

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 2/8/2007

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 6020646

Extension is requested for the 1 cop(ies) of the order which is/are attached,  
dated 2/8/2007 for 10, Farmworker, Diversified Crop 405-687-014  
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle Abraham  
(signature)

\* \* \* \* \*

DATE \_\_\_\_\_

The above request has been reviewed and action taken as indicated below:

ACCEPTED \_\_\_\_\_ Location(s) to which extend:

REJECTED \_\_\_\_\_ Reason for Rejection: \_\_\_\_\_

COMMENTS:

Number of additional copies required. \_\_\_\_\_

\_\_\_\_\_  
(signature)

**Agricultural and Food Processing Clearance Order**  
**Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

U.S. Department of Labor  
**Employment and Training Administration**



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

<p>1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)                  Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)                  OLD CHURCH SOD, LLC PO BOX 4089 PINEHURST, NC 28374</p>	<p>Industry Code / Código de Industria: 0132                  Job Order # / No. Orden de Empleo: VA 6020646                  Occupations: Title and Code / Título Ocupacional y Código                  Farmworker, Div II, 407-687-010                  Clearance Order Issue Date / Fecha de Trámite: 2/8/07</p>																		
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo                  13101 OLD CHURCH RD., NEW KENT, VA 23124 From Richmond, take I-64 East towards Norfolk; Exit #211 and left onto SR 106 (Emmaus Church Rd.); Travel SR 106 about 10 mi to farm (road name changes to Old Church Rd.)</p> <p>(see attachment / para más detalles vea 4)</p>	<p>Job Order Expiration Date / Fecha de expiración: 7/10/07                  6. Anticipated Period of Employment / Periodo Anticipado de Empleo                  From: Desde 04/02/2007 To: Hasta 11/28/2007                  7. No. of Workers Requested / No. de Trabajadores Pedidos: 10</p>																		
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda                  See attached: Barnacks</p> <p>(see attachment / para más detalles vea 5)</p>	<p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana</p> <table border="1"> <tr> <td></td> <td>Total</td> <td>40</td> </tr> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> </tr> <tr> <td></td> <td></td> <td>5</td> </tr> </table> <p>9. Collect Calls Accepted / Se Aceptan llamadas a Cobrar                  Employer: El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  Local Office / Oficina Local: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		Total	40	Sunday / Domingo	0	Wednesday / Miércoles	Monday / Lunes	7	Thursday / Jueves	Tuesday / Martes	7	Friday / Viernes			Saturday / Sábado			5
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Monday / Lunes	7	Thursday / Jueves																	
Tuesday / Martes	7	Friday / Viernes																	
		Saturday / Sábado																	
		5																	
<p>4. Board Arrangements / Arreglo de Alojamiento                  See attached</p> <p>(see attachment / para más detalles vea 5)</p>																			
<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos                  See attached</p> <p>(see attachment / para más detalles vea 6)</p>																			
<p>10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box)                  Plants, waters, sprays, weeds sod. Mows grass. Cuts, rolls and stacks sod. See attached.</p> <p>(see attachment / para más detalles vea 3)</p>																			
<p>10 a. Descripción del Trabajo / Job Specifications (Summary of Material Job Specifications in SPANISH must be included inside this box)                  Planta, riego, espraya y arranca malas hierbas. Corta céspeds. Corta y enrolla y apila el césped. Mire incluido</p> <p>(see attachment / para más detalles vea 3)</p>																			

11 Wage Rates, Special Pay Information and Deductions / Tasa 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)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
			Pagos Especiales (Bono, ect)				
Turfgrass	\$ 8.51	\$		Social	X		Weekly / Semana
	\$	\$		Federal Tax / Impuestos Federales	X		Bi-weekly / cada 2 sem
	\$	\$		State Tax / impuestos Estatales	X		
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify) / Otro	X		Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago  
See attached

(see attachment para más detalles vea)

12 Transportation Arrangements / Arregios de Transportación (Please explain)

See attached

(see attachment para más detalles vea)

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

14. Unemployment insurance provided / Seguro por Desempleo:

Yes  No

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

Yes  No

16. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?

Yes  No

17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")  
None

18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")  
None

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya numero de teléfono)  
Virginia Employment Commission Employer Services ~~Rural Services Unit~~  
PO Box 1358, Richmond, VA 23218

5240 Oaklawn Blvd.  
Hopewell, VA 23860  
(804) 541-6503

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de telefono):  
(804) 786-8714  
FAX (804) 786-8551

Carol Young, Farm Placement Specialist  
(804) 541-6503

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.

Employer's Signature & Title / Firma y Título del Empleador  
Clark Wooten, Member-Manager

1-22-07

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

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

## ETA790 ATTACHMENTS

**ATTACHMENT 1****ITEM 11, WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:**

**\$9.02 MCA**

The Adverse Effect Wage Rate (AEWR) of ~~8.57~~, the prevailing hourly wage rate or prevailing piece rate, the federal minimum wage rate or the Virginia minimum wage rate, whichever is greatest, will be the minimum rate of pay. Employer assumes that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

The employer will pay the prevailing piece rate in a crop activity for which a piece rate is specified if the DOL determines that a higher piece is prevailing in the crop activity in the area of intended employment than the piece rate specified herein. The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment other than the hourly rate specified herein. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is higher or lower than the AEWR herein, the higher AEWR or, at the discretion of the employer, the lower AEWR, will become the guarantee

In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective

The employer will make the following deductions from the worker's wages: FICA taxes and Federal Income tax as required by law; cash advances and repayment of loans; repayment of overpayment of wages to the worker; payment for articles which the worker has voluntarily purchased from the employer; long-distance telephone charges; recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal statutory minimum wage or Virginia statutory minimum wage

The employer will not pay the worker a bonus.

Payroll periods will be weekly. Workers will be provided with an earnings statement, which contains, at a minimum, the hours actually worked, total earnings, piece rates/number of units (if piece rates are used), and all deductions. The statements shall comply with 20 CFR 655.102(b)(8).

Employer guarantees to offer employment for a minimum of  $\frac{1}{4}$  of the work days of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the guarantee period ends on the date of termination.

Employer will provide a worker referred through the Interstate Clearance System a full week's work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than ten (10) days before the date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the Interstate Clearance System ~~\$8.51~~ <sup>\$9.83</sup> per hour for the first week, starting with the original anticipated date of need. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine (9) working days and no later than five (5) working days before the date of need, the worker will be disqualified from the above-mentioned assurance. The employer may require the worker to perform alternative work if the guarantee cited in this section invoked. Alternative work will be general farm labor and farm maintenance activities including, but not limited to, stacking tobacco racks, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, mending fences, and the general repair upkeep and maintenance of the farm buildings, equipment and the farmstead in general.

The employer will provide worker's compensation insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment.

**ATTACHMENT 2:**

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

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

**ATTACHMENT 3:**

**ITEM 10, JOB SPECIFICATIONS:**

In English:

**JOB DESCRIPTION:**

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

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

SOD: Prepares soil and growth medium, hauls and spreads topsoil, fertilizer, peat moss, lime and other soil conditions on sod grass and turf areas. Digs, rakes, screens soil. Fills tanks with water. Weeds, water, sows grass seed and plants plugs of sod. Operates mowers and sod cutters. Cuts, rolls, and stacks sod. Loads, unloads trucks. When work in sod is not available workers may be offered other general agricultural duties associated with sod farming, including but not limited to building and equipment maintenance, repairing fence and similar tasks. Work is to be

done in the field for long periods of time. Workers may assist in loading of trucks and lifting 60 to 70 pounds to a height of 5 feet or more.

Workers may be required to perform variable tasks such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding and other tasks related to general farming.

Work may also include mechanized field work using power equipment. By way of example and not limitation, power equipment may include tractors, planters, sprayers, cultivators, mowers, lifttrucks and other equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to grasses, ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day while working in fields. Temperatures may range from 10° F to +100° F. Workers may be required to work during occasional showers not severe enough to stop field operations.

**Full Growing Season Commitment:** The job offered requires that the worker be available for work seven (7) hours per day Monday through Friday and five (5) hours on Saturday everyday that work is available and for the full period of employment shown in Item 5, even though work may be slack for a brief period after tobacco planting. The worker agrees to be available for work and performed assigned tasks whenever work is available through the full period of employment shown in Item 5. Work available is defined as, no work required on the worker's Sabbath or Federal holidays, but work is required seven (7) hours per day Monday-Friday, and five (5) hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 5, the worker will forfeit the ¼ guarantec and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness cannot be tolerated and may result in termination

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

En Espanol:

DESCRIPCION DE TRABAJO:

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

CEPES: preparar la cespeds y el cresimnto de la cespeds. Tamyay que furtlize las cespeds con las armintas que le dene y con los licidos y yen los tankse de hawa Hranke las jervas dele cespeds. Que scpa usa la maqins para qorta las cespeds. Curta y inroya las cespeds y suvier in una trock y vahare y qundo se kave le travaho se le asgnar otrs taryeas simolares. El trabajo se require que levant mas de 60 a 70 lebras o mas.

El trabajo require que los trbajadores usen las armntas par esqabare y aser hoyos y tabeyen trabajar in los diches.

Los trabajadore teyan que saber usar las arments que serequire como el tractor par subirl las cajas o par vajar las cepeps tyen que saver uslas sin esuresyones o con estrcsions.

Los trabajodroes tyen que resenter los insectos el sqate los chimicos y setar parldo por muchas horas a la vece y in la rodyas por muchas horas al diya.

Los trabajadore tabyen tyen que trabajar in la yovia y en las tpemantos de 10° F a mas de 100° F y trabajadore tyent que resister las tempermntos.

COMETERSE CON EL CRECIMIENTO DE TEMPORADA LLENA: El trabajo que se ofrece require que los trabajadores estan disponibles para trabajar siete (7) horas por dia, de lunes a viernes y cinco (5) horas el Sabado y todos los dias que higa trabajo y tambien por la temporada de trabajo que se encuentra en el articulo numero 5, asi como el trabajo se aflojera por un tiempesito despues de plantando el tabaco. El trabajador conformara que cuando higa trabajo este disponible para hacer las tareas cuando higa trabajo y sobre la temporada llena de empleo o que se encuentra en el articulo numero 5. El trabajo disponible es definido como, no se trabajara en el tiempo de Sabat o en la temporada de las vacciones federales, pero el trabajo si se require siete (7) horas por dia de Lunes - Viernes, y cinco (5) horas los Sabados.

El trabajador entiende que si abandonan su trabajo de empleo o son terminados de empleo por causa antes de la temporada de empleo, o terminacion o como se encuentran en el articulo numero cinco, el trabajador pierdera la garantia de 3/4 de reembolso de ciertas costos de transportacion como se escribe en algun articulo en esta orden de trabajo. Ausentes o tardes no seran toleradas y resultaran con terminacion.

El trabajo diario asignado y los trabajadores asignados, y la locacion sera asignado por, y nada mas por, el manejanete de la labor o supervisor, o como se nececite en las operaciones dictadas sobre la operaciones de labor. Los trabajadores se le asignaran una variedad de ordenes en qualquier dia o tareas diferentes en diferente dias. Trabajadores seran disponibles para hacer las ordenes y el trabajo en cualquier cosecha asignada por el Patron o Supervisor.

#### **ATTACHMENT 4:**

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

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

**ATTACHMENT 5:****ITEM 4, BOARD ARRANGEMENTS:**

Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries.

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

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

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than thirty (30) days in advance of the date of need reflected on the attached ETA 790.

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

**ATTACHMENT 6:****ITEM 5, REFERRAL INSTURCTIONS:**

The referral under this job order is to be made to the employer's attorney at the Law Office of Andrew M. Jackson at 407 College Street, Clinton, Sampson County, State of North Carolina. Office number: (910) 592-4121 or (910) 592-4122. All local and intrastate applicants may be referred directly to the employer's attorney for interview. All interstate applicants interested in this job offer should first contact Carol Young, Farm Placement Specialist, Virginia Employment Commission, 5240 Oaklawn Blvd., Hopewell, Virginia, phone (804) 541-6503 prior to contacting the employer. Workers should be fully apprised by the local 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, and any other applicable laws, rules and regulations, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have all necessary documents in their possession when they arrive at the place of employment. Referring offices must assure that a worker referred against this order will be able to meet this requirement before referring the worker. Workers recruited against the job offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

**ATTACHMENT 7:****ITEM 12, TRANSPORTATION ARRANGEMENTS:**

After worker has completed fifty percent (50%) of the work contract period, or earlier, employer will reimburse worker for transportation and subsistence from the place from which the worker came to work for the employer to the place of employment. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence from the place of employment to the place from which the worker came to work for the employer except when the worker will not be returning to the place from which he came to work for the employer, due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

The employer will offer transportation to and from the daily work site at no cost to the worker. The worker will live in employer's housing at no cost to worker. The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the work site offered by the employer.

**OTHER CLARIFICATIONS AND ASSURANCES:**

**ASSURANCE:** The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.103.

**EXTENSION OF EMPLOYMENT:** No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

**TERMS AND CONDITION CHANGES:** The employer will expeditiously notify the order-holding office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

**OUTREACH WORKERS:** Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

**CONTRACT IMPOSSIBILITY:** The employer will terminate the work contract of any worker whose services are no longer required for reasons beyond the control of the employer or an Act of God. In the event of such termination, the employer will be bound by the ¼ guarantee from the first work day after arrival to the date of termination.

**TERMINATIONS:** The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, (d)

malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (e) provides other lawful job-related reason(s) for termination of employment; (f) abandons his employment; (g) fails to meet applicable production standards when production standards are applicable; (h) falsifies identification, personnel, medical, production, or other work-related records; (i) fails or refuses to take a drug test, or, (j) commits an act or acts of insubordination, including the failure to regard employer's authority

In the event of termination from medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable cost of transportation and subsistence incurred by the worker to get to the place of employment. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

**PROOF OF CITIZENSHIP:** All workers hired under this order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States

**AGRICULTURAL WORK AGREEMENT:** A copy of the agricultural work agreement contract or the ETA 790 and Attachments will be provided to the worker by the employer no later than on the day the work commences.

**NUMBER OF WORKERS:** The employer expects the total number of workers to be used in this occupation to be ten (10), of which ten (10) will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total work force needs are dependent upon weather, crop conditions, and worker availability.

**OTHER:** The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity Employer and will offer United States workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offers to non-immigrant workers.

**EMPLOYER FURNISHED TOOLS AND EQUIPMENT:** The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work

**TRAINING:** Training will be provided for one day and workers will be allowed one day to reach the production standards of the activity.

**SUBSTANCE ABUSE POLICY:** The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited (Alcohol may be permitted in the housing facility outside of working time.) Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

STATE AGENCY:

AGENCIA ESTATAL:

VIRGINIA EMPLOYMENT COMMISSION

COMISION DEL EMPLEO DE VIRGINIA

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

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

1. Order Number: VA 6020646

1. Numero de la Orden: VA 6020646

2. Name of Employer: OLD Church Sod

2. Nombre del Empleador: OLD Church Sod

3. Location of Employer and Directions:

3. Lugar Y Direccion del Empleador:

See ES (338)
13101 Old Church Rd
New Kent, VA
23124

See ES (338)
13101 Old Church Rd.
New Kent, VA
23124

4. Period of Employment:

4. Perodo de Empleo:

From: 2/28/07 To: 11/20/07

Del: 2/28/07 Al: 11/20/07

5. Work Schedule:

5. Horario del Trabajo:

Hours per Day: 8

Horas por Dia: 8

Days per Week: 6

Numero de dias por Semana: 6

6. Crop and Pay: Sod

6. Cosecha y Pago: Sod

Calculo Anticipado del Sualdo

Table with columns: Crop, Hourly Wage, Unit of Production, Piece Rate, Estimated Hourly Wage

Table with columns: Cosecha, Sueldo, Unidad del Pago, Unidad, Wage

- Planting
Soil Prep.
Cultivate
Harvest
Bonus:

\$ 8.51

- Planting
Soil Prep.
Cultivate
Harvest
Pago Adicional:

\$ 8.51

7. Work Tasks to be Performed:

7. Labores a Desampenar en al Trabajo:

Regular: PLANT, waters, sprays weeds sod, mow grass. Cut, roll and stack Sod

Normales: Planta, riega, rociatespraya) desherba (arranca malas hierbas) del terron (c espes). Corta cespedes,

Alternate tasks and pay during first week in case crop delay (see item 12)

Labores alternativas y pago la primera semana en caso de demora en la cosacha (vease punso numero 12)

Empty box for alternate tasks and pay during first week in case crop delay.

Empty box for alternate tasks and pay during first week in case of delay in the harvest (see item number 12).

8. Transportation Provided:

Yes:  No:

9. Housing can Accommodate  People:

Individual  Family

10. Meals Provided:

Yes:  No:

If yes: Cost per Day:

Workers must do their own Cooking:

Yes:  No:

11. Deductions:

Type	Amount
Social Security	X
Income Tax	X
Meals	X
Transportation	X
Tools	X
Crewleader Charges	X

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:

*Copy of full job order is available for inspection in this office*  
In order for you to be eligible for this guaranteed, you must contract the Job Service Office at:

**Virginia Employment Commission**  
5240 OAKLAWN Blvd  
Hopewell, VA 23860

During the period of:  To

Any Job Service Office will Assist you in doing this.

8. Transportacion Proveida:

Si:  No:

9. Vivendas Disponiblas para  Personas:

Individuos  Familias

10. Comidas Proveidas:

Si:  No:

Si son Proveidas, El costo por Dia:

Los Trabajadores tienen que cocinar sus Comidas:

Si:  No:

11. Deduccionsas:

Type	Amount
Seguro Social	X
Impuestos Sobre Ingrasos	X
Comidas	X
Transportacion	X
Herramientas y Maquinsrias	X
Cargas De Crewleader	X

12. Notas Para El Trabajador:

Una copia de la orden de trabajo completa está disponible para la inspección en esta oficina. El patrón ha garantizado sus primeros salarios de los week's a menos que él notifique el servicio del trabajo de una fecha que comienza más última cerca:

*La copia de la orden completa esta disponible en la oficina para su inspeccion*  
Para usted para ser elegible para este guarenteed, usted debe pongase en contacto con la Oficina De Servicio de Trabajo. en:

**Comision Del Empleo De Virginia**  
5240 OAKLAWN Blvd  
Hopewell, VA 23860

Durante el periodo del  a

Cualquier Oficina De Servicio de Trabajo le asistira en hacer esto.

## NEW KENT COUNTY COMMUNITY SERVICE

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

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

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

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

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

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

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

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

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