

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 4/6/2007

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 6040511

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 4/6/2007 for 10, Farmworker, Christmas Trees 451-687-010
(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 C. Abraham
(signature)

* * * * *

DATE _____

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

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)



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) Greg Sexton P.O. Box 1235 - 1616 Hwy 16S., Jefferson, North Carolina 28640 336/246-8494	Industry Code / Código de Industria 0811	Job Order # / No. Orden de Empleo VA6040511
2. Location and Direction to Work Site / Dirección del lugar de trabajo Various Counties in SW VA, USA (see attachment / para más detalles vea _____)	Occupational Title and Code / Título Ocupacional y Código 451.687-010 Farmworker: Christmas Tree	
3. Location and Description of Housing / Dirección y Descripción de la Vivienda See Addendum for Description of Housing at each farm location. (see attachment / para más detalles vea _____ 14 _____)	Clearance Order Issue Date / Fecha de Tramite: 4/6/07 Job Order Expiration Date / Fecha de expiración: 8/23/07	
4. Board Arrangements / Arreglo de Alojamiento See Section 13 and Housing Rules of the Attachment for Description of Board Arrangements. (see attachment / para más detalles vea _____ 13 _____)	6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/Desde: 5/6/07 To/Hasta 12/10/07	
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos See Section 15 of Attachment for Description referral instructions. (see attachment / para más detalles vea _____ 15 _____)	7. No. of Worker's Requested / No. de Trabajadores Pedidos 10	
10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box) Cultivating and harvesting Christmas evergreen trees. Remove brush, ferns and other growth from planted area using tractor, mattock, and brush hook. May scatter fertilizer pellets over planted area by hand. Shear tops and limb tips from trees, as specified by supervisor to control growth and improve shape. Selects trees for cutting according to markings. Will cut trees using chain saw or axe. Drag trees that range in weight from 50 to 100 lbs. from cutting area and lift onto tree bailer to be bailed. Will load trees onto trucks for transport. (see attachment / para más detalles vea _____ 11 _____)	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 40 Sunday / Domingo 0 Wednesday / Miércoles 7 Monday / Lunes 7 Thursday / Jueves 7 Tuesday / Martes 7 Friday / Viernes 7 Saturday / Sabado 5	
10a. Descripción del Trabajo (Summary of Material Job Specifications in SPANISH must be included inside this box) (see attachment / para más detalles vea _____ 11 _____)	9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes ___ No <input checked="" type="checkbox"/> Local Office / Oficina Local Yes ___ No <input checked="" type="checkbox"/>	

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
Christmas Trees	\$ 9.02/Hr.	\$		FICA	*X		Weekly / Semi-annual X
	\$	\$		Federal Tax	*X		
	\$	\$		State Tax	**		Bi-Weekly / cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)		X	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago

** if applicable
*excludes H2A workers

See Section 9 of Attachment for full disclosure of crops and pay rates.

(see attachment / para más detalles vea 9)

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

See Section 17 of Attachment for full disclosure of Transportation Arrangements.

(see attachment / para más detalles vea 17)

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)?

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 Agricola para cada actividad?

(see attachment / para más detalles vea _____)

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 _____
*if applicable excludes H-2A workers

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

NONE / NINGUNO

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

NONE / NINGUNO

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

VA Employment Service

192 Bristol East Road
Bristol, VA 24203

Tel. (540)669-3101

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

Felix Acosta (540) 669-3101

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

Executive Director

North Carolina Growers Association, Inc., Agent

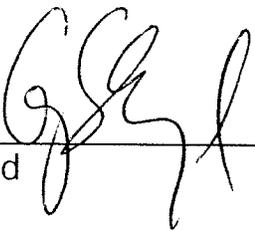
READ CAREFULLY: In view of the statutorily established basic function of the employment service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers (neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained 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 el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte.

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington DC 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134).

CONDITIONAL ACCESS

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

Signed  _____

Date 3/20/08 _____

ATTACHMENT TO ETA 790

Workers recruited under this Job Order are recruited to work on the listed employer's farm in the certified occupation during the period of employment shown in Item 5

9 Wage Rates, Special Pay Information and Deductions

All work will be paid the adverse effect wage rate (AEWR) of \$9.02 per hour

The employer will apply the prevailing hourly rate in a crop activity for which an hourly rate is specified if DOL determines that a higher hourly rate is prevailing in the crop activity in the area of intended employment than the hourly rate specified herein once the prevailing wage survey has been certified by the appropriate national office of the US DOL and disclosed to the employer in writing by certified mail. In the event the DOL promulgates a new AEWR during the recruitment or work contract period which is higher or lower than the AEWR herein, the higher AEWR or, at the discretion of the employer, lower AEWR, will become the guarantee.

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

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. No deduction not required by law will be made that brings the workers hourly earnings below the Federal statutory minimum wage.

As per an order entered by Wake County Superior Court Judge Howard Manning on March 10, 2006 in the case Garcia-Alvarez v. North Carolina Grower's Association, File No. 04 CVS 14949, the employer will comply with the following provisions in 2006 and 2007

All visa and visa interview costs are paid by the employer. No recruitment fees shall be paid by employees. All employees' border crossing and transportation costs from place of recruitment to the work site will be paid by the employer on or before the first payday.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the period during which the work contract and all amendments thereto are in effect, beginning with the first workday after the workers' arrival at the assigned Employers place of employment and the worker is ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract or any extensions thereof or upon the termination of this employment as provided in paragraph C below. For purposes of this guarantee, a "workday" consists of seven hours daily Monday through-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, Washington's birthday, 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, at the conclusion of the work agreement, the worker has been offered less employment than required under this guarantee, the employer will pay the worker, at the worker's average hourly rate for the hours actually worked by the worker, for those hours in addition to the hours of work offered, required to fulfill the guarantee. In determining whether this guarantee of employment has been fulfilled, the employer will count as hours of work offered all hours actually worked. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hours per day. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible U.S. workers who apply during the first 50 percent of the contract period.

C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effected, 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 Bristol local office of the VEC 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, 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.

10 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 of 7 hours per day Monday through-Friday and 5 hours on Saturday is normal. Workers may be requested to work up to 10 hours per day depending upon the conditions in the fields and maturity of the crops, but will not be required to work more than 7 hours on Monday through Friday and 5 hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time. Workers should expect occasional periods of little or no work.

because of weather, crop or other conditions beyond the employers control. These periods can occur anytime throughout the season.

11 Job Specifications:

Planting, cultivating, and harvesting Christmas evergreen trees on a Christmas-tree farm. Removes brush, ferns, and other growth from planting area using tractor, mattock, and brush hook. Plants seedlings, using mattock or dibble. May scatter fertilizer pellets over planted area by hand. May spray herbicides or pesticides. Shears tops and limb tips from trees, as specified by supervisor to control growth, increase limb density, and improve shape. Selects trees for cutting according to markings or size, species, and grade, and fells trees using axe or chain saw. May drive trucks or tractors to transport trees from the field to central loading areas. Drags out cut trees from cutting area, runs trees through tree bailer, and loads trees into trucks for transport.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS. Field work begins at assigned time shortly after daylight. Field work begins at assigned time shortly after daylight. Work is considered heavy labor. Work is performed during snow, cold and in damp weather, temperatures ranging from 90 degrees to -10 degrees F. Workers will work on their feet in bent position for long periods of time. Work is considered heavy labor. Workers are not required to provide any special equipment other than the necessary clothing to protect themselves from snow, cold and damp weather. Employer provides all safety and special equipment when needed. Must lift 50 to 100 pound trees. 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, and grounds, set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc.. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work can not and will not be tolerated.

Job 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.

Full Crop Commitment. This is regular work, seven hours per day Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required seven hours per day Monday-Friday, and five hours on Saturday.

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 guarantee discussed below and will not receive certain transportation reimbursements discussed below and will not be eligible for rehire. 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. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

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

13. 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.

14. **Terms and Conditions for Housing:** Please refer to the Addendum attached for a Summary of Employment and Housing.

Housing will be provided at no cost to workers who live beyond commuting distance and are unable to reasonably return to their place of residence the same day. Housing is not provided and is not available to non-workers. If a worker entitled to employer-provided housing elects not to live in the employer-provided housing, the worker must make this election in writing on a form provided by the employer. The following paragraphs describing the terms and conditions of housing apply only to workers occupying housing provided by the employer.

If necessary, daily transportation will be provided at no cost from employer-provided housing to the daily work site and return for workers who occupy employer-provided housing. Workers who occupy employer-provided housing may have mail directed to them at the employer's address on the attached addendum, and will be provided a name and telephone number for use in contacting the worker in case of emergency. This information will be posted at the housing facility.

Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided.

There is no charge for housing or utilities to workers provided housing by the employer. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement cost of damaged or lost property may be deducted from the workers wages. Employer-provided housing is equipped with kitchen facilities, cooking utensils and similar items for the use of residents. Kitchen facilities and utensils will be shared by all residents of the housing unit. Special circumstances will be disclosed in writing.

Housing will be kept clean and in compliance with OSHA farm labor camp standards when occupied. The housing must remain in compliance with OSHA standards during the period of occupancy. Residents are responsible for compliance with applicable OSHA standards. Residents are required to report any compliance problem with the housing to the employer or supervisor immediately upon discovery. Residents must not take any action to deliberately cause the housing or the grower to be out of compliance with any federal, state or local regulation. The employer, who is ultimately responsible for ensuring compliance, retains the right to inspect the housing to assure compliance with OSHA standards.

Access to housing by Job Service outreach workers and other authorized government personnel in the exercise of their official duties is permitted. Non-governmental outreach workers, social service providers and other visitors will be permitted in the common area and other parts of the housing premises provided their presence does not disrupt nor interfere with the right of quiet enjoyment of other residents. Where there is no common area, the employer will ensure that an appropriate location at the place of employment for such visits is provided. Visitors who disrupt

residents' quiet enjoyment of their housing will be required to leave the premises. Commercial solicitation will not be permitted. Visitors soliciting or engaging in illegal activity will be reported to law enforcement authorities and required to leave the premises.

The housing provided is group housing. All residents must be mindful of the right of other residents for quiet enjoyment of the housing. For the protection of the employer and the employer's property, and to assure the comfort of all residents, the employer has developed housing rules which are posted in all housing units. All residents and visitors will be required to comply with these housing rules. Violators of the housing rules will be subject to disciplinary action, up to and including termination of employment and removal from the housing.

15 The referral under this job order from the Applicant Holding Office is to be made to the.

North Carolina Growers Association
P. O. Box 417
Vass, NC 28394
(910)245-2969

All local and intrastate(in state) applicants may be referred directly to the NCGA for interview. All interstate(out of state) applicants interested in this job offer should first contact the Virginia Employment Commission Job Service office, Bristol, VA prior to contacting the NCGA. **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 go to work. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers not providing this required documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.** Growers will accept referrals or applications from any source

Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation

17 Transportation:

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

The following paragraphs pertain only to workers who are not reasonably able to return to their place of residence the same day.

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

The Employer will reimburse workers who complete 50 percent of the work contract period and who are not reasonably able to return the same day to their place of residence for the reasonable cost of transportation and subsistence from the place of recruitment to the place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place of recruitment to the place of employment, not to exceed the most economical and reasonable common carrier transportation cost for the distance involved. The employer reserves the right to arrange charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation.

For workers who complete the work contract, the Employer will provide or pay for the worker's reasonable cost 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. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses to the place of recruitment. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers who do not avail themselves of employer-provided return transportation, when available, will forfeit their right to return transportation.

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he can not perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 50 percent rule in 20 CFR 655.103(e).

Daily subsistence reimbursement will be paid in accordance with regulations at 20CFR 655.102(b)(5) to workers who are eligible for reimbursement of transportation costs. Subsistence reimbursement shall be limited to \$10.50 per day for workers who do not produce documentation of actual expenses.

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, three consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Grower and secure permission for necessary absences; g) falsifying identification, personnel, medical, production or other work related records; h) fails or refuses to take a drug test; i) 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 North Carolina 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. Workers must report all injuries and illnesses to their employer and the North Carolina Growers Association immediately at 1-800-559-8745. 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 (3 day training period) to familiarize workers with job specifications and to demonstrate proper preharvest and harvest methods. After completion of the demonstration period, the employer will expect all workers perform their work with diligence.

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 All workers will 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 worker will be assigned to be employed under the terms of the Agreement at the farming operation listed on the ETA750/790. The Worker will be informed of the name and address of the first on or before the first day of his Period of Employment hereunder.

L NCGA 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.

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

N For US workers covered by 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

O. SUBSTANCE ABUSE POLICY: The NCGA 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. 2007ordXMASM flsa mod Sexton wps

WORK RULES

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

1. Workers who perform fraudulent or sloppy work, as defined under Job Specifications, will be suspended without pay for the remainder of the workday or for up to three days in the sole judgment of the supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provisions of the work contract.
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: Three consecutive days of unexcused absences or five 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 4 unexcused tardies in a row or 7 unexcused tardies in a period of thirty days.
4. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on employer's premises. Trash and waste receptacles must be used.
5. Workers may not take unauthorized breaks from work. This includes personal cell phone calls during work hours.
6. Workers may not leave the field or other assigned work area without permission of grower or supervisor in charge.
7. Workers may not enter employer's premises without authorization.
8. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless expressly authorized by the employer.
9. Workers may not deliberately restrict production.
10. **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.**
11. **WORKERS WILL BE DISCHARGED** for fighting on the employer's premises, including housing premises, at any time.

J.

12. Workers may not post or remove any notices, signs, or other instructions or documents from the employer's bulletin boards or the employer's property without specific authority from the employer.
13. **WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.**
14. Workers may not falsify identification, personnel, medical, production or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
15. 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.**
16. 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.
17. 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**
18. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and North Carolina Growers Association (NCGA) **as soon as is reasonably possible.** **UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**
19. Workers must follow supervisor's instructions.
20. Workers may not commit acts of insubordination - failure to regard authority.
21. After the training period, workers who fail to meet applicable production standards may be **SUBJECT TO IMMEDIATE TERMINATION.**
22. 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.
23. No firearms or any other weapons may be brought on the employer's premises by the worker at any time.
24. Workers may not engage in horse play, scuffling, throwing things, wasting time or loitering during work hours.

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“HOUSING RULES

This housing is temporary in-season housing provided for migrant agricultural workers employed by the employer who are unable to commute daily from their normal place of residence. The housing provided is group housing. All residents must be mindful of the rights of other residents for quiet enjoyment of employer-provided housing. For the protection of the employer and the employer’s property, and to assure the comfort of all residents, the following housing rules will apply. Violators of the housing rules will be subject to disciplinary action, which may include termination of employment and/or removal from the housing.

1. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor.
2. Workers assigned to bunk beds may not separate the bunk beds, as open floor space in sleeping rooms is needed by all occupants.
3. No person not assigned to the housing unit by the employer may occupy a bed or stay overnight in the housing unit.
4. Occupants must cooperate with the employer and other workers in maintaining the housing unit in a clean condition and in good repair, in compliance with applicable US government OSHA regulations. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris.
5. Workers shall report any problem with the housing or any potential problem with compliance immediately upon discovery to the employer or designated supervisor.
6. Kitchen facilities and other common areas are for the use of all residents of the housing unit. Please be considerate of your fellow workers. Each person using the kitchen facilities must clean them up promptly after each use. All occupants must cooperate and share in the responsibility for keeping all common areas clean and maintaining them in good condition.
7. No cooking is permitted in sleeping rooms or any other non-kitchen areas.
8. Occupants are forbidden from removing batteries from smoke detectors for any reason.
VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.
9. Occupants must not drop paper, cans, bottles or other trash in the housing units or the surrounding area. Trash and waste receptacles must be used. Lids **MUST** remain on these receptacles at all times as required by law.
10. Workers living in employer’s housing may not entertain guests in or on housing premises after 10:00 p.m. Sunday through Friday, nor after 12 midnight on Saturday.

11. Occupants may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. Sunday through Friday, nor after 11:00 p.m. on Saturday.
12. Fighting, horse play, scuffling, throwing things, drunkenness, loud or rowdy behavior and threatening or harassing other occupants will not be tolerated and may be cause for termination and removal from the housing.
13. Any worker who verbally or physically threatens another person with any tool or weapon **WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
14. No firearms or any other weapons may be brought onto the housing premises by any person other than law enforcement officials at any time.
15. Occupants may not post nor remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without specific authority from the employer.
16. Occupants may not willfully abuse or destroy any property at the housing owned and provided by the employer or the property belonging to other employees.
17. Occupants may not remove beds, refrigerators, stoves, tables, chairs, etc., or any other equipment from the housing premises without specific authorization from the employer. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
18. Occupants must not deface, damage or destroy the housing or contents. If a worker provided housing by the employer is found to be responsible for damage or loss to housing or furnishings other than that caused by normal wear and tear, the reasonable repair or replacement costs of the damaged or lost property may be deducted from the worker's wages.
19. **WORKERS WILL BE DISCHARGED** for stealing from the employer or from other workers.
20. The use or possession of illegal drugs will be cause for immediate termination and removal from the housing.
21. Workers must vacate the housing and remove their belongings promptly upon termination of employment with the employer.
22. Workers will not knowingly or deliberately engage in any type of behavior or take any action that might cause the housing or the grower to be out of compliance with any local, state, or federal law.

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transportation and associated daily subsistence costs, e) to provide written statements of the worker's total earnings, hourly rate and/or piece rate of pay, the hours of employment which had been offered to the worker, the hours actually worked by the worker, and itemization of all deductions made from the worker's wages and, if piece rates are used, the units produced daily and f) to terminate the worker only for lawful job related reasons.

(4) The Member agrees to pay timely any judgment or penalty entered against Member and to indemnify and hold harmless the Association and any of its other members for judgments entered against it or them arising out of the Member's violation of his obligations under applicable law or regulation (including 20 C.F.R. Parts 653 and 655), the job order or the agricultural work agreement and any attorneys' fees and costs incurred by the Association or other members in defending against such claim. Member acknowledges that the laws and regulations governing the employment of migrant and seasonal farm labor and supplementary foreign agricultural workers are subject to disputed interpretations. Therefore, the Member agrees that in matters in which a claim is made or litigation is instituted against the Association's Board of Directors may exercise its discretion a) to settle such matters on behalf of itself and the Member on terms it deems appropriate, b) to litigate such matters, and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the Member out of whose alleged action or inaction the claim was asserted or, what amount, if any, will be borne by the Association and/or shared among its Members. The terms of this Paragraph 4 survive any future separation from membership in the Association by Member and the term of this Agreement.

(5) The Member agrees to pay the Association any assessment made by the Association as the Member's share of legal and any other expense or liability incurred by the Association in defending, prosecuting or settling any application for H-2A certification, claim, litigation, or administrative complaint or appeal, ~~whether or not~~ arising out of claims against the Member or arising out of the fault of the Member, in accordance with a formula approved by the Board of Directors of the Association. The terms of this paragraph 5 survive any future separation from membership in the Association by Member and the term of this Agreement.

C. Additional Obligations of Parties

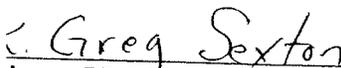
As a service to Member and other members of the Association, the Association will undertake to coordinate transfers of workers during their periods of employment to the extent permitted by governmental regulations, in order to minimize three-quarter guarantee obligations of members of the Association who have little available work and to obtain additional workers for members who need more workers. Such reassignment shall also be made in the sole discretion of the Association. Where such reassignments are made, the Association shall be the sole determiner of the contractual responsibilities of the respective members involved in each reassignment. Generally, in making such determinations, the Association will assign transportation expenses based on the proportion of the work period devoted by the worker to each member, and in assigning responsibility for three-quarter guarantee, the Association will primarily consider the status of that guarantee obligation at the time of the transfer. The transferring members may make other mutually satisfactory agreements, provided the Association is advised of such agreements at the time of the transfer. Any NS bond forfeitures will be paid by the Association member to whom the worker was assigned when he went AWOL.

NORTH CAROLINA GROWERS
ASSOCIATION, INC.

By: _____
PRESIDENT, NCGA INC.



MEMBER'S SIGNATURE



(Please PRINT name on this line.)

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: ~~VA 6034394~~ VA 6040511
 2. NAME OF EMPLOYER: K. Greg Sexton
 3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)
 4. PERIOD OF EMPLOYMENT:
FROM 05-~~06~~07 to 12-10-07
 5. WORK SCHEDULE:
HOURS PER DAY 7 DAYS PER WEEK 5
 6. CROP AND PAY:
CROP: Christmas Trees
HOURLY WAGE: \$9.02 or '07' AEW
PIECE RATE: N/A
 7. WORK TASKS TO BE PERFORMED: Plant, cultivate, & harvest Christmas Trees. Remove brush, ferns and other growth. Cut trees, run trees thru tree bailer. Load trees on trailer & trucks for transport.
 8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
 YES NO
 9. HOUSING CAN ACCOMMODATE 59 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 | <u>XXXXXX</u> |
| INCOME TAX | <u>XXXXXX</u> |
| TRANSPORTATION | <u>NONE</u> |
| TOOLS & EQUIPMENT | <u>NONE</u> |
| CREWLEADER CHARGES | <u>NONE</u> |

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMERO DE LA ORDER: ~~VA 6034394~~ VA 6040511
 2. NOMBRE DEL EMPLEADOR: K. Greg Sexton
 3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)
 4. PERIODO DE EMPLEO: 05-~~06~~07 al 12-10-07
 5. HORARIO DE TRABAJO:
HORAS POR DIA 7 NUMERO DE DIAS POR SEMANA 5
 6. COSECHA Y PAGO:
COSECHA Arboles de Navidades
SUELDO POR HORA \$9.02 or '07' AEW
PAGA POR UNIDAD: N/A
 7. LABORES A DESEMPEÑAR EN EL TRABAJO: Plantar, cultivar, y cosechar árboles de navidades. Quitar maleza y demas brotes. Cortar los árboles y pasarlos por la maquina que los ata. Cargar los árboles en camiones.
 8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA X SI NO.
 9. VIVENDA DISPONIBLE PARA 59 PERSONAS:
 X INDIVIDUOS
 FAMILIAS
 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 | <u>XXXXXX</u> |
| IMPUESTOS SOBRE INGRESOS | <u>XXXXXX</u> |
| TRANSPORTACION | <u>NO</u> |
| HERRAMIENTAS Y MAQUINARIA | <u>NO</u> |
| SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS | <u>NO</u> |

COMMUNITY SERVICES

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

GRAYSON COUNTY HEALTH DEPARTMENT
TELEPHONE 276-773-2927

DEPARTMENT OF SOCIAL SERVICES
TELEPHONE 276-773-2452

TRI-COUNTY HEALTH CLINIC
TELEPHONE 276-398-2292

MIGRANT HEALTH NETWORK OF SOUTHWEST VIRGINIA
PO BOX 95, EMORY, VA 24327

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

EMERGENCY SERVICES

MOUNT ROGERS VOLUNTEER FIRE DEPARTMENT
TELEPHONE EMERGENCIES (DAIL 911)
ALL OTHER PURPOSES 276-3883789

MOUNT ROGERS RESCUE SQUAD
TELEPHONE EMERGENCIES (DAIL 911)
ALL OTHER PURPOSES 276-388-3422

SHERIFF'S DEPARTMENT

SHERIFF
EMERGENCIES (DAIL 911)
ALL OTHER PURPOSES 276-236-9982

HOSPITAL

TWIN COUNTY HOSPITAL
111 S. MAIN STREET GALAX, VA 24333
TELEPHONE 276-236-7935

BRISTOL REGIONAL MED CENTER
1 MEDICAL PARK BLVD
TELEPHONE 423-844-2844

LEGAL ASSISTANCE

VIRGINIA JUSTICE CENTER FOR MIGRANT AND SEASONAL FARMWORKERS
1000 PRESTON AVE. SUITE A
CHARLOTTESVILLE, VA 22903
1-800-763-7323 434-977-0558