

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 7/31/2007

|                  |                         |                   |                       |
|------------------|-------------------------|-------------------|-----------------------|
| 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>  |

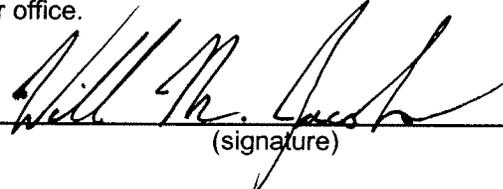
FROM: Rural Services Manager  
Virginia Employment Commission  
P. O. Box 1358  
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. VA 7074075

Extension is requested for the 1 cop(ies) of the order which is/are attached,  
dated 7/31/2007 for 12, 405.687-014 Nursery Laborer  
(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.

  
\_\_\_\_\_  
(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 Clear Order**  
**Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

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



O.M.B. Approval No. 1205-0134, Expires 08/31/2008

|   |   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|---|---|---|----|-------|----|------------------|---|-----------------------|---|----------------|---|-------------------|---|------------------|---|------------------|---|--|--|-------------------|---|
| 1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)<br>Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)<br>Guthrie Nursery<br>1825 Crews Shop Road<br>Lynchburg, VA 24504<br>434-993-0797  | Industry Code / Código de Industria<br>0182   | Job Order # / No. Orden de Empleo<br>VA-2074673 |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|   | Occupational Title and Code / Título Ocupacional y Código<br>405.687-014 Nursery Laborer  |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|   | Clearance Order Issue Date / Fecha de Trámite<br>7-31-07  |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| 2. Location and Direction to Work Site / Dirección del lugar de trabajo<br>Start out on US-460 E. Continue to follow US-460 E.<br>Merge onto US-460 E toward LYNCHBURG. Turn RIGHT onto<br>DOSE RD. Stay STRAIGHT to go onto CREWS SHOP RD.<br>Turn left at 1825 Crews Shop Road.<br>(see attachment / para más detalles ver 1)   | Job Order Expiration Date / Fecha de expiración: 12-31-07   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|   | 6. Anticipated Period of Employment / Periodo Anticipado de Empleo<br>From/ Desde: 10/1/07 To/ Hasta: 03/31/08  |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|   | 7. No. of Workers Requested / No. de Trabajadores Pedidos<br>12   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| 3. Location and Description of Housing / Dirección y Descripción de la Vivienda<br>Start out on US-460 E. Continue to follow US-460 E. Merge onto<br>US-460 E toward LYNCHBURG. Turn LEFT onto TYREERANNA RD.<br>Turn LEFT onto ROCKWELL RD. Turn RIGHT onto CONCORD TURNPIKE.<br>End at Lake Place Apartments<br>(see attachment / para más detalles ver 1)  | 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|   | <table border="1"> <tr> <td></td> <td>Total</td> <td>40</td> </tr> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> <td>7</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> <td>7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> <td>7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td>5</td> </tr> </table> |   |    | Total | 40 | Sunday / Domingo | 0 | Wednesday / Miércoles | 7 | Monday / Lunes | 7 | Thursday / Jueves | 7 | Tuesday / Martes | 7 | Friday / Viernes | 7 |  |  | Saturday / Sábado | 5 |
|   |   | Total   | 40 |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| Sunday / Domingo  | 0   | Wednesday / Miércoles                           | 7  |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| Monday / Lunes  | 7   | Thursday / Jueves                               | 7  |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| Tuesday / Martes  | 7   | Friday / Viernes                                | 7  |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
|   |   | Saturday / Sábado                               | 5  |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| 9. Collect Calls Accepted/Se Aceptan Llamadas a Cobranza<br>Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/><br>Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   |   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| 4. Board Arrangements / Arreglo de Alojamiento<br>Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. See attachment 1 for expanded explanation.<br>(see attachment / para más detalles ver 1)  |   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| 5. Referral Instructions / Instrucciones para el Referimiento de Candidatos<br>All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the order holding office in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. See attachment 1 for expanded explanation.<br>(see attachment / para más detalles ver 1)   |   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| 10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box)<br>Performs any combination of following duties concerned with winter nursery work: Plants, sprays, weeds, maintains and waters plants, shrubs, and trees. Digs up shrubs and trees, and wraps their roots with burlap. Moves containerized shrubs and trees, using wheelbarrow. May fold and staple corrugated forms to make boxes used for packing horticultural products. Winter pruning of nursery stock.<br>(see attachment / para más detalles ver 1)   |   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |
| 10 a. Descripción del Trabajo / Job Specifications (Summary of Material Job Specifications in SPANISH must be included inside this box)<br>Realiza una combinación de las siguientes tareas correspondientes a trabajo de invernadero de invierno: Plantar, aplicar spray, deshierbar, mantener y regar las plantas, arbustos y árboles. Excavar arbustos y árboles, empacar las raíces con red. Mover arbustos y árboles de contenedores utilizando carratilla. Puede doblar y grapar formas corrugadas para hacer cajas para empacar productos de horticultura. Poda de invierno del inventario de plantas del invernadero.<br>(see attachment / para más detalles ver 1) |   |   |    |       |    |                  |   |                       |   |                |   |                   |   |                  |   |                  |   |  |  |                   |   |

| Wage Rates, Special Pay Information and Deductions<br>Categorías / Tarifas |   | Rate of Pay, Information About Special Rates and Deductions<br>Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones |                                    |     | YES<br>SI | NO                         | Pay Period<br>Período de Pago |
|--|---|---|------------------------------------|-----|-----------|----------------------------|-------------------------------|
| Hourly Wage<br>Salario por Hora  | Rate / Unit(s)<br>Pago por Pieza / Unidad(es) | Special Pay (bonus, etc.)<br>Pagos Especiales (Bono, ect.)  | Deductions<br>Deducciones          |     |           |                            |                               |
| \$9.02*  | \$  | N/A   | Social                             | X** |           | Weekly /<br>Semanal        |                               |
| \$   | \$  | N/A   | Federal Tax<br>Impuestos Federales | X** |           | X                          |                               |
| \$   | \$  | N/A   | State Tax (Impuestos<br>Estatales) | X** |           | Bi-weekly /<br>cada 2 sem. |                               |
| \$   | \$  | N/A   | Meals (comidas)                    |     | X         |                            |                               |
| \$   | \$  | N/A   | Other (specify) / Otro             |     | X         | Other / Otro               |                               |

**More Details About the Pay / Más Detalles Sobre el Pago**  
 All work provided in this job order will be compensated by the hour at the current adverse effect wage rate of \$9.02\* or the legal federal or state minimum wage rate, whichever is highest. In the event DOL promulgates a new AWR during the recruitment period which is lower than the AWR in effect at the time of application, this lower AWR becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new AWR. See attachment, item 11 for expanded explanation.  
 \* or Applicable AWR.  
 \*\* Does not apply to H-2A workers.  
 (see attachment / para más detalles ver 1)

**12. Transportation Arrangements / Arreglos de Transportación (Please explain)**  
 For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker commutes to work for the employer to the place of employment. Subsidies will be in accordance with current rates published in the Federal Register (for workers with and without receipts). The amount of the reimbursement for transportation shall be the worker's actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved. See attachment, item 12 for expanded explanation.  
 (see attachment / para más detalles ver 1)

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

**14. Unemployment Insurance provided / Seguro por Desempleo:** Yes  No   
**15. Workers' compensation insurance provided / Indemnización por accidente de trabajo:** Yes  No   
**16. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?** Yes  No

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

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

|  |   |
|--|---|
| <b>18. Address of Order Holding Office (include telephone number) / Dirección de la Oficina donde se Radicó la Orden (incluya número de teléfono)</b><br>Virginia Employment Commission<br>165 Deer Run Road<br>Danville, VA 24540<br>(434) 791-5291 | <b>20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono)</b><br>Lufe Lindsey<br>(434) 791-5291 |
|--|---|

**21. Employer's Certification.** This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.  
**Certificación del Empleador:** Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, términos, y condiciones ofrecidos.  
 Employer's Signature & Title / Firma y Título del Empleador  
*Jamie Archie, President*

**READ CAREFULLY:** In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or 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.  
**LEA SE 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 somtida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleo 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 control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room 8-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134)

APPLICATION  
FOR  
ALIEN EMPLOYMENT CERTIFICATION

**IMPORTANT: READ CAREFULLY BEFORE COMPLETING THIS FORM**  
PRINT legibly in ink or use a typewriter. If you need more space to answer questions in this form, use a separate sheet. Identify each answer with the number of the corresponding question. SIGN AND DATE each sheet in original signature.

To knowingly furnish any false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by \$10,000 fine or 5 years in the penitentiary, or both (18 U.S.C. 1001)

PART A. OFFER OF EMPLOYMENT

1. Name of Alien (Family name in capital letter, First, Middle, Maiden)  
**Unknown - to be designated upon entry**

2. Present Address of Alien (Number, Street, City and Town, State ZIP code or Province, Country)  
**Unknown addresses**

3. Type of Visa (If in U.S.)  
**N/A**

The following information is submitted as an offer of employment.

4. Name of Employer (Full name of Organization)  
**Guthrie Nursery, Inc.**

5. Telephone  
**(434) 993-2753 (p)  
(434) 993-3489 (f)**

6. Address (Number, Street, City and Town, State ZIP code)  
**1825 Crews Shop Road, Lynchburg, VA 24504 Campbell County  
Mailing Address: PO Box 110, Concord, VA 24538**

7. Address Where Alien Will Work (if different from item 6)  
**1825 Crews Shop Road, Lynchburg, VA 24504**

|   |  |                          |                         |  |   |  |
|---|--|--------------------------|-------------------------|--|---|--|
| 8. Nature of Employer's Business Activity<br><b>nursery</b> | 9. Name of Job Title<br><b>405.687-014 Nursery Laborer</b> | 10. Total Hours Per Week |                         | 11. Work Schedule (Hourly)<br><b>7:00 a.m.<br/>2:30 p.m.</b> | 12. Rate of Pay                               |  |
|   |  | a. Basic<br><b>40</b>    | b. Overtime<br><b>0</b> |  | a. Basic<br><b>\$ 9.02</b><br>per <u>hour</u> | b. Overtime<br><b>\$ N/A</b><br>per hour |

13. Describe Fully the job to be Performed (Duties)  
**Performs any combination of following duties concerned with winter nursery work: Plants, sprays, weeds, maintains and waters plants, shrubs, and trees. Digs up shrubs and trees, and wraps their roots with burlap. Moves containerized shrubs and trees, using wheelbarrow. May fold and staple corrugated forms to make boxes used for packing horticultural products. Winter pruning of nursery stock.**

14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above.

|                                   |              |             |                    |  |            |
|-----------------------------------|--------------|-------------|--------------------|--|------------|
| EDUCATION (Enter number of years) | Grade School | High School | College            | College Degree Required (specify)                |            |
|                                   | <b>0</b>     | <b>0</b>    | <b>0</b>           | <b>N/A</b><br>Major Field of Study<br><b>N/A</b> |            |
| TRAINING                          | No. Yrs.     |             | No. Mos.           | Type of Training                                 |            |
|                                   | <b>0</b>     |             | <b>0</b>           | <b>N/A</b>                                       |            |
| EXPERIENCE                        | Job Offered  |             | Related Occupation | Related Occupation (specify)                     |            |
|                                   | Yrs.         | Number Mos. | Yrs.               |  | Mos.       |
|                                   | <b>0</b>     | <b>0</b>    | <b>0</b>           | <b>0</b>   | <b>N/A</b> |

15. Other Special Requirements  
**Able to work in varying temperatures. Physically able to perform tasks in Item 13.**

16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor  
**Employer**

17. Number of Employees Alien Will Supervise  
**0**

ENDORSEMENTS (Make no entry in section - for Government use only)

|  |                                 |
|--|---------------------------------|
| Date Forms Received                          |                                 |
| L.O.<br><b>0023</b>                          | S.O.                            |
| R.O.   | N.O.                            |
| Ind. Code<br><b>0182</b>                     | Occ. Code<br><b>405.687.010</b> |
| Occ. Title<br><b>Hort Worker 405.687.010</b> |                                 |

|   |   |         |                                    |                              |  |
|---|---|---------|------------------------------------|------------------------------|--|
| 18. COMPLETE ITEMS ONLY IF JOB IS TEMPORARY                         |   |         | 19. IF JOB IS UNIONIZED (Complete) |                              |  |
| a. No. of Openings To Be Filled By Aliens Under Job Offer<br><br>12 | b. Exact Dates You Expect To Employ Alien |         | a. Number of Local<br><br>N/A      | b. Name of Local<br><br>N/A  |  |
|   | From                                      | To      |                                    | c. City and State<br><br>N/A |  |
|   | 10/01/07                                  | 3/31/08 |                                    |                              |  |

|   |                 |  |          |      |   |  |
|---|-----------------|--|----------|------|---|--|
| 20. STATEMENT FOR LIVE-AT-WORK JOB OFFERS (Complete for Private Household ONLY) |                 |  |          |      |   |  |
| a. Description of Residence   |                 | b. No. Persons residing at Place of Employment |          |      | c. Will free board and private room not shared with anyone be provided? (X one) |  |
| (X one)<br>House  | Number of Rooms | Adults   | Children |      | YES NO  |  |
| Apartment   |                 |  | BOYS     | Ages |   |  |
|   |                 |  | GIRLS    |      |   |  |

21. DESCRIBE EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS. (Specify Sources of Recruitment by Name)

Employer will contact previous workers where possible. Employer will work with state employment security administration to recruit workers in local areas of labor supply. Advertisements will be placed in area publications.

22. Applications require various types of documentation. Please read Part II of the instructions to assure that appropriate supporting documentation is included with your application.

23. EMPLOYER CERTIFICATIONS

By virtue of my signature below, I HEREBY CERTIFY the following conditions of employment.

|  |   |
|--|---|
| a. I have enough funds available to pay the wage or salary offered the alien.  | e. The job opportunity does not involve unlawful discrimination by race, creed, color, national origin, age, sex, religion, handicap, or citizenship. |
| b. The wage offered equals or exceeds the prevailing wage and I guarantee that, if a labor certification is granted, the wage paid to the alien when the alien begins work will equal or exceed the prevailing wage which is applicable at the time the alien begins work. | f. The job opportunity is not:  |
| c. The wage offered is not based on commissions, bonuses, or other incentives, unless I guarantee a wage paid on a weekly, bi-weekly, or monthly basis.  | (1) Vacant because the former occupant is on strike or is being locked out in the course of a labor dispute involving a work stoppage.                |
| d. I will be able to place the alien on the payroll on or before the date of the alien's proposed entrance into the United States.   | (2) At issue in a labor dispute involving a work stoppage.  |
|  | g. The job opportunity's terms, conditions and occupational environment are not contrary to Federal, State or local law.                              |
|  | h. The job opportunity has been and is clearly open to any qualified U.S. worker.   |

24. DECLARATIONS

DECLARATION OF EMPLOYER Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury the foregoing is true and correct.

|                                    |                 |
|------------------------------------|-----------------|
| SIGNATURE<br><i>Janice Guthrie</i> | DATE<br>7/25/07 |
|------------------------------------|-----------------|

|  |                    |
|--|--------------------|
| NAME (Type or Print)<br>Janice Guthrie | TITLE<br>President |
|--|--------------------|

AUTHORIZATION OF AGENT OF EMPLOYER I HEREBY DESIGNATE the agent below to represent me for the purposes of labor certification and I TAKE FULL RESPONSIBILITY for accuracy of any representations made by my agent.

|  |                 |
|--|-----------------|
| SIGNATURE OF EMPLOYER<br><i>Janice Guthrie</i> | DATE<br>7/25/07 |
|--|-----------------|

|   |   |
|---|---|
| NAME OF AGENT (Type or Print)<br>The Labor Company<br>Amanda Wright | ADDRESS OF AGENT (Number, Street, City, State, ZIP code)<br>PO Box 1254 434-946-0035 (p)<br>427 S. Main Street, Suite 102 434-946-0036 (f)<br>Amherst, VA 24521 |
|---|---|

Attachment 1 to ETA 750

Item 21. Recruitment Effort

Regulations require that recruitment "be done to an extent no less than that of non-H-2A agricultural employers of comparable or smaller size, in area of employment".

Based upon information received from the Virginia Employment Commission staff and area non-H-2A agricultural employers, the general recruitment policies include contacting last year's workers. In addition, the employer or his agent will place an ad in the local newspaper and keep in regular touch with the local and state employment offices. The Employment Services' offices in labor surplus areas, as designated by DOL, are being or will be contacted.

The employer or his agent will explore new sources of labor as information is received.

Item 2. Directions to Work Site

Start out on US-460 E. Continue to follow US-460 E. Merge onto US-460 E toward Lynchburg. Turn right onto Doss Rd. Stay straight to go onto Crews Shop Road. Turn left at 1825 Crews Shop Road.

Item 3. Housing

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.

Item 5. Referrals

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. The "applicant holding office" after coordinating the referral with the order holding office will contact the employer's agent or the employer directly and advise the agent or employer of the referral(s). Interviews, either in person or by telephone, will be conducted by the employer's agent during the hours of 9:00am to 4:00 pm, Monday through Friday. Workers hired pursuant to 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. Referrals 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. Applicants referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Employer should be contacted first with referrals. If unavailable, contact employer's agent at the following address and phone number during normal office hours (9:00 – 3:30pm)

The Labor Company  
P.O. Box 1254  
Amherst, VA 24521  
434-946-0035/434-946-0036 (fax)

Order Holding office:  
Virginia Employment Commission  
165 Deer Run Road  
Danville, VA 24540  
(434) 791-5291

If employer is unavailable, employer's agent agrees to interview all US workers referred by the State Employment Commission, local or by supply state who have been screened by such employment services for:

1. Availability of entire season
2. Have transportation to job site
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment.

#### Item 8. Anticipated Hours of Work

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

#### 10. Job Specifications

Performs any combination of following duties concerned with winter nursery work: Plants, sprays, weeds, maintains and waters plants, shrubs, and trees. Digs up shrubs and trees, and wraps their roots with burlap. Moves containerized shrubs and trees, using wheelbarrow. May fold and staple corrugated forms to make boxes used for packing horticultural products. Winter pruning of nursery stock.

Pruning: When pruning, it is vital to prune the unwanted branch while protecting the stem or trunk wood of the tree. While pruning trees, workers will receive proper tools for the particular job, i.e., saw, prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be deducted from worker's wages. The supervisor will set a standard or pattern and will demonstrate and communicate this to workers. Workers will be assigned rows of trees and must prune each tree according to the predetermined standard. Workers must remove all resulting material from the trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment middles.

Balled and Burlap (B&B) tree production: Workers may be required to work as operators of skid steers with tree spade attachments or haul out tines. Workers may be required to work on the ground packaging the finished root ball on a tree by stapling burlap with hog ring pliers, tying basket loops with twine, crimping baskets with pig tail crimpers or tying branches with twine.

Bare root tree production: Workers may be required to work as operators of skid steers with bare root blade attachments. Workers may be required to work on the ground tying branches with twine or hauling trees through the field and loading them onto trucks by hand.

Loading and unloading: Workers may be required to work on flat bed trailers tying B&B trees to the trailer with twine. Workers may be required to work loading or unloading bare root trees by hand into refrigerated trailers.

Watering: Workers may be required to water trees by hand using pumps and hoses.

Greenhouse: Plants, cultivates, and harvests horticultural specialties, such as flowers and shrubs, and performs related duties in environmentally controlled structure. Applies herbicides, fungicides, and pesticides to destroy undesirable growth and pests, using spray wand connected to solution tank. Pollinates, prunes, transplants, and pinches plants, and culls flowers, branches, fruit, and plants to ensure development of marketable products. Harvests, packs, and stores crop. May maintain and repair hydroponic and environmental control systems. May maintain and repair structures, using materials, such as corrugated fiberglass panels, lath, glass panes, and putty, and tools, such as hammer, saw, and putty knife.

General Duties: Duties performed in the field will be sporadic all through the contract due to the various duties, i.e., planting, pruning, cutting, deadheading, pinching, trimming to shape, spacing plants, fertilizing with granular or liquid fertilizer, cleaning work areas, transporting plant materials in the nursery/greenhouse areas, loading and unloading plants and all other duties associated with plant production. Workers will be required to perform duties to prepare crops for marketing. Workers will also unload pallets from trucks or wagons into fields for transplanting. Worker may unload and restock for storage.

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: Fieldwork begins at assigned time shortly after daylight. Work is performed during light rain/snow and in cold temperatures. Workers will work on their feet in bent, stooped, and crouched positions for long periods of time. Workers will make fast, simple, repeated movements of fingers, hands, and wrists. Workers must be able to bend, stretch, twist, or reach out with the body, arms, and/or legs. Workers will use muscles to lift, push, pull, or carry heavy objects, such as trees or potted plants. These could/will weight from 50 - 75 lbs. Occasionally workers will lift trees weighing up to 100 pounds. 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 nursery, that is incidental to producing the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, greenhouse, cleaning and repairing buildings, seed beds, racks, grounds, operate tractor/nursery 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 Horticulture Worker II, DOT Code 405.687-014. 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. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of employment, he will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments and crew assignments will be made by and at the sole discretion of the nursery manger and/or nursery supervisor as the needs of the nursery operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on

different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

11. Wage Rates/Pay Information

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 nursery 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 Employer's nursery, 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 nursery labor and 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 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 \$9.30 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.102(b)(5) only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Employer. 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 nursery, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will offer free

transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

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 Employer'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 Employer 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. This employer has 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 is attached. 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 three day training period starting with the first day of employment to acclimate the worker to the physical demands of nursery work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, 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 four 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.

## **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 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 employer 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 employer 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 nursery premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY**
22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and The Labor Company (TLC) **as soon as is reasonably possible. UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**
23. Workers must follow supervisor's instructions.

Attachment 1 to ETA 790

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 AM 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.

### Certify Number of Workers

We expect the total number of workers we will use in the occupation of this/these crop activities to be 12 of which 12 will be H-2A workers for which certification is requested and the balance, if any, will be US workers. These numbers are estimates only as total workforce needs are dependent upon weather, crop conditions and worker availability.

Janice Guthrie  
Employer Signature

Application for Conditional Entry

I, Guthrie Nursery as the employer, agree to abide by regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance with USDOL regulations in 2006 but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Guthrie Nursery, certify that 30 days prior to occupancy, my housing will meet standards to the US Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or the US Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by 10/01/2007.

Jamie Guthrie  
Employer Signature

7/25/07  
Date

\_\_\_\_\_  
E.S. Representative

\_\_\_\_\_  
Date



State Agency VA Employment Commission

Agencia Estatal \_\_\_\_\_

SUMMARY OF EMPLOYMENT CONDITIONS  
SPECIFIED ON JOB ORDER

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

1. Order Number: VA 7074075  
2. Name of Employer: GUTHRIE Nursery Inc  
3. Location of Employer and Directions:  
1825 Crews Shop Rd - 434-993-3489  
Lynchburg, VA 24504  
P.O. BOX 110

1. Numero de la Orden:  
2. Nombre del Empleador:  
3. Lugar y Direccion del Empleador:

4. Period of Employment:  
From 10-1-07 To 3-31-08

4. Periodo de Empleo:  
Del \_\_\_\_\_ Al \_\_\_\_\_

5. Work Schedule:  
Hours per day 7M/P Days per week 5 1/2  
5 Sat - 40 hr per week

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

| Crop                  | Hourly Wage | Unit of Production | Piece Rate | Estimated Hourly Wage |
|-----------------------|-------------|--------------------|------------|-----------------------|
| <u>Winter Nursery</u> | <u>90¢</u>  | <u>1/2</u>         | <u>RM</u>  | <u>90¢</u>            |
| _____                 | _____       | _____              | _____      | _____                 |
| _____                 | _____       | _____              | _____      | _____                 |

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

Calculo Anticipado del Sueldo por Hora

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bonus: \_\_\_\_\_

Pago Adicional: \_\_\_\_\_

7. Work tasks to be performed:  
Regular: Plant, Spray, Weed, Cultivate  
Dig shrubs, Trees, wrap, staple  
Pruning, Load, Sort, Greenhouse check  
Alternate tasks and pay during first week in case of crop delay (see item 12)  
Cleaning, maintenance, irrigation  
Weeding, Repair building & equipment

7. Labores a desempenar en el trabajo:  
Normales: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Labores alternativas y pago por la primera semana en caso de demora en la cosecha (vease punto numero 12): \_\_\_\_\_

8. Transportation provided:

yes  no

8. Transportacion Proveida:

si  no

9. Housing can accomodate 12 number of people

individual  family

9. Viviendas disponibles para \_\_\_\_\_ persona

individuos  familias

10. Meals:

Provided: yes  no

If yes: Cost per day \_\_\_\_\_

Workers must do their own cooking

yes  no

10. Comidas Proveidas:

si  no

Si son proveidas, el costo por dia sera \_\_\_\_\_

Los trabajadores tienen que cocinar sus comidas

si  no

11. Deductions:

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

11. Deducciones:

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

12. NOTES TO WORKER

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

The employer has guaranteed your first week's wages unless he notifies the Job Service of a later starting date by

~~9-10/9-14-07~~ In order for you to be eligible for this guarantee, you must contact the Job Service office at \_\_\_\_\_

Virginia Employment Commission  
165 Deer Run Rd - P.O. Box 11087  
Danville, Va 24541

during the period of 9-17-07  
Any Job Service office will assist you in doing this.

VIC. 434-791-5291 - Mr. Lindsey

12. NOTAS PARA EL TRABAJADOR

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

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

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

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

## Community & Human Service Organizations

For organizations not listed, please consult the Yellow Pages of this directory.

### ABUSE/VICTIMS' SERVICES

Childhelp USA Children's Center of Virginia ..... 703-208-1500  
 D.C. Coalition Against Domestic Violence-Supporting Our Survivors Center..... 202-889-8878  
 House of Imogene Shelters..... 202-518-8488  
 National Child Abuse Hot Line..... 800-422-4453  
 TDD..... 800-222-4453  
 Rape, Abuse, and Incest National Network ..... 202-544-1034  
 Or ..... 800-656-4673

### AIDS/HIV SERVICES

National Association of People with AIDS (NAPWA) ..... 240-247-0880

### ANIMAL SERVICES

American Humane Association ..... 703-294-6690  
 Animal Welfare Institute ..... 703-836-4300

### Bedford County

Animal Shelter ..... 540-586-7690  
 E.L.A.G. (For the Love of Animals in Goochland)..... 804-342-6975  
 Fluvanna County SPCA... 434-591-0123  
 TTY (9-2 am) ..... 434-591-0123  
 Henry County  
 Animal Control ..... 276-656-4266  
 Or ..... 276-638-8751  
 Humane Society of Fairfax County, Inc..... 703-385-7387  
 SPCA, Inc..... 703-522-7920  
 Washington Animal Rescue League, The ..... 202-726-3012  
 Or ..... 202-726-2556  
 Wildlife Rescue League ... 703-440-0800  
 Or ..... 703-391-8625

### CHILDREN/YOUTH SERVICES

Alternative House ..... 703-356-6360  
 Or ..... 703-506-9191  
 America's Promise-The Alliance for Youth ..... 703-684-4500  
 Or ..... 800-365-0153  
 Big Brothers Big Sisters ... 757-253-0676  
 Boys & Girls Club of Danville ..... 434-792-6617  
 Or ..... 434-792-6643

### CASA of Greater

Prince William ..... 703-330-8145  
 Camp Fire USA ..... 202-347-2003  
 Children's Defense Fund ..... 202-628-8787  
 Children's Environmental Health Network ..... 202-543-4033  
 Children's Mercy Fund ... 703-519-8666  
 Classical Ballet Academy of Northern Virginia ..... 703-471-0750  
 Community Attention ... 434-970-3353  
 Or ..... 434-970-3342  
 Families for Russian and Ukrainian Adoption ..... 703-560-6184  
 Farm Safety 4 Just Kids... 800-423-5437  
 For The Children-Partners in Prevention, Inc..... 276-638-4673  
 Or ..... 276-638-1146  
 Franklin County  
 School Board ..... 540-483-5138  
 Girl Scout Commonwealth Council of Virginia ..... 804-746-0590  
 Joint Action in Community Service, Inc. (JACS) ..... 202-537-0996  
 Or ..... 800-522-7773  
 Justice for Children-DC ... 202-462-4688  
 Or ..... 202-667-1160

## Community & Human Service Organizations

National Council for  
Adoptions ..... 703-299-6633  
Or ..... 866-212-3678  
Naval Sea Cadet Corps... 703-243-6910  
Newborns In Need, Inc.... 417-967-9441  
Orphan Foundation of  
America ..... 571-203-0270  
Or ..... 800-950-4673  
Sexual Minority Youth Assistance  
League ..... 202-546-5940  
TTY ..... 202-544-7769  
Thursday's Child National Call Center  
for At-Risk Youth ..... 800-872-5437

### COMMUNITY/SOCIAL/ HUMAN SERVICES

ASALH (Association for the Study of  
African American Life and  
History) ..... 202-865-0053  
ASPIRA Association,  
Inc. .... 202-835-3600  
Adolescent & Family Growth Center,  
Inc. .... 703-425-9200  
Adoption Service Information  
Agency ..... 301-587-7068  
Arc of Central Virginia,  
The ..... 434-845-4071  
Arlington County Department of  
Social Services ..... 703-228-1550  
Or ..... 703-228-1350  
TTY/TDD ..... 703-228-1598  
Barker Foundation & Adoption  
Services, The ..... 800-673-8489  
Bikes for the World ..... 703-525-7417  
Or ..... 703-525-0931  
Boat People S.O.S., Inc.... 703-538-2190  
Christian Counseling and Training  
Center, Inc. .... 804-358-1343  
Or ..... 804-357-9968  
Consumer Product  
Hot Line ..... 800-638-2772  
TTY ..... 800-638-8270  
D.C. Child & Family Services  
Agency ..... 202-442-6000  
Or ..... 202-442-6100  
Daily Planet ..... 804-783-0678  
Danville-Pittsylvania County  
Habitat for Humanity... 434-793-3630  
Ethiopian Community  
Center, Inc. .... 202-726-0800  
Fund for Education and Training  
(FEAT), The ..... 202-483-2220  
Freedom Outreach  
Center ..... 757-380-6126  
Gifts In Kind  
International ..... 703-836-2121  
Global Impact ..... 703-717-5200  
Or ..... 800-836-4620

Harrisonburg Redevelopment &  
Housing Authority ..... 540-434-7386  
Henry-Martinsville  
Social Services ..... 276-656-4300  
Hispanic Committee of  
Virginia ..... 703-671-5666  
Housing Opportunities Made  
Equal Inc. (HOME) ..... 804-354-0641  
TTY ..... 804-237-7545  
Human Rights Campaign  
ACS ..... 202-232-8631  
Human Services Department,  
City of Dansville ..... 434-799-5232  
Kingsway Prison & Family  
Outreach ..... 540-433-5658  
Loudoun County Department of  
Social Services ..... 703-777-0353  
Loudoun Workforce Resource  
Center ..... 703-777-0150  
Lutheran Social  
Services ..... 202-723-3000  
March of Dimes Resource  
Center ..... 888-663-4637  
Mission Center, The ..... 276-632-0550  
National Fraud Information  
Center ..... 800-876-7060  
TDD/TTY ..... 202-835-0778  
No Greater Love ..... 202-637-0776  
Patrick County Department of  
Social Services ..... 276-694-3328  
Reading is Fundamental,  
Inc. .... 202-673-1641  
Or ..... 877-743-7323  
Reston Interfaith ..... 571-323-9555  
Salvation Army, The ..... 540-373-3431  
Shenandoah Valley Sex Offender  
Treatment Program ..... 540-434-1730  
Social Security  
Administration ..... 434-836-6821  
Southeast Crisis Pregnancy  
Center ..... 202-574-3880  
Twice Is Nice Thrift  
Shop ..... 434-293-8319  
United Palestinian Appeal,  
Inc. .... 202-659-5007  
Or ..... 800-892-6183  
United Way of Danville-Pittsylvania  
County ..... 434-792-3700  
United Way of Prince William  
County ..... 703-361-9154  
Virginia Community Action  
Partnership ..... 804-644-0417  
Washington Coalition for Comfort  
Women Issues, Inc. .... 703-560-7866  
YWCA USA ..... 202-467-0801

### COUNSELING SERVICES

A Center for Adult, Family &  
Career Counseling ..... 703-273-9216  
Advanced Behavioral  
Solutions, P.C. .... 434-295-0119  
Or ..... 804-270-7477  
Albemarle Counseling Associates,  
PLLC ..... 434-978-3900  
Center for Brief  
Counseling ..... 540-548-1771  
Center for Pastoral Counseling of  
Virginia ..... 703-903-9696  
Or ..... 800-903-9696  
Chrysalis Counseling Centers,  
P.C. .... 703-330-3311  
Or ..... 540-727-0770  
Counseling Services of  
Vienna ..... 703-242-2313  
Falls Church Center for  
Counseling ..... 703-532-6220  
Family Focus Counseling  
Services ..... 540-349-4537  
Family Therapy Associates, Inc.  
Annandale ..... 703-256-4586  
Fairfax City ..... 703-691-8572  
Generations Counseling &  
Consulting, LLC ..... 434-822-0022  
Korean American Family Counseling  
Center ..... 703-761-2225  
Or ..... 703-761-2226  
Linda Giles, Licensed Professional  
Counselor ..... 434-799-2022  
Piedmont Community  
Services ..... 276-632-7128  
Professional Counseling Center, Inc.,  
The ..... 703-435-2273  
Purcellville Counseling  
Center ..... 540-338-8000

### EMERGENCY ASSISTANCE/ CRISIS INTERVENTION

Chatham Rescue Squad  
Inc. .... 434-432-8827  
Child Find of America  
To Locate Missing  
Children ..... 800-426-5678  
Parental Abduction  
Mediation ..... 800-292-9688  
Danville Life Saving &  
First Aid Crew, Inc. .... 434-792-2739  
National Center for Missing & Exploited  
Children ..... 800-843-5678  
National Center for Victims of Crime  
Abuse & Domestic Violence, Rape,  
Information & Referral... 800-394-2255  
TTY/TDD ..... 800-211-7996

# Community & Human Service Organizations

Poison Control..... 800-222-1222  
 Salvation Army, The ..... 434-792-3963  
 TAPS, Inc..... 202-588-8277

## FAMILY SERVICES

Adoption Service Information  
 Agency..... 703-312-0263  
 Or ..... 301-587-7068  
 American Academy of Adoption  
 Attorneys..... 202-832-2222  
 Coordinators2 Inc..... 804-354-1881  
 Fairfax County Department of  
 Family Services..... 703-324-7800  
 TTY/TDD..... 703-222-9452  
 Forever Families Adoption  
 Services ..... 540-341-4679  
 Juvenile Diabetes Research  
 Foundation ..... 202-371-0044  
 LDS Family Services..... 804-743-0727  
 Or ..... 877-678-4663  
 Retrouvaille: Help for Hurting  
 Marriages ..... 703-351-7211  
 Or ..... 800-470-2230

## HEALTH SERVICES

Alzheimer's Disease  
 Hot Line..... 800-272-3900  
 American Kidney  
 Foundation ..... 800-622-9010  
 American Kidney Fund... 800-638-8299  
 Arthritis Foundation-Metropolitan  
 Washington Chapter... 202-537-6800  
 Blue Ridge Nursing  
 Center of Martinsville &  
 Henry County..... 276-638-8701  
 Cancer Information  
 Services ..... 800-422-6237  
 Columbia Lighthouse for  
 the Blind..... 202-454-6400  
 Or ..... 877-324-5252  
 Curves ..... 434-836-1187  
 Or ..... 434-799-7887  
 Falls Church Healthcare  
 Center..... 703-532-2500  
 Greater Washington Women's  
 Health Center..... 202-829-0746  
 Or ..... 202-345-0990  
 Home Health Solutions ... 434-846-3300  
 Juvenile Diabetes Research  
 Foundation ..... 202-371-0044  
 Or ..... 202-371-9746  
 LifeNet ..... 540-342-7133  
 Or ..... 800-847-7831  
 Little Life Pregnancy  
 Medical Center ..... 434-836-5433  
 24-Hour Help Line..... 434-836-7000  
 NOVA Healthcare..... 703-691-4141  
 Or ..... 866-691-4141

National Arthritis Foundation  
 Hotline..... 800-283-7800  
 National Osteoporosis  
 Foundation ..... 202-223-2226  
 National Parkinson  
 Foundation ..... 410-955-8795  
 Virginia Hospital Center ... 703-558-5000

## HOT LINES/HELP LINES

Allergy & Asthma Network Mothers of  
 Asthmatics (AANMA) ... 703-641-9595  
 Or ..... 800-878-4403  
 American Social Health Association  
 (Health, Education, STD  
 Prevention)..... 800-230-6039  
 CDC National AIDS  
 Hot Line..... 800-342-2437  
 TTY/TDD..... 800-243-7889  
 Gabriel Project Arlington  
 Assistance for Pregnant  
 Women in Need..... 866-444-3553  
 Gay, Lesbian, Bisexual Youth  
 Support Line..... 804-644-4390  
 Or ..... 804-644-4800  
 Girls and Boys Town National  
 Hot Line..... 800-448-3000  
 Hearing Aid Helpline ..... 800-521-5247  
 National Center for Victims  
 of Crime ..... 800-394-2255  
 National Domestic Violence  
 Hotline..... 800-799-7233  
 TDD ..... 800-787-3224  
 National Herpes  
 Hot Line..... 919-361-8488  
 National Immunization Information  
 Hotline..... 800-232-2522  
 National Runaway  
 Switchboard ..... 800-786-2929  
 National STD Hot Line... 800-227-8922  
 National Suicide  
 Hot Line..... 800-273-TALK (8255)  
 Project Rachel-Post Abortion Healing &  
 Counseling ..... 703-841-2504  
 Or ..... 888-456-4673  
 YMe National Breast Cancer  
 Organization  
 24-Hour Breast Cancer  
 Hot Line..... 800-221-2141  
 Local Office ..... 703-461-9595

## INFORMATION/ REFERRAL SERVICES

Allergy & Asthma Network Mothers of  
 Asthmatics (AANMA) ... 703-641-9595  
 Or ..... 800-878-4403  
 American Cancer  
 Society ..... 800-227-2345

American Council for the  
 Blind ..... 800-424-8666  
 American Foundation for the  
 Blind ..... 202-408-0200  
 Association of Fundraising  
 Professionals..... 800-666-3863  
 Blue Ridge Federation of the  
 Blind ..... 434-293-3556  
 Global Wireless Education  
 Consortium (GWEC)  
 Wireless Education ..... 703-351-6982  
 Health Resources & Services  
 Administration (HRSA) Information  
 Center..... 888-275-4772  
 TTY/TDD..... 877-489-4772  
 Hospice Foundation of  
 America ..... 202-638-5419  
 Or ..... 800-854-3402  
 Maternal Child Health Information  
 Center..... 888-275-4772  
 Medicare Information... 800-392-3070  
 National Abortion Federation  
 Hot Line..... 800-772-9100  
 National Council for  
 Adoption ..... 703-299-6633  
 Or ..... 866-212-3678  
 National Health Information  
 Center..... 301-565-4167  
 Or ..... 800-336-4797  
 National Organization  
 for the Advancement  
 of Hispanics..... 540-375-3437  
 National Osteoporosis  
 Foundation ..... 877-868-4520  
 National Pesticide Information  
 Center..... 800-858-7378  
 Social Security  
 Administration..... 800-772-1213  
 TTY..... 800-325-0778  
 Virginia Lawyer Referral  
 Service..... 800-552-7977  
 Or ..... 804-775-0808  
 TTY..... 804-775-0502

## MENTAL HEALTH & DISABILITIES

Arc of Central Virginia,  
 The ..... 434-845-4071  
 Associates in Mental Health  
 Services, P.C. .... 434-791-2059  
 Bainbridge Health..... 703-379-3862

COMMUNITY INFORMATION