VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 3/12/2007

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

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

SUBJECT: Request for Extension of Clearance Order No. VA 6021915

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

dated 3/12/2007 for 27 (No. of Openings), Farmworker, Diversified Crops 407-687-010 (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

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)
David Mann (276) 995-2349
200 Stonby Creek Rd. Ft. Blackmore VA 24250

Industry Code / Código de Industria: 0161
Job Order # / No. Orden de Empleo: VA6021915

Occupational Title and Code / Título Ocupacional y Código: Farm worker, Diversified Crops (Appl)407.687.010

Clearance Order Issue Date / Fecha de Trámite: 3/12/07

Job Order Expiration Date / Fecha de expiración: 7/24/07

2. Location and Direction to Work Site / Dirección del lugar de trabajo
From Ft. Blackmore, 65 North approx. 8 miles; turn right on Rt. 659. Go approx. 2 miles. House is on the left
(see attachment / para más detalles vea ____)

6. Anticipated Period of Employment / Período Anticipado de Empleo
From/ Desde 4/15/07 To / Hasta 11/1/07

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 27

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
(1) House: 5 BR, 1 bath, liv. rm, kitchen
(2) Double Wide: 3 BR, bath, liv. rm., kitchen
(3) Trailer: 2 BR, kitchen, bath, living rm.
(4) House behind Trailer: 7 BR, 2 baths, kitchen, dining room. (on Mann Farm)
(see attachment / para más detalles vea 1)

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana — Total: 40

Sunday / Domingo		Wednesday / Miercoles	8
Monday / Lunes	8	Thursday / Jueves	8
Tuesday / Martes	8	Friday / Viernes	8
		Saturday / Sabado	

9. Collect Calls Accepted/Se Aceptan Llamados a Cobrar: Applicants call Order Holding Office
Employer / El Empleador: Yes ☐ No ☐
Local Office/Oficina Local: Yes ☐ No ☐

4. Board Arrangements / Arreglo de Alojamiento Housing provided without chage to those workers unable to return to their residence the same day. Time for lunch decided by employer. Transportation, utilities, cooking facilities (no charge)
(see attachment / para más detalles vea 1)

5. Referral Instructions / Instrucciones para el Referimiento de Candidatos
Employer agrees to interview all US workers referred by the employment services, local or supply states who have been apprised of terms, condition, Nature of employment. Report Workforce Office (see attachment / para más detalles vea 1)

10 a. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]
Workers lift & load forage crops on wagons to transport to storage. Cultivate harvest fruits and vegetables Will perform manual duties, cultivating, planting, harvesting and loading.
(see attachment / para más detalles vea 1)

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

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas) (see attachment / para más detalles vea ____)

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (bono, ect.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
Forage Crops	$ 8.51	$ NA		Social	X		Weekly / Semanal
Tomatoes	$ 8.31	$ NA		Federal Tax Impuestos Federales	X		
Watermelons	$ 8.51	$ NA		State Tax Impuestos Estatales			Biweekly / cada 2 sem. X
Berries	$ 8.51	$ NA		Meals (comidas)			
	$	$		Other (specify) / Otro			Other / Otro

More Details About the Pay/Más Detalles Sobre el Pago Employee will receive payroll stub each pay period to show hours offered, hours worked, wage rate perhour, starting & quiting time, deductins and net payment
(see attachment / para más detalles vea 1)

12. Transportation Arrangements / Arreglos de Transportación (Please explain) Reimbursement for transportation & daily subsistence from place of recruitment made after 50% of contract period. (on day of 1st work day after 50%)
(see attachment / para más detalles vea 1)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es lo costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estas/este 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 Agricola 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 número de teléfono) Virginia Employment Commission 192 Bristol Rd. Bristol, VA 24209-6129 (276)642-7350

20. Name of Local Office Representative (Include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono) Felix Acosta (276) 642-7350

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, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Título del Empleador: See Agency & Indemnity Agreement Agent

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 al Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y

Attachment # 1 ETA 790 407.687-010
Farmworker, Diversified Crops II (Agriculture)

Item 2: Location & Direction of work site: David Mann, 200 Stoney Creek Rd.
Fort Blackmore, VA 24250
(276) 995-2349

Item 3: Location & Description of housing: From Fort Blackmore, VA 65 North Approximately 8 miles, turn right on Route 659, go approx. 2 miles.

1. House is on the left. House has 5 bedrooms, 1 bath, kitchen and living room
2. From Dunganon VA., Veterans Memorial Hwy. Turn left on Jefferson St. Go 2/10 mile, turn left on 6th St., approximately 475 feet. Double wide on the left (3 bedrooms, bath, kitchen, living room).
3. Behind double wide is a single wide trailer: 2 Bedrooms, kitchen, bath, living room
4. House behind single wide trailer: 7 bedrooms, 2 baths, kitchen, dining room, washer & dryer. (sleeps 20 people)

Item 4: Housing will be provided without charge to those workers who are unable to return to their residence within the same day. In the event that a female is employed and there are no accommodations on the farm for females, then motel accommodations or the equilvalent will be provided. The employer will arrange for transportation from living quarters to the work site each day. Workers will purchase and prepare their own meals. Time for lunch will be decided by the employer. In addition to providing free housing, utilities, cooking and kitchen facilities, employer will provide transportation to and from the store at least once a week for supplies as needed.

Item 5: Employer agrees to interview all U.S. workers referred by the State Employment Services, local or by supply states who have been screened by such employment services offices for:

(1) Availability for entire season

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

Direct interviews with the employer will be acceptable as long as the employee understands that he must comply with the terms of the agreement. He must have legal documents to prove he is eligible to work in the USA and be available for the entire contract period.

Item 8: The normal work day shall be 8 hours per day Monday through Friday. The worker may be requested, but not required, to work 12 hours per day and/or on the Sabbath, depending on the condition in the fields, weather and maturity of the crop.

Item 10: Workers are required to lift and load forage crops (hay & corn) on trailers or wagons fortransporting to storage area for unloading and stacking. Workers must lift containers weighing approximately 40 to 60 pounds. Weed and thin plants, using hoe or spoon-shaped tool. Workers will perform manual duties involved in planting, cultivating and harvesting crops such as peppers, tomatoes, melons, corn, beans and berries. Duties include setting out poles and ties leaves or tendrils of plants. Harvested crops are loaded on trailers or wagons for transporting to storage areas or to market. These crop activities require extensive bending , stooping and lifting for long periods of time. Workers must be willing and able to complete the contract period. May be indentified with task performed, such as vegetables, diversified farmworker.

The worker plants, cultivates, harvests, plants seeds or digs up and transplants seedlings and sets, using hand tools such as hoes and scoops, chops out weeds, thins plants to leave sturdier plants spaced at regular intervals, and hills up soil around plant roots to retain moisture and protect roots from temperature extremes, using hoe. Stacks or packs crop in containers and loads containers on trucks or wagons. May propagate plants in covered cold-frame beds and pull up seedlings to be transplanted. May set up poles, string wires and twine among poles to form trellises, and secure plants and cloth netting to trellis structure to support growing plants and provide shade. May cut or pull away tops, leaves and suckers from plants during growing season. May spray fungicides and pesticides on plants to destroy diseases and insects, using hand or engine-powered pump sprayer. May stack empty harvest containers in field area. May sharpen hoes, using portable grinding wheel and hand file. May be identified with task performed, such as pole setting, raking, suckering and picking, or according to crop, Diversified Crop Farm worker.

The workers are required to lift and load forage crops (hay and corn) on trailers or wagons for transporting to storage area for unloading and stacking.

Workers are expected to begin work early in the morning when crops may be wet with dew. They may required to work during occasional showers not severe enough to stop field operations. Employers will provide workers, without cost to them, appropriate rain gear.

Workers should not have allergies pertaining to ragweed, goldenrod, pesticide sprays or related chemicals.

Persons or workers seeking employment in diversified crops should be available the entire period requested by the grower. Employers are willing to train workers in crop production for a period not to exceed 3 days (24) hours). Workers must possess documentation required to enable employers to comply with the employment vertification requirements of IRCA. The employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform work necessary in the crops as described in this job order.

Item 11: For each pay period all workers hired under this job order will be paid at the rate of $8.51 per hour which is the 2006 AEWR, the minimum wage rate, the applicable prevailing hourly wage rate or by piece rate whichever is higher. Persons working on a piece rate are guaranteed that their total earnings will be at least the AEWR(or higher prevailing rate, if any) for all hours of piece work in the payroll period. If the Worker's piece-rate earnings for a pay period result in average hourly earnings of less than the guaranteed rate, the Worker will be provided makeup pay to the guaranteed minimum rate for each hour worked. Employers will pay a prevailing piece rate in a crop activity should a determination be made that a higher rate is prevailing in the area of employment. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate which is higher than the new AEWR.

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

Workers are paid once a week. Employer agrees to keep and maintain adequate and accurate payroll records. The employer will furnish to the employee, on or before each payday, one or more written statements showing:

(1) Name and payroll identification number;
(2) Work starting and ending time;
(3) Hours worked;
(4) Hours offered (the reason for not working hours offered should be explained either specifically or by a readily identifiable code);
(5) Hourly rate or piece rate; (If piece rate, the number of units produced;
(6) Total earnings;
(7) At the time the worker is actually paid, a check stub or statement may be given which would show: (a) Gross wages; (b) Itemization of all deductions for meals, Social Security, cash advances, etc. (c) Net payment.

The employer will make the following deductions from the individual worker's wages.

a) FICA, b) Advances against wages c) Overpayment of wages d) Any loss to employer due to the worker's negligence (Limited to equipment) e) Federal Income Tax. If, before the expiration date specified in the work order, the service of the workers is no longer required for reasons beyond the control of the employer due to fire, or other Acts of God, such as frost, flood, drought, hail, etc., which makes the fulfillment of the contract impossible, and the RA so certified, the employer may terminate the work order. In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, the worker will be returned to the place from which the worker, without intervening employment, came to work for the employer at the expense of the employer.

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

Item 12: The employer will provide transportation from the place where the employer has provided housing to the actual work site and return at the end of the work day. Such transportation will be without cost to the worker, and the means of transportation shall meet all applicable safety standards. This benefit is not applicable to local workers who are not eligible for employer-provided housing.

Reimbursement for transportation and daily subsistence from place of recruitment for job site will be made under the following conditions:

a) Upon completion of 50% of the job contract period. In this case the payment shall be due on the day no later than the first working day subsequent to the completion of the minimum employment period.

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

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

Upon completion of the job contract period, transportation will be provided from the place of employment consistent with 20 CFR 655.102 (b) (ii).

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

Item 15: Employer will provide workers compensation at no cost to workers covering injury and disease arising out of and in the course of workers employment. Proof of Insurance coverage will be provided to Regional Administrator prior to certification date.

Item 16: Employer will provide without charge, including deposit charge, all tools supplies and equipment necessary to perform duties assigned.

If you dial the agent and there is no answer, call directly to the employer or the Virginia Employment Commission. (See Item 19, ETA 790)

Felix Acosta
192 Bristol East Rd.
Bristol, VA 24203
(276) 642-7350

David Mann
200 Stoney Creek Rd.
Ft. Blackmore, VA 24250
(276) 995-2349

I request access to the Conditional Clearance System for temporary Agricultural Housing. Such housing will comply with the full set of U.S. Dept. of Labor guidelines or Occupational Safety and Health Administration by 3-15-07 (30 calendar days) prior to my date of need.

LD
Agent

We expect the total number of workers we will use in the occupation of the/these crop activities to be the same number for which certification is requested.

LD
Agent

This is to certify that Louise Dickens is filing this job order as Agent for the grower whose name is attached.

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

LD
Agent

Grower assures that an Agricultural Work Agreemnet or the ETA 790 and attachments will be given to the worker no later than on the day work commences.

Louise Dickens
Agent

AGENCY AND INDEMNITY AGREEMENT VA

This agreement entered into by and between Louise Dickens (hereinafter "Agent" and _____hereinafter "Producer).

WITNESSETH THAT:

INASMUCH as the Agent is qualified and capable of rendering all services necessary to obtain domestic and/or supplementary foreign workers to meet the seasonable labor requirements of the Producer, and INASMUCH as the producer desires to avail himself of the services of the Agent, NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:
In consideration of the payment by the Producer of the specified amount and such other costs as are assessed for providing the services requested by the Producer and for other good and sufficient considerations, the AGENT AGREES:
(1) To take all necessary steps to prepare and process all documents, and to arrange for the processing of all forms and documents required pursuant to the regulations of the Dept. of Labor and the U.S. Immigration and Naturalization Service to obtain domestic and/or supplementary farm labor from the Republic of Mexico.
(2) To undertake recruitment (interview, hire and assign workers), through such procedure as may be established, for the purpose of recruiting the required number of supplementary farm laborers from the domestic and/or the Republic of Mexico.
(3) To maintain directly or through a designated representative, all contracts with the Virginia Employment Commission, the U.S. Dept. of Labor, and the U.S. Immigration and Naturalization Service necessary to effectuate the purpose of this agreement.

THE PRODUCER AGREES:

(1) To comply with the terms and conditions of the contract entered into between the workers and the Producer.
(2) To comply with all reasonable polices which are essential for the proper operation of the program to obtain domestic farm workers and/or to import farm labor from the Republic of Mexico.
(3) To pay any legal and any other expenses incurred defending or prosecuting any litigation, or administrative complaint.

IN WITNESS WHEREOF, the parties herto have affixed their hand and seal this___Day of___ , _____.

By: Louise Dickens
Agent

By: _____
Producer

Work Rules

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

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

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

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.

2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Employer will test for drugs upon suspicion of use.

3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7AM. Three days' absence will constitute abandonment of employment and worker will be terminated.

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.

5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.

6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.

7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.

9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.

10. Workers may not take unauthorized breaks from work.

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

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

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

14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.

15. Workers may not deliberately restrict production, damage plants or bruise fruit.

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

17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.

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

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

20. Workers will not falsify identification, personnel, medical, production or other work-related records.

21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.

22. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.

23. Workers must not misuse or remove from the farm premises without authorization any employer-owned property.

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

25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.

26. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

    First offense: oral warning and correction
    Second offense: written warning and unpaid leave for balance of pay
    Third offense: immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

NORMAS DE TRABAJO

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

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

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

1. Cualquier trabajador que haga mal trabajo podrá ser suspendido sin pago por el resto del día de trabajo o por hasta tres días según la decisión de su supervisor, dependiendo del grado de la infracción, antecedentes de trabajo del trabajador y otros factores pertinentes. Despido del trabajador podría resultar de cualquier ofensa posterior.

2. No se permite ningún uso o posesión de cerveza, licor, o drogas ilegales durante el tiempo de trabajo o durante cualquier día de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no deben reportarse al trabajo mientras estén bajo la influencia de cerveza, licor o drogas ilegales. Los empleados pueden ser despedidos por uso excesivo de alcohol, embriaguez y/o conducta indisciplinada en la vivienda después de las horas de trabajo. Drogas ilegales no se pueden usar, vender, fabricar o guardar en ninguna propiedad del patrón, incluyendo las viviendas.

3. No se permitirán ausencias excesivas. Este es trabajo regular, de todos los días, en el cual se espera que todos los empleados estén presentes, capaces y dispuestos a trabajar todos los días de trabajo. Este no es trabajo esporádico ni "a jornal." Tardanzas excesivas o repetidas no serán permitidas. Cualquier ausencia del trabajo debe ser reportada antes de las 7 A.M. Tres días de ausencia significa abandono del empleo y el trabajador será terminado(perderá el empleo).

4. Los trabajadores deben mantener limpias y en buen estado las áreas de vivienda que se les provean, teniendo en cuenta lo que sea desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus áreas de vivienda en el mantenimiento de las áreas de cocina y vivienda. No se permiten animales(mascotas) de ninguna clase.

5. Todos los carteles requeridos por las leyes federales y estatales estarán fijados en cada vivienda. No se pueden quitar, desfigurar o modificar de ninguna manera. Los trabajadores que quieran copias se las pueden pedir al capataz(supervisor).

6. Todas las viviendas deben ser cerradas con llave cada mañana antes de ir al trabajo. Las luces y calefacción que no sean necesarias deben ser apagadas; las puertas y ventanas cerradas en caso de lluvia, y para preservar la calefacción.

7. Los trabajadores que vivan en viviendas con literas no las pueden desmontar ya que el espacio del piso es necesario para todos los ocupantes.

8. Los trabajadores que viven en las viviendas del patrón no pueden cocinar en los dormitorios o en cualquiera otra área que no sea la cocina. El patrón proveerá los aparatos y artículos para cocinar.

9. Los trabajadores no deben tirar papeles, latas, botellas ni otra basura en los campos, el área de trabajo, ni en el área de vivienda. Se deben usar los recipientes para basura y desperdicios.

10. Los trabajadores no deben tomar descansos no autorizados durante horas de trabajo.

11. Los trabajadores no deben salir del campo u otra área de trabajo asignada sin permiso del patrón o de la persona encargada.

12. Los trabajadores no deben entrar a la propiedad del patrón sin autorización.

13. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, ni continuar trabajando después de la hora de terminar.

14. Los trabajadores que viven en las viviendas del patrón no deben tener visita después de las 10:30 p.m. excepto los sábados por la noche cuando las horas de visita terminan a medianoche. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrón, debe dormir en los dormitorios.

15. Los trabajadores no deben limitar la producción a propósito, dañar la fruta excesivamente o intencionalmente..

16. Cualquier trabajador que amenace físicamente a otro trabajador, al patrón o al supervisor con cualquier herramienta o arma será despedido inmediatamente.

17. Cualquier trabajador que se descubra que lleve, use o tenga en su posesión cualquier arma peligrosa será despedido inmediatamente.

18. Los trabajadores podrán ser despedidos por cualquier pelea que tengan en la propiedad del patrón, incluyendo el área de vivienda, a cualquier hora.

19. Cualquier trabajador que le robe a otro trabajador o al patrón será despedido.

20. Los trabajadores no deben falsificar documentos de identificación, personal, médicos, de producción, ni otros documentos relacionados al trabajo.

21. Los trabajadores no deben intencionalmente abusar o destruir cualquier maquinaria, camión u otro vehículo, equipo, herramientas u otra propiedad del patrón o de otros empleados.

22. Los trabajadores no deben operar o usar camiones ni otros vehículos, maquinas, herramientas o otro equipo si no se les ha sido asignado específicamente por su supervisor. Los trabajadores no deben usar u operar camiones ni otros vehículos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente autorizados por el patrón.

23. Los trabajadores no deben maltratar ni remover del área de la finca, sin autorización de su supervisor, ninguna propiedad del patrón.

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

25. Los trabajadores deben obedecer las instrucciones del supervisor. Insubordinación es causa para el despido.

26. Los trabajadores que violen las normas de trabajo serán disciplinados de la siguiente manera:

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

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER:__VA 6021915_____

2. NAME OF EMPLOYER: David Mann

3. LOCATION OF EMPLOYER AND DIRECTIONS:
   (See ES 338)

4. PERIOD OF EMPLOYMENT:
   FROM 04-15-07to 11-01-07

5. WORK SCHEDULE:
   HOURS PER DAY_8_ DAYS PER WEEK _5

6. CROP AND PAY:

CROP:	tobacco and cabbage
HOURLY WAGE:	$8.51 or '07 AEWR
PIECE RATE:	N/A

7. WORK TASKS TO BE PERFORMED:
Plant, cultivate & harvest strawberries, bell peppers, cucumbers & tomatoes. Prepare beds & cover beds with sheets of cloth for protection. Prepare crops shipment to include packing and loading on trucks and trailers.

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

9. HOUSING CAN ACCOMODATE_27_ PERSONS
   ___x____INDIVIDUAL
   _____FAMILY

10. MEALS:

   PROVIDED:_____YES____x____NO

   IF YES: COST PER DAY ___n/a_____
   (See item 13 in Job Order)

   WORKERS MAY DO THEIR OWN COOKING:

   _____x_____YES_____NO

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX
INCOME TAX	XXXXXX
TRANSPORTATION	NONE
TOOLS & EQUIPMENT	NONE

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMBERO DE LA ORDER:__VA 6021915_____

2. NOMBRE DEL EMPLEADOR: David Mann

3. LUGAR Y DIRECCION DEL EMPLEADOR:
   (See ES 338)

4. PERIODO DE EMPLEO:
   DEL 04-15-07 al 11-01-07

5. HORARIO DE TRABAJO:
   HORAS POR DIA 8__ NUMERO DE DIAS POR SEMANA _5_

6. COSECHA Y PAGO:

COSECHA	califor a tabaco
SUELDO POR HORA	$8.51 o '07 AEWR
PAGA POR UNIDAD:	N/A

7. LABORES A DESEMPENAR EN EL TRABAJO:
Planta, cultive & recoger fresas, pepinos, chilis, & tomates. Prepara la tierra & cubria las verduras para proveer protectión. Cagar las verduras en camiones para transporte al mercado.

8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA__x___SI_____NO.

9. VIVENDA DISPONIBLE PARA 27__ PERSONAS:
   _____x_____INDIVIDUOS
   _____FAMILLAS

10. COMIDAS PROVISTAS:

   _____SI_____x_____NO

SI SON PROVISTAS, EL COSTO POR DIA SERA ____n/a_____ (Vea Num.13 en la Orden de Trabajo)

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS____x_____SI_____NO

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX
IMPUESTOS SOBRE INGRESOS	XXXXXX
TRANSPORTACION	NO
HERRAMIENTAS Y MAQUINARIA	NO

SUMA COBRADA POR EL

CREWLEADER CHARGES NONE

12. NOTES TO WORKERS:

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

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by _04-01-07_____.

In order for you to be elible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION
Bristol, Virginia 24203
276-642-7350

During the period of _____04-01-07 to 04-07-07___.
Any Job Service office will assist you in doing this.

CONTRATISTA DE TRABAJADORES AGRICOLAS ____NO____

12. NOTAS PARA EL TRABAJADOR:

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

El empleador ba garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sea a más tardar el___04-01-07_____.
Para que Ud pueda tener derecho a esta garantia de pago, tendrá que ponerse en contacto con la Oficina del Servicio de Empleo en el:

VIRGINIA EMPLOYMENT COMMISSION
Bristol, Virginia 24203
276-642-7350

Durante el periodo el 04-01-07____al__04-07-07_____.
Cualquier Oficina del Servicio de Empleos le asistira en hacerto.

COMMUNITY SERVICES

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

SCOTT COUNTY HEALTH DEPARTMENT
GATEY CITY, VA
TELEPHONE: 540-452-4201

SCOTT COUNTY DEPARTMENT OF SOCIAL SERVICES
GATE CITY, VA
TELEPHONE: 540-386-3631

MIGRANT HEALTH NETWORK OF SOUTHWEST VIRGINIA
P.O. BOX 95
EMORY, VA 24327
TELEPHONE: 540-944-4455

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

EMERGENCY SERVICES

SCOTT COUNTY LIFE SAVING CREW
TELEPHONE: 540-386-3641

NICKELSVILLE VOLUNTEER FIRE DEPARTMENT
540-479-2919

SHERIFF

SHERIFF'S OFFICE
140 KANE STREET
GATE CITY, VA
TELEPHONE: 540-386-9111

HOSPITAL

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

NICKELSVILLE MEDICAL CENTER
NICKELSVILLE, VA 24371
TELEPHONE: 540-467-2201

LEGAL ASSISTANCE

VA FAMRWORKER ASSISTANCE PROJECT
LEGAL AID BUREAU
P.O. BOX 306
36314 LANKFORD HIGHWAY
BELLE HAVEN, VA 23306
TELEPHONE: 1- 800-455-8207

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