

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 3/15/2007

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 6031478

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 3/15/2007 for 2, Farmworker Diversified Crops 407-687-010
(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 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 Processamiento 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) The Cabbage Farm 1020 Regional Airport Rd. Broadnax, VA 23920 (434) 751-1927 c/o ILMC, Labor Consultant 230 Cameron Ave. P.O. Box 630 Vass, NC 28394 Ph: (910) 245-4808 Ex: (910) 245-3837	Industry Code / Código de Industria Job Order #: No. Orden de Empleo 6031478
2. Location and Direction to Work Site / Dirección del lugar de trabajo Mecklenburg County in the state of VA (see attachment / para más detalles vea <u>2</u>)	Occupational Title and Code / Título Ocupacional y Código 407.684-010 Farmworker, Diversified Clearance Order Issue Date / Fecha de Tramite: 3/15/07 Job Order Expiration Date / Fecha de expiración: 7-10-07 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/Desde: <u>4/16/07</u> To/Hasta <u>8/31/07</u> 7. No. of Worker's Requested / No. de Trabajadores Pedidos 2
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Mobile Home Total Capacity 2 1020 Regional Airport Rd., Broadnax VA 23920 (see attachment / para más detalles vea <u>3</u>)	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: <u>40</u> Sunday / Domingo <u>0</u> Wednesday / Miércoles <u>7</u> Monday / Lunes <u>7</u> Thursday / Jueves <u>7</u> Tuesday / Martes <u>7</u> Friday / Viernes <u>7</u> Saturday / Sabado <u>5</u> 9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes___ No <u>X</u> Local Office / Oficina Local Yes___ No <u>X</u>
4. Board Arrangements / Arreglo de Alojamiento (see attachment / para más detalles vea <u>4</u>)	
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos (see attachment / para más detalles vea <u>5</u>)	
10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box) Workers will plant, cultivate and harvest all vegetable crops listed in the job order. Workers will harvest crops according to supervisor's instructions. <u>SEE ETA 790 ATTACHMENTS</u> (see attachment / para más detalles vea <u>10</u>)	
10a. Descripción del Trabajo (Summary of Material Job Specifications in SPANISH must be included inside this box) (see attachment / para más detalles vea <u>10</u>)	

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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza/Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciones	YES	NO	Pay Period Periodo de Pago
Farm Labor	\$ 9.02	\$		FICA	*X		Weekly /
	\$	\$		Federal Tax	*X		Semi-annual <u>X</u>
	\$	\$		State Tax	*X		Bi-Weekly /
	\$	\$		Meals (comidas)		X	cada 2 sem. _____
	\$	\$		Other (specify)		X	Other / Otro _____

More Details About the Pay / Más Detalles Sobre el Pago

*excludes H2A workers

(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 Agricolas 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?

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

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

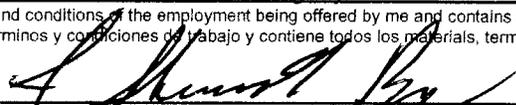
19. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

Virginia Employment Commission
910 North Mecklenburg Ave.
South Hill, VA 23970 Ph: (434) 447-8700

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

Eve Bagley Ph: (434) 447-8700

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



Owner

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

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

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room 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 Employers: The Cabbage Farm; 1020 Regional Airport Rd. Broadnax, VA 23920

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. 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 and intrastate (in state) applicants and interstate (out of state) applicants are to contact Sherwood Boze at (434) 751-1927, Monday through Friday's between the hours of 9:00 am and 4:00 pm. Employer will interview the person for 1) Availability for entire season, 2) Available transportation to the job site, 3) Has been fully appraised by the local employment services of the terms and conditions of employment. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation. Those that apply direct will be welcomed and accepted. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to work.

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

11. Job Specifications:

Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.

Cucumbers, Sweet Corn, Okra, Squash, Bell Pepper, Eggplant, Long, Hot Peppers, Tomatoes, Cherry Tomatoes, Green Beans, Lima Beans, Peas, Blackberries, Strawberries, Beets, Onions, Turnips, Radish, Jalapeno Pepper, Cuban-L, Banana Peppers, Carrots, Roma Beans, Herbs: Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately forty (40) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities for tomatoes may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Watermelons, Honey Dew, Pumpkins, Gourds, Melons, and Cantaloupes: Workers will walk along rows and cut melons according to size, color, shape and degree of maturity using a knife. May carry to trailer or windrow. Other conditions, same as above. The pay rate for watermelons and cantaloupes is hourly paid.

Collard, Kale, Mustard Greens Lettuce, Spinach, Broccoli, Cauliflower, Turnip Greens, Chard, Cresses: Workers will cut mature bunches of collard, kale and mustard greens using knife as specified by employer. Products will then be placed into sacks or boxes and placed on trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment. Workers will be required to stay on their assigned row. All collard, kale and mustard green work will be hourly paid.

Potatoes and Sweet Potatoes: Workers will walk along row, which has been previously plowed. Will bend over, scratch dirt and pick out potatoes. Potatoes which are one (1) inch in diameter and larger will be placed in 5/8 bushel buckets. Potatoes smaller than one (1) inch in diameter are discarded in the row middle. Filled buckets are taken to trucks or trailers for dumping. Workers will receive ticket or token for each bucket and return to assigned row to continue work. Worker must carefully handle potatoes and avoid bruising. Workers will be required to stay on their assigned row.

Asparagus: Move along assigned row, stooping, bending, and reaching to break asparagus spears at ground level. May operate self-propelled harvesting aid on which workers ride while stooping to break spears at ground level. Spears which are less than 1/4 inch in diameter (measured at butt) are discarded. Spears over 1/4 inch in diameter which exceed 7 1/2 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specifications will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. All asparagus work is hourly-paid.

Hay and Straw: Move along rows of previously baled hay and straw, bending, stooping and lifting 30 to 60 lb. bales. Load and stack bales onto a truck or trailer, move tractor or truck in the field incidental to loading. Worker may unload and restack for storage. All hay and straw work is hourly-paid.

Tractor Operation During Field Operations

During field operations, workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

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

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 5 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 35 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. All other duties assigned under this order will be those duties of Farmworker Vegetable, DOT Code 404.687-010. 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.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. Work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of employment, he will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm 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.

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

A. The employer will make the following deductions from the Worker's wages. FICA taxes and 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.

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 Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system \$9.02 per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.

F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker

the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages, if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number

12. Transportation:

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, employers 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 employers 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 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 employers reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$9.52 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 provide free transportation from the housing site to the worksite and return. 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) fails to keep up with fellow workers h) falsifying identification, personnel, medical, production or other work related records. i) fails or refuses to take a drug test. j) commits acts of insubordination. "Reason beyond employer's control" includes termination of worker, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination

D. Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

E. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

F. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

G Training: There will be a short demonstration period of 3 days, starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, the proper color of produce, or particular grading specifications. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period, the employer will expect all workers possess the skills to work in the production of the crops noted in Item II. For purposes of this section seven or more hours will be considered one day.

H. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.

I). U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations

J. Employer agrees to abide by the regulations at 20 CFR 655.103, 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. 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: The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

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

Agency VA Employment Comm

Agencia Estatal VA Employment Comm

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

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

Order Number: VA 6031478

1. Numero de la Orden: VA 6031478

2. Name of Employer: THE CABBAGE FARM

2. Nombre del Empleador: THE CABBAGE FARM

3. Location of Employer and Directions:
1020 REGIONAL Airport
Broadway VA 23920

3. Lugar y Direccion del Empleador:
1020 REGIONAL Airport
Broadway VA 23920

4. Period of Employment:
From 4-16-07 To 8-31-07

4. Periodo de Empleo:
Del 4-16-07 Al 8-31-07

5. Work Schedule:
Hours per day 8 Days per week 5 1/2

5. Horario del Trabajo:
Horas por dia 8 Numero de dias por semana 5 1/2

6. Crop and Pay:

6. Cosecha y Pago:

crop	Hourly Wage	Unit of Production	Piece Rate	Estimated Hourly Wage
<u>vegetables</u>	<u>902</u>			

Cosecha	Sueldo por Hora	Unidad de Produccion	Pago por unidad
<u>verduras</u>	<u>902</u>		

Calculo Anticipado del Sueldo por Hora _____

7. Special Instructions: _____

Pago Adicional: _____

Work tasks to be performed:

Regular: PREPARE PLANT + PREPARE
FIELDS FOR PLANTING
HARVEST BY HAND

7. Labores a desempeñar en el trabajo:

Normales: PREPARAR LAS CAMAS, LA
TIERRA plantar, cultivar, y
PISCAR el ~~trabajo~~ VERDURAS
2 MANO

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

PREPARE FIELDS + BARRS
moving STAKES from FIELDS
REPAIRING fences + OTHER
relating WORK to the FARM

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

PREPARAR LA TIERRA, LA GRANJA
LIMPIAR LA LABOR, MANTENER
LA CERCA y cualquier otro
Labores

8. Transportation provided: yes <input checked="" type="checkbox"/> no <input type="checkbox"/>	8. Transportacion Proveida: si <input checked="" type="checkbox"/> no <input type="checkbox"/>																												
9. Housing can accomodate _____ number of people individual <input checked="" type="checkbox"/> family <input type="checkbox"/>	9. Viviendas disponibles para _____ persona individuos <input checked="" type="checkbox"/> familias <input type="checkbox"/>																												
10. Meals: Provided: yes <input type="checkbox"/> no <input checked="" type="checkbox"/> If yes: Cost per day _____ Workers must do their own cooking yes <input checked="" type="checkbox"/> no <input type="checkbox"/>	10. Comidas Proveidas: si <input type="checkbox"/> no <input checked="" type="checkbox"/> Si son proveidas, el costo por dia sera _____ Los trabajadoras tienen que cocinar sus comidas si <input checked="" type="checkbox"/> no <input type="checkbox"/>																												
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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 4-5-07. In order for you to be eligible for this guarantee, you must contact the Job Service office at

Virginia Employment Commission
910 N. Mecklenburg Avenue
PO Box 485
South Hill, VA 23970
Phone: 434-447-8700
Fax: 434-447-5842

during the period of 4-7-07 - 4-11-07
 any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR

Una copia de la orden completa esta dispon en esta oficina gara su inspeccion.

El empleador ha garantinado al pago por su primera semana de empleo, a menos que el notifique al Servicio de Empleos que la fec de comenzar a trabajar sera atrasada, y 'que tal notificacion sea a mas tardar el 4-5-07. Para que Ud. pueda ten derecho a esta garantia de pago, tendra que comunicarse cen la Oficina del Servicio de Empleos en el

Virginia Employment Commission
910 N. Mecklenburg Avenue
PO Box 485
South Hill, VA 23970
Phone: 434-447-8700
Fax: 434-447-5842

durante el periodo del 4-7-07 al 4-11-07
 Cualquier Oficina del Servicio de Empleos le asistira en

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 DISCIPLINAR 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 OBEEDIENCIA A TODAS LAS REGLAS DISCIPLINARIAS 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 30 DIAS, 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 5 TARDANZAS EXCESIVAS INJUSTIFICADAS EN UN PERIODO DE 30 DIAS 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 PRONTO COMO SEA POSIBLE.EL 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 CÔMPROMETA A SU PATRON O A ELLOS POR LA VIOLACION DE ALGUNA LEY LOCAL ESTATAL O FEDERAL.

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 must perform their assigned work in a careful, workmanlike manner in accordance with the provision 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 a 30 day period. 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 5 unexcused tardies in a period of thirty days.
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 10:30 p.m. except on Saturday night on which guest hours end at 12:00 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 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 12:00 PM on Saturday night.
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.