absences in the course of the contract. Violation will be **CAUSE FOR IMMEDIATE TERMINATION.** Workers must report at assigned time and place each workday as directed by the grower or supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS.** Excessive tardiness is defined as 2 unexcused tardies in a row or 3 unexcused tardies in course of the contract.
4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
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. Workers are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.**
7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. 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 unless authorized by the employer.

12. Workers living in employer's housing may not have guests in housing premises after 9:00 p.m. except on Saturday night on which guest hours end at 11:00 p.m. 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 verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
15. **WORKERS WILL 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 identification, personnel, medical, production or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
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. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**
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, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY**
22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and International Labor Management Corporation **as soon as is reasonably possible. UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**
23. Workers must follow supervisor's instructions.
24. Workers may not commit acts of insubordination - failure to regard authority.
25. After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement and to the standard set by the employer.
26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 11:00 PM on Saturday night. Lights must be out by 11:00 PM on work nights.
27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

rev.5/01

NORMAS DE TRABAJO

LAS SIGUIENTES REGLAS DE TRABAJO FUERON ELABORADAS PARA PROPORCIONAR UNA GUIA A LOS TRABAJADORES EN LAS NORMAS DE CONDUCTA Y ACTUACION ESPERADA DE ELLOS POR EL PATRON. LA VIOLACION A ESTAS REGLAS O A CUALQUIER OTRO REQUERIMIENTO DE EL PATRON RELACIONADO CON EL TRABAJO LEGAL SERA CONSIDERADO COMO MOTIVO PARA DICIPLINAR O CAUSA DE DESPIDO INMEDIATO. LAS INFRACCIONES A LAS REGLAS DE TRABAJO PUEDEN DERIVAR EN LA SUSPENSION DE SUS LABORES DE TRABAJO Y PAGA POR EL RESTO DEL DIA Y /O HASTA POR TRES DIAS DEPENDIENDO DE LA GRAVEDAD DE LA FALTA, EL REGISTRO ANTERIOR DE EL TRABAJADOR, EL CRITERIO DE EL PATRON U OTROS FACTORES RELEVANTES. LA REINCIDENCIA DE FALTAS SERIAS O GRAVES SERAN CAUSA DE DESPIDO INMEDIATO. SE ESPERA DE TODOS LOS TRABAJADORES LA OBEDIENCIA A TODAS LAS REGLAS DICIPLINARIAS RELACIONADAS CON LA ASISTENCIA, CALIDAD Y CANTIDAD DE TRABAJO Y EL MANTENIMIENTO DE TODA LA PROPIEDAD.

1. LOS TRABAJADORES QUE EFECTUEN UN TRABAJO FRAUDULENTO O DOLOSO SE LES INFRACCIONARA DE ACUERDO A LAS ESPECIFICACIONES DE LAS REGLAS DE TRABAJO ,CON UN DIA DE SUSPENSION Y SIN PAGA O TRES DIAS DE SUSPENSION Y SIN PAGA DEPENDIENDO DEL CRITERIO DEL SUPERVISOR, LA GRAVEDAD DE LA INFRACCION Y EL REGISTRO ANTERIOR DE EL TRABAJADOR Y OTROS FACTORES RELEVANTES. LA SUBSECUENCIA DE CUALQUIER OFENSA SERA CAUSA DE DESPIDO INMEDIATO. LOS TRABAJADORES DEBEN DE HACER EL TRABAJO QUE SE LES HA SIDO ASIGNADO EN FORMA CUIDADOSA DE ACUERDO CON EL CONTRATO DE TRABAJO. EL TRABAJO MAL HECHO NO SERA TOLERADO.
2. ESTA ESTRICTAMENTE PROHIBIDO EL USO O POSESION DE CERVEZA , LICOR O DROGAS ILEGALES EN EL TRABAJO O EN LOS DIAS LABORABLES ANTES QUE EL TRABAJO SE COMPLETE DURANTE EL DIA (COMO DURANTE LAS HORAS DE COMIDA) LOS TRABAJADORES NO PUEDEN REPORTARSE A TRABAJAR MIENTRAS ESTEN BAJO LA INFLUENCIA DE CERVEZA, LICOR O DROGAS ILEGALES NO SE PUEDE USAR NI TENER DROGAS ILEGALES EN LA PROPIEDAD DEL PATRON, INCLUYENDO LAS VIVIENDAS. EL SALIR POSITIVO EN UNA PRUEBA ANTIDROGAS O EL REHUSARSE A SOMETERSE A UNA PRUEBA ANTIDROGAS ES CAUSA DE TERMINACION INMEDIATA.
3. NO SE PERMITIRAN FALTAS EXCESIVAS. NI TARDANZAS, ESTE ES UN TRABAJO REGULAR DE TODOS LOS DIAS, EN EL CUAL SE ESPERA QUE TODOS LOS TRABAJADORES ESTEN PRESENTES PUNTUALMENTE Y DISPUESTOS A DESEMPEÑAR SU TRABAJO QUE SE LES HA ASIGNADO, TODOS LOS DIAS LABORABLES. ESTE NO ES TRABAJO ESPORADICO NI "A JORNAL." LAS FALTAS INJUSTIFICADAS O EXCESIVAS SE DEFINIRAN COMO: DOS O TRES DIAS DE FALTAS INJUSTIFICADAS EN UN PERIODO DE TODO EL CONTRATO , ES CAUSA DE TERMINACION INMEDIATA . LOS TRABAJADORES DEBEN REPORTARSE CON SU PATRON O SUPERVISOR A LA HORA Y LUGAR INDICADO PARA EL DESARROLLO DE SU TRABAJO. LOS TRABAJADORES QUE TENGAN DE 2 A 3 TARDANZAS EXCESIVAS INJUSTIFICADAS EN UN PERIODO DE TODO EL CONTRATO SERAN SUSPENDIDOS.
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. TAMBIEN SE LES SOLICITARA QUE DEN MANTENIMIENTO EN EL EXTERIOR DE SU CAMPAMENTO Y A SUS ALREDEDORES. CUALQUIER DESPERFECTO O PROBLEMA EN LA VIVIENDA DEBERA SER REPORTADO DE INMEDIATO A EL PATRON O A EL SUPERVISOR DESIGNADO.
5. LOS TRABAJADORES QUE VIVEN EN LAS VIVIENDAS DEL PATRON, Y 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 PATRON NO PUEDEN COCINAR EN LOS DORMITORIOS NI EN NINGUNA OTRA AREA QUE NO SEA DE COCINA. QUEDA ESTRICTAMENTE PROHIBIDO Y POR NINGUNA RAZON EL REMOVER LAS BATERIAS DE LOS DETECTORES DE HUMO LA VIOLACION A ESTE MANDATO ES CAUSA DE TERMINACION INMEDIATA.
7. LOS TRABAJADORES NO PUEDEN TIRAR PAPELES, LATAS, BOTELLAS NI OTRA BASURA EN LOS CAMPOS, EL AREA DE EMBALAJE, NI EN EL AREA DE VIVIENDA. SE DEBEN USAR LOS RECIPIENTES PARA BASURA Y DESPERDICIOS.
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 PATRON O DE LA PERSONA ENCARGADA.
10. LOS TRABAJADORES NO PUEDEN ENTRAR A LA PROPIEDAD DEL PATRON SIN AUTORIZACION.
11. LOS TRABAJADORES NO PUEDEN COMENZAR A TRABAJAR ANTES DE LA HORA ASIGNADA, NI CONTINUAR TRABAJANDO DESPUES DE LA HORA DETERMINADA POR EL PATRON.

12. LOS TRABAJADORES QUE VIVEN EN LAS VIVIENDAS DEL PATRON NO PUEDEN TENER VISITA DESPUES DE LAS 9:00 P.M. EXCEPTO LOS SABADOS POR LA NOCHE CUANDO LAS HORAS DE VISITA TERMINAN A LAS 11:00 P.M EL PATRON SE RESERVA EL DERECHO DE EXCLUIR A CUALQUIER PERSONA(S) DE VISITAR LAS VIVIENDAS .NADIE, FUERA DE LOS TRABAJADORES ASIGNADOS A UN DORMITORIO POR EL PATRON, PUEDE DORMIR EN LOS DORMITORIOS
13. LOS TRABAJADORES NO PUEDEN DELIBERADAMENTE LIMITAR PRODUCCION.
14. CUALQUIER TRABAJADOR QUE AMENAZA FISICAMENTE A OTRO TRABAJADOR, AL PATRON O A CUALQUIER 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 PATRON O DE LA PROPIEDAD DEL PATRON SIN AUTORIZACION ESPECIFICA DEL PATRON.
17. CUALQUIER TRABAJADOR QUE LE ROBE A OTRO TRABAJADOR O AL PATRON SERA CAUSA DE DESPIDO.
18. LOS TRABAJADORES NO PUEDEN FALSIFICAR DOCUMENTOS DE IDENTIFICACION, PERSONAL, MEDICOS, DE PRODUCCION, NI OTROS DOCUMENTOS RELACIONADOS AL TRABAJO.LA VIOLACION DE ESTE MANDATO SERA CAUSA DE DESPIDO INMEDIATO.
19. LOS TRABAJADORES NO PUEDEN DESTRUIR INTENCIONALMENTE NINGUNA MAQUINARIA, CAMION U OTRO VEHICULO, EQUIPO, HERRAMIENTAS U OTRA PROPIEDAD DEL PATRON O DE OTROS EMPLEADOS. LA VIOLACION A ESTE MANDATO SERAN CAUSA DE DESPIDO INMEDIATO.
20. LOS TRABAJADORES NO PUEDEN OPERAR O USAR CAMIONES NI OTROS VEHICULOS, MAQUINAS, HERRAMIENTAS NI OTRO EQUIPO SI NO SE LA 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 AUTOIZADOS POR EL PATRON.
21. LOS TRABAJADORES NO PUEDEN MALTRATAR NI REMOVER DEL AREA DE LA FINCA, SIN AUTORIZACION DE SU SUPERVISOR, NINGUNA PROPIEDAD DEL PATRON COMO CAMIONES Y OTROS VEHICULOS, CAMAS, NEVERAS, HERRAMIENTAS, ETC. LA VIOLACION A ESTE MANDATO SERA CAUSA DE DESPIDO INMEDIATO.
22. LOS TRABAJADORES DEBEN OBEDECER TODAS LAS NORMAS DE SEGURIDAD Y LAS PRACTICAS DE SEGURIDAD COMUNES Y DEBEN REPORTAR CUALQUIER HERIDA O ACCIDENTE INMEDIATAMENTE A SU SUPERVISOR ,A LA OFICINA DEL PATRON Y / O A INTERNATIONAL LABOR MANAGEMENT CORPORATION TAN PRONTO COMO SEA POSIBLE.EEL TRABAJAR SIN LAS MEDIDAS DE SEGURIDAD ES CAUSA DE DESPIDO INMEDIATO.
23. LOS TRABAJADORES DEBEN SEGUIR LAS INSTRUCCIONES DEL SUPERVISOR.
24. LOS TRABAJADORES NO DEBERAN DE COMETER ACTOS DE INSUBORDINACION O DESOBEDECER LA AUTORIDAD.
25. DESPUES DEL PERIODO DE ENTRENAMIENTO, LOS TRABAJADORES QUE NO CUMPLAN CON LOS ESTANDARES O NORMAS DE PRODUCCION ,SERAN CAUSA DE DESPIDO INMEDIATO.
26. LOS TRABAJADORES NO DEBEN DE INTERRUMPIR EL PERIODO DE DESCANSO O SUENO DE SUS COMPANEROS CON RUIDO EXCESIVO (MUSICA A ALTO VOLUMEN) O DESORDEN,LOS TRABAJADORES NO DEBEN DE TOCAR MUSICA DESPUES DE LAS 9:00 PM EN DIAS LABORABLES Y LOS SABADOS ANTES DE LAS 11:00 PM, LAS LUCES DEBEN DE APAGARSE A LAS 11:00 PM. EN DIAS LABORABLES.
27. LOS TRABAJADORES NO DEBERAN DE TENER NINGUNA CONDUCTA QUE COMPROMETA A SU PATRON O A ELLOS POR LA VIOLACION DE ALGUNA LEY LOCAL ESTATAL O FEDERAL

CONDITIONAL ACCESS

The request for conditional access into the intrastate or interstate clearance system is made on behalf of indicated employer whose housing has not yet been inspected and found in compliance with applicable regulations and is made with the express understanding that the respective employer assumes the obligation under the applicable regulations for timely compliance with applicable housing standards. See addendum.

Blue Ridge Fed Hstry Dr. 9-22-06
Signed by Patrick Bunn Date

Agency and Indemnity Agreement

This Agency and Indemnity Agreement (the "Agreement") entered into by and between the International Labor Management Corporation, Inc. (the "ILMC"), an agricultural labor consulting firm in the state of North Carolina and Blue Ridge Farm, Inc., an agricultural producer(s) in the state of NC, who is a Client of the ILMC ("Client").

WHEREAS, the ILMC is qualified and capable as Agent of rendering consulting and administrative services necessary to assist the Client in participating in the H-2A program and for the client 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 reasonable labor requirements; and

WHEREAS, the Client desires to avail himself of the consulting and administrative services of the ILMC as Agent in participating in the US government authorized H-2A alien certification program to meet the Client's reasonable labor requirements for the calendar year beginning January 1, 20__;

NOW THEREFORE, in consideration of the payment by the Client 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 Client, and for other good and sufficient consideration, including the mutual promises contained in the ILMC Bylaws and this Agreement, pursuant to the requirements of 20 C.F.R. 655.101 (a)(3), and the parties hereto further agree as follows:

A. ILMC Obligations

- (1) The ILMC will prepare and process forms and documents pursuant to applicable laws and regulations of the United States Department of Labor and the United States Immigration and Naturalization Service required for the client to participate in the US government authorized H-2A alien certification program.
- (2) The ILMC, on behalf of its Client, will undertake the administrative tasks of the domestic recruitment requirements as established by the regulations and guidelines of the United States Department of Labor (limited exclusively to placing advertisement in newspapers and radio, listing the job order with the appropriate State Employment Service Agency, and preparing and filing the necessary recruitment report for the United States Department of Labor), in order for the client to participate in the H-2A program.
- (3) The ILMC will maintain, either directly or through its designated representatives, all contacts with the State Employment Service Agency, the State Department of Labor, the United States Department of Labor, and the United States Immigration and Naturalization Service, and other governmental agencies necessary to effectuate the purpose of this Agreement.

B. Client Obligations

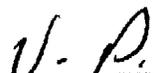
- (1) The Client agrees to comply timely with all reasonable policies, procedures, and schedules established by the ILMC which it considers essential for compliance with laws and regulations, successful participation and for the proper operation of the H-2A program.
- (2) The Client agrees to comply with all of the terms and conditions of employment made by the ILMC on the Client's behalf in the Agricultural and Food Processing Clearance Order, ETA Form 790, and Application for Alien Employment Certification, ETA 750 ("Job Order") and with each term of the agricultural work agreement, which describes all the material terms and conditions of employment, that is entered into with both U.S. and H-2A workers by the Client. The Client 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 Client as an employer of U.S. and/or H-

2A migrant and/or seasonal agricultural labor found in applicable law and regulations, including without limitation, those at 20 C.F.R. Parts 653 and 655.

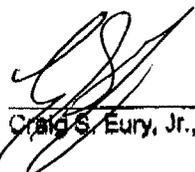
- (3) In particular, but not limiting the foregoing, the Client agrees a) to pay worker's required wages and benefits, b) to make those deductions from the worker's paychecks which are required and only those deductions allowed by law, c) to provide housing as required which meets all applicable standards, 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, and itemization of all deductions made from the worker's wages and, if rates are used, the units produced daily, and f) to terminate the worker only for lawful job related reasons.
- (4) The Client agrees to pay timely any judgment or penalty entered against Client and to indemnify and hold harmless the ILMC and any of its other Clients for judgments entered against it or them arising out of the Client's violation of his obligations under applicable law or regulation (including 20 C.F.R. Parts 653 and 655), the job order or the agricultural work agreement and any attorneys' fees and costs incurred by the ILMC or other Clients in defending against such claim. Client 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 Client agrees that in matters in which a claim is made or litigation is instituted against the ILMC's Board of Directors may exercise its discretion a) to settle such matters on behalf of itself and the Client on terms it deems appropriate, b) to litigate such matters, and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the Client out of whose alleged action or inaction the claim was asserted or, what amount, if any, will be borne by the ILMC and/or shared among its Clients. The terms of this Paragraph 4 survive any future separation of the parties to this agreement and the term of this Agreement.
- (5) The Client agrees to pay the ILMC any assessment made by the ILMC as the Client's share of legal and any other expense or liability incurred by the ILMC in defending, prosecuting or settling any application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the Client or arising out of the fault of the Client, in accordance with a formula approved by the ILMC. The terms of this paragraph 5 survive any future separation of the parties to this agreement and the term of this Agreement.



Client Signature



Title



Craig S. Eury, Jr., President, ILMC

State Agency VEC

Agencia Estatal _____

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: VA-6012248

1. Numero de la Orden: _____

2. Name of Employer: Blue Ridge Fish Hatch

2. Nombre del Empleador: _____

3. Location of Employer and Directions:
655 FISH FARM RD
CLAUDEVILLE, VA 24074

3. Lugar y Direccion del Empleador: _____

4. Period of Employment:
From 3-1-07 To 11-1-07

4. Periodo de Empleo:
Del _____ Al _____

5. Work Schedule:
Hours per day 7 1/2 Days per week 5 1/2

5. Horario del Trabajo:
Horas por dia _____ Numero de dias por semana _____

6. Crop and Pay:

Crop	Hourly Wage	Unit of Production	Piece Rate	Estimated Hourly Wage
<u>AGRICULTURAL</u>	<u>851</u>	<u>HA</u>	<u>HA</u>	<u>851</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Cosecha y Pago:

Cosecha	Sueldo por Hora	Unidad de Produccion	Pago por Unidad
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Calculo Anticipado del Sueldo por Hora

Bonus: _____

Pago Adicional: _____

7. Work tasks to be performed:
Regular: NET FISH, FEED, HARVEST,
FERTILIZE BEGGS, MILK, SORT, SIFT

7. Labores a desempenar en el trabajo:
Normales: _____

Alternate tasks and pay during first week in case of crop delay (see item 12)
GENERAL FARM LABOR, MARYLAND

Labores alternativas y pago por la primera semana en caso de demora en la cosecha (vease punto numero 12): _____

8. Transportation provided:

yes no

8. Transportacion Proveida:

si no

9. Housing can accomodate _____ number of people

individual family

9. Viviendas disponibles para _____ person

individuos familias

10. Meals:

Provided: yes no

If yes: Cost per day _____

Workers must do their own cooking

yes no

10. Comidas Proveidas:

si no

Si son proveidas, el costo por dia sera _____

Los trabajadores tienen que cocinar sus comidas

si no

11. Deductions:

Type	Amount
Social Security	XXX
Income Tax	XXX
Meals	_____
Transportation	_____
Tools & Equipment	_____
Crewleader charges	_____
_____	_____

11. Deducciones:

Clase	Cantidad
Seguro Social	XXX
Impuestos Sobre Ingresos	XXX
Comidas	_____
Transportacion	_____
Herramientas y Maquinarias	_____
Sumas Cobradas por el Contratista de Trabajadores Agricolas	_____

12. NOTES TO WORKER

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he notifies the Job Service of a later starting date by 2-9-07. In order for you to be eligible for this guarantee, you must contact the Job Service office at

Virginia Employment Commission

P.O. Box 11087 -

Danville, VA 24540

during the period of 2-9-07 / 2-15-07
Any Job Service office will assist you in doing this.

LARLE LINDSEY 434-791-5291

12. NOTAS PARA EL TRABAJADOR

Una copia de la orden completa esta disponible en esta oficina para su inspeccion.

El empleador ha garantizado el pago por su primera semana de empleo, a menos que el notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sea a mas tardar el _____.

Para que Ud. pueda tener derecho a esta garantia de pago, tendra que comunicarse con la Oficina del Servicio de Empleos en el _____

durante el periodo del _____ al _____
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

COMMUNITY SERVICES

HOTLINES AND CRISIS NUMBERS - cont'd

DOMESTIC VIOLENCE

Child Abuse Hotline 1-800-552-7096
 Child Abuse & Neglect 694-3328
 Child Protective Services

Henry Co. 634-4750
 Martinsville 656-5200
 Patrick Co. 694-3328

POISON CONTROL

Memorial Hospital ER 666-7237
 Poison Control Center

Charlottesville 1-800-451-1428

RUNAWAYS/MISSING CHILDREN

National Runaway Switchboard
 Hotline 1-800-621-4000

Sexually Transmitted
 Disease 1-800-227-8922

Vanished Children's
 Alliance 1-800-VANISHED (826-4743)

HUNTING & FISHING

Dept. of Game and Inland Fisheries
 4010 W. Broad St.
 Richmond, VA 23230 804-367-1000

INFORMATION & REFERRAL

Better Business Bureau
 Roanoke 1-800-533-5501

CONTACT 632-7295

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

3600 West Broad Street
 Richmond, Virginia 23230-4917
 804-367-8500

www.state.va.us/dpor

FBI-Richmond 804-261-1044

Patrick Co. Office on Youth 694-3553

Mental Health 638-7801

Citizens Against Violence 632-8701

U.S. Secret Service

Richmond 804-771-2274

Roanoke 703-345-4301

United Way Martinsville 638-3946

Information & Referral Center 1-800-230-6977

PREGNANCY

Family Life Services 666-4081

Martinsville/Henry Co. Health Dept. 638-2311

Patrick Co. Health Dept. 694-3188

LEGAL SERVICES

VA Dept. Rights
 of Disabled 1-800-552-3962

VA Lawyer Referral
 Service 1-800-552-7977

LIBRARIES

(See YELLOW PAGES - LIBRARIES - Public)

LICENSING & REGISTRATION

BIRTH & DEATH CERTIFICATES

Division of Vital Statistics
 P.O. Box 1000
 Richmond, VA 23208 804-225-5000

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

3600 West Broad Street
 Richmond, Virginia 23230-4917
 804-367-8500

www.state.va.us/dpor

DOG LICENSES

Treasurer's Office
 Henry Co. 634-4675
 Martinsville 656-5242
 Patrick Co. 694-7257

DRIVERS LICENSES & PERMITS

VA Dept. of Motor Vehicles
 Martinsville 632-7145
 Stuart 694-6113

MARRIAGE LICENSES

Circuit Court & County Clerk's Office
 Henry Co. 634-4880
 Martinsville 656-5000
 Patrick Co. 694-7213

NEWSPAPERS

Bull Mountain Bugle
 P.O. Box 308, Stuart, VA 24171 694-7117

The Enterprise, Inc.
 P.O. Box 348, Stuart, VA 24171 694-3101

The Martinsville Bulletin
 204 Broad St.
 Martinsville, VA 24112 638-8801

RADIO STATIONS

WFIC 647-1530

WHEE 632-9811

WHEO 694-3114

WMVA-AM 632-2152

SENIOR CITIZENS

Adult Day Care Center of Martinsville and Henry Co.

433 Commonwealth Blvd.
 Martinsville, VA 24112 666-9400

Henry Co. Senior Services
 Henry Co. Administration Bldg.
 Collinsville, VA 24078 634-4644

Martinsville Senior Center
 21 Moss St. 656-5260

Southern Area Agency On Aging
 433 Commonwealth Blvd.
 Martinsville, VA 24112 632-6442

Patrick Co. call toll free 1-800-468-4571

TAX INFORMATION

FEDERAL
 Internal Revenue Service
 Forms Ordering 1-800-829-FORM (3676)

Information & Assistance 1-800-829-1040

STATE
 Commissioner of Revenue

Henry Co. 634-4690

Martinsville 656-5000

Patrick Co. 694-7131

TELEVISION STATIONS

Adelphia Customer Care Center 800-835-4949

TIME, TEMPERATURE & WEATHER

Time 632-2002
 Weather 957-3784

TRANSPORTATION

Blue Ridge Airport
 Rt. 698 P.O. Box 160
 Spencer, VA 24165 957-2291

Piedmont Triad Int'l Airport
 P.O. Box 35005
 Greensboro, NC 27425 910-665-5666

Roanoke Regional Airport
 5202 Aviation Dr.
 Roanoke, VA 24012 362-1999

UTILITIES

ELECTRIC
 Appalachian Power Co.

Fieldale 627-1200

Stuart 694-3776

656-5000

City of Martinsville
 GAS
 Southwestern VA Gas Co.
 208 Lester St.
 Martinsville, VA 24112 632-5662

WATER

Henry Co. 634-2500

Martinsville 656-5000

Patrick Co. 694-3811

VETERANS

American Legion 632-8170

Greensboro Veterans Center 910-333-5366

Veterans Affairs, Regional Office

Roanoke, VA 1-800-827-1000

VOLUNTEER OPPORTUNITIES

Blue Ridge Nursing Center of Martinsville

& Henry County 638-8701

Citizens Against Family Violence 632-8701

CONTACT 632-7295

FOCUS 632-7575

Habitat of Martinsville and

Henry County Housing 638-9014

Hospice of Memorial Hospital

of Martinsville & Henry Co. 666-7469

Martinsville Ostomy Support Group 666-7815

956-2277

Memorial Hospital Volunteers 666-7481

Mental Health 638-7801

Patrick Co. Office On Youth 694-3553

Rescue Squads of Henry County

& Martinsville 634-4664

Salvation Army 647-7497

Stanleytown Healthcare Center of

Stanleytown Va 540-629-1772

United Way 638-3946

VOTER REGISTRATION

Henry Co. 634-4697

Martinsville 656-5000

Patrick Co. 694-7206

COMMUNITY SERVICES

ALCOHOL AND DRUG ABUSE

Al Anon 638-8175
 Alcohol & Drug Council 694-4361
 Alcoholics Anonymous 638-8175
 Center for Substance Abuse Treatment (CSAT)
 National Drug and Alcohol Treatment
 Referral Hotline 800-662-HELP (4357)
 (TDD) 800-228-0427
 Community Memorial Pavilion

1-800-972-0050
 1-800-777-1515
 National Clearinghouse for Alcohol and
 Drug Information 1-800-729-6686
 Patrick Henry Drug &
 Alcohol Council 632-6318

ANIMAL HUMANE

SPCA Animal House
 Martinsville-Henry Co. Society for the
 Prevention of Cruelty to Animals 632-0548

CHAMBERS OF COMMERCE

Martinsville-Henry Co.
 Chamber of Commerce, Inc.
 115 Broad St., P.O. Box 709
 Martinsville, VA. 24114-0709 632-6401
 Patrick Co. Chamber of Commerce, Inc.
 P.O. Box 577, Stuart, VA 24171 694-6012

CHILDREN AND YOUTH

ADOPTION & FOSTER CARE

Social Services
 Henry County/Martinsville 656-4300
 Patrick Co. 694-3328

ADOPTIVE PARENT RESOURCE

COUNSELING
 Anchor House 634-2901
 CONTACT - Teenline 634-5005
 Mental Health 638-7801

Patrick Henry Drug &
 Alcohol Council 632-6318

SERVICES

Child Support 857-7932
 Piedmont Regional Infant
 & Parent Program 638-3242

YOUTH DEVELOPMENT

4-H Youth Organization
 Henry Co. 634-4650
 Stuart 694-3341

FOCUS

632-7575
 Big Brothers & Sisters of MHC 632-6106
 Boy Scouts

Martinsville & Stuart 638-8387
 For the Children 638-4673
 Girl Scouts 1-800-268-0724

Henry County 632-8365
 Stuart 694-3723
 Salem 1-800-542-5905

Office on Youth
 Martinsville/Henry Co. 638-2918
 Patrick Co. Office on Youth 694-3553
 YMCA - Family 632-6427

COLLEGES & UNIVERSITIES

(See YELLOW PAGES - SCHOOLS -
 Universities and Colleges - Academic)

CONSUMER EDUCATION & PROTECTION

U.S. Consumer Product
 Safety Commission 1-800-638-2772
 VA Office of Consumer
 Affairs 804-786-2042

EMPLOYMENT CONCERNS

COUNSELING/TRAINING/PLACEMENT
 MARC Workshop 632-1018
 PARC Workshop 694-4211
 Senior Employment &
 Training 632-6442 or 1-800-468-4571

VA Dept Rehabilitation
 Services 632-7161
 VA Dept. Visually Handicapped 857-7122
 VA Employment Commission
 Job Service 632-3270

Unemployment Insurance 632-3271
 EMPLOYEE ASSISTANCE PROGRAMS
 Solutions Employee Assistance
 Programs 1-540-728-2515
 or Toll Free 1-877-888-4307

ENVIRONMENTAL CONCERNS

Clean Community of
 Martinsville & Henry County
 P.O. Box 7
 Collinsville, VA 24078 634-4674

FAMILY AND MARRIAGE

COUNSELING
 For The Children 638-4673
 Mental Health Assoc 638-7801
 Citizens Against Family Violence 632-8701

FAMILY PLANNING
 Health Dept. Martinsville/Henry Co.
 638-2311
 Patrick Co. 694-3188

PREGNANCY PREVENTION
 For the Children 638-4673

FINANCIAL ASSISTANCE

FOOD SERVICES
 Food Stamps (Social Services)
 Henry Co. 634-4750
 Martinsville 656-5250
 Patrick Co. 694-3328
 Salvation Army 647-7497

FURNITURE AND CLOTHING

Salvation Army (Thrift Store)
 Collinsville 647-3450

HEALTH

American Lung Association of Virginia
 Roanoke 362-5864
 ARTHRITIS FOUNDATION
 VA Chapter - Southwest
 VA Branch 800-456-4687

HEALTH - cont'd

Centers for Disease Control
 American Cancer Society 638-8944
 American Heart Assn. 804-527-0180
 C.D.C. National AIDS Hotline
 Toll Free (24 hrs) 800-342-2437
 SIDA (In Spanish) 800-344-7432
 Text Telephone (TDD)
 (Mon-Fri 10am to 10pm) 800-243-7889
 Health Dept.

Martinsville/Henry Co. 638-2311
 Patrick Co. 694-3188

HOSPICE-Memorial Hospital 666-7466
 TEL-MED 632-9738
 West Piedmont AIDS Task Force 666-8148

BLIND & VISUALLY HANDICAPPED
 VA. Dept. of Visually
 Handicapped 703-857-7122

DEAF & HEARING IMPAIRED
 Social Security Information
 for hearing impaired 1-800-325-0778
 VA Dept. for Deaf &
 Hard of Hearing 1-800-552-7917

Hospitals
 (Also see YELLOW PAGES - Hospitals)

Memorial Hospitals of Martinsville
 & Henry Co.
 General Information 666-7200
 Patient Information 666-7493

Patrick Community Hospital, Inc.
 Stuart 694-8600
 Epilepsy Association of Virginia
 804-924-5401

MENTAL HEALTH

Mental Health Association 638-7801
 Piedmont Regional Community
 Services Martinsville 632-7128

MENTAL RETARDATION

Development Center
 For Handicapped 694-6047
 Piedmont Regional Mental
 Retardation Services 632-1640

HOTLINES AND CRISIS NUMBERS

Citizens Against Violence 632-8701
 Domestic Violence Hotline 632-8701
 C.D.C. National AIDS Hotline
 Toll Free (24 hrs) 800-342-2437
 SIDA (In Spanish) 800-344-7432
 Text Telephone (TDD)
 (Mon-Fri 10am to 10pm) 800-243-7889
 Career Information Hotline 1-800-542-5870
 Center for Substance Abuse Treatment (CSAT)
 National Drug and Alcohol Treatment Referral
 Hotline 800-662-HELP (4357)
 Sexual Assault Services 632-8701

CRISIS INTERVENTION

CONTACT 632-7295
 VA Dept. for the Deaf &
 Hard of Hearing 1-800-552-7917

DISASTER RELIEF

American Red Cross
 Martinsville 632-5127
 Stuart 694-3505
 Salvation Army 647-7497