

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 1/7/2009

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. 122969

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 1/7/2009 for 2, FISH HATCHERY WORKER 446-684-010
(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 Abnerha
(signature)

* * * * *

DATE _____

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

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)

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

U.S. Department of Labor
 Employment and Training Administration
 O.M.B. Approval No. 1205-0134 Expires 08/31/2009



<p>1 Employer's Name and Address (Number, Street, City, State, Zip Code, and Telephone Number): Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Blue Ridge Fish Hatchery 655 Fish Farm Lane Claudville, VA 24076 Ph: (276) 261-5850</p>	<p>Industry Code / Código de Industria: 0921 Job Order # / No. Órden de Empleo: VA-122969 Occupational Title and Code / Título Ocupacional y Código: 446.684-010: Fish Hatchery Worker Clearance Order Issue Date / Fecha de Tramite: 1/7/09</p>
<p>2 Location and Direction to Work Site / Dirección del lugar de trabajo 655 Fish Farm Lane, Patrick County in VA</p>	<p>Job Order Expiration Date / Fecha de expiración: 6-23-08 6. Anticipated Period of Employment / Período Anticipado de Empleo From/Desde: 2/01/09 To/Hasta: 11/01/09 7. No. of Workers Requested / No. de Trabajadores Pedidos: 2</p>
<p>3 Location and Description of Housing / Dirección y Descripción de la Vivienda 655 Fish Farm Lane, Claudeville, VA Woodframe Capacity: 2</p>	<p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana 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 Cobrar Employer / El Empleador: Yes ___ No X Local Office / Oficina Local: Yes ___ No X</p>
<p>4 Board Arrangements / Arreglo de Alojamiento: Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. Housing is not provided to non-workers. SEE ETA 790 ATTACHMENTS FOR FULL BOARDING ARRANGEMENTS</p>	
<p>5 Referral Instructions / Instrucciones para el Referimiento de Candidatos: All local applicants and intrastate (in state) are to apply directly to employer Monday thru Thursday between the hours of 9:00 am and 4:00 pm and Fridays between 9:00 am and 11:00 am. All interstate (out of state) applicants may apply at any State Workforce Agency (SWA) office or by contacting employer directly. SEE ETA 790 ATTACHMENTS FOR FULL REFERRAL INSTRUCTIONS</p>	
<p>10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box) 10 Must have 3 months verifiable experience working with fish, cutting and hatchery spawning. Fish Hatchery Worker's will be performing various activities associated with Fish Hatchery Labor. These activities will be performed exclusively in an outdoor environment. Employees will perform any combination of the following tasks to trap and spawn gold fish, incubate eggs, and rear fry in fish hatchery; secures net on both banks of river to divert fish to holding pond. Catches ripened fish from holding pond with hand net and squeezes or slits bellies of female fish to release eggs in pail. Squeezes bellies of male fish to force milt over eggs, and stirs with rubber gloved hand to fertilize eggs. Fills hatchery trays with fertilized eggs and places trays in incubation troughs. Turns valves and places baffles in troughs to adjust volume, depth, velocity, and temperature of water. Inspects eggs and picks out dead, infertile, and off color eggs, using suction syringe. Sorts fish according to size, coloring, and species and transfers fingerlings to rearing ponds or tanks, using buckets or tank truck. Scatters food over surface of water by hand or activates blower that automatically scatters food over water to feed fish. Observes appearance and actions of developing fish to detect diseases, and adds medications to food and water as instructed by supervisor. Transfers mature fish to rivers and lakes, using tank truck. Records field data, and prepare reports of hatchery activities. Drains and cleans ponds and troughs, using brushes, chemicals, and water. Workers may help catch fish and pack for market. Makes minor repairs to hatchery equipment, paints buildings, and maintains grounds. May spawn and rear food fish or tropical and exotic fish for commercial use. May mark migrating fish with liquid nitrogen, using hand operated branding device. Makes minor repairs to hatchery equipment, paints buildings, and maintains grounds. May spawn and rear food fish or tropical and exotic fish for commercial use. May mark migrating fish with liquid nitrogen, using hand operated branding device. Workers will be checking oxygen levels in fish ponds using oxygen meters provided by employer. Workers will mow & maintain levees with mowers and weed eaters. Will perform general maintenance on equipment & aerators. Able to work in varying temperatures. Able to stand, bend, reach, cut and pull weeds for the entire work period each day. Employees must be able to lift weights ranging from 20 to 75 pounds. Workers are subject to random drug testing. SEE ETA 790 ATTACHMENTS FOR FULL JOB DESCRIPTION AT EMPLOYER'S EXPENSE 10</p>	
<p>10a. Descripción del Trabajo (Summary of Material Job Specifications in SPANISH must be included inside this box) 10 Debe tener 3 meses de experiencia comprobable el trabajar con freza, el entretacar y el frezar del criadero. El trabajador del criadero de los pescados realizará las varias actividades asociadas al trabajo del criadero de los pescados. Estas actividades serán realizadas exclusivamente en un ambiente al aire libre. Los empleados realizarán cualquier combinación de las tareas siguientes de atrapar y de pescados del oro de la freza, incuban los huevos, y alizan la fritada en criadero de los pescados; asegura la red en ambos bancos del río para divertir pescados a la charca de tenencia. Los retenes madurarán pescados de la charca de tenencia con la red de la mano y exprimen o bajan los vientres de pescados femeninos para lanzar los huevos en cubo. Exprime los vientres de los pescados masculinos para forzar milt sobre los huevos, y revuelve con la mano con guantes de goma a fertilizan los huevos. Bandejas del criadero de los terrapienes con los huevos y las bandejas fertilizadas de los lugares en canales de incubación. Las válvulas de las vueltas y colocan los baffles en canales para ajustar el volumen, la profundidad, la velocidad, y la temperatura del agua. Examina los huevos y selecciona muerto, estéril, y de los huevos del color, usando la jeringuilla de la succión. Las clases pescan según tamaño, el colorante, y la especie y transfieren los peccecillos a alisar las charcas o los tanques, usando los cubos o el carro del tanque. Dispersa el alimento sobre la superficie del agua a mano o activa, el sopador que dispersa automáticamente el alimento sobre el agua para alimentar pescados. Observa aspecto y acciones de pescados que se convierten para detectar enfermedades y agrega medicaciones al alimento y al agua según lo dado instrucciones por el supervisor. Las transferencias maduran pescados a los ríos y a los lagos usando el carro del tanque. Los expedientes colocan datos, y preparan informes de las actividades del criadero. Los drenes y limpian las charcas y los canales, usando cepillos, los productos químicos, y el agua. Los trabajadores pueden ayudar a coger pescados y a embalar para el mercado. Repara de menor importancia al equipo del criadero edificios de las pinturas, y mantiene los argumentos. Freza de mayo y pescado posterior del pescado de alimento o tropical y exótico para el uso comercial. Pescados de la migración de la marca de mayo con nitrógeno líquido, usando el dispositivo de marcado en caliente manual. Repara de menor importancia al equipo del criadero, edificios de las pinturas, y mantiene los argumentos. Freza de mayo y pescado posterior del pescado de alimento o tropical y exótico para el uso comercial. Pescados de la migración de la marca de mayo con nitrógeno líquido, usando el dispositivo de marcado en caliente manual. Los trabajadores comprobarán niveles del oxígeno en las charcas de pescados usando los metros de oxígeno proporcionados por el patrón. Los trabajadores segarán el & mantenga los diques con los cogedores y los comedores de mala hierba. Realizará mantenimiento general en el equipo; aeradores. Capaz de trabajar en temperaturas dispuestas durante el día. Debe ser capaz de soportar, de cortar y de tirar de las malas hierbas para el período entero del trabajo cada día. Los empleados deben poder levantar los pesos que se sustentan a partir de 20 a 75 libras. Los trabajadores están conforme a la prueba al azar de la droga. VEA LOS ACCESORIOS DE ETA 790 PARA LA DESCRIPCIÓN DE LOS TRABAJADORES 2004) COMPLETA EN EMPLOYER'S COSTOES 10</p>	

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
Fish Hatchery Labor	\$8.85	\$		FICA	*X		Weekly /
	\$	\$		Federal Tax	*X		Semi-annual _____
	\$	\$		State Tax	*X		Bi-Weekly / X cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)		X	Other / Otro _____
<p>More Details About the Pay / Más Detalles Sobre el Pago: Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The 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. The payroll period shall be bi-weekly. Workers will be paid weekly. 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, will be charged to the worker. (See attachment / para más detalles vea _____)</p> <p>*Excludes H-2A workers</p>							
<p>12. Transportation Arrangements / Arreglos de Transportación (Please explain) The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This paragraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employer shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work agreement, employer 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 and subsistence 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. By way of illustration and not in limitation of the foregoing the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Grower. (see attachment / para más detalles vea _____)</p>							
<p>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 pagarle a los trabajadores en estos tipos de cosecha(s) / sembrado(s)? Yes ___ No ___ If you have checked yes, what is the FLC wage for each activity? / Si contestó "Sí," cual es el salario que le paga el Contratista Agrícola para cada actividad?</p>							
<p>14. Unemployment insurance provided / Seguro por Desempleo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (applicable excludes H-2A workers)</p>							
<p>15. Workers compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>							
<p>16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>							
<p>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")</p> <p style="text-align: center;">NONE / NINGUNO</p>							
<p>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")</p> <p style="text-align: center;">NONE / NINGUNO</p>							
<p>19. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)</p> <p>VA Employment Commission 165 Deer Run Rd. Danville, VA 24540 Ph: (434) 791-5291</p>				<p>20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de teléfono)</p> <p>Lafe Lindsey Ph: (434) 791-5291</p>			
<p>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. Certification 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</p> <p><i>[Signature]</i></p>							
<p>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.</p>							
<p>Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington DC 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134)</p>							

ATTACHMENT TO ETA 790

The term "Employer" used herein shall refer to the named employer(s) in section 1.

Workers recruited under this Job Order are recruited to work on the employer's farm in the certified occupation during the period of employment shown in Item 6. The employer/members will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers.

1 Name and Address of Employer: Blue Ridge Fish Hatchery, 655 Fish Farm Lane Claudeville, VA 24076

4 Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing 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.

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 charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

5. All local applicants and intrastate (in state) are to apply directly to Blue Ridge Fish Hatchery, Monday-Thursday's between the hours of 9:00 am and 4:00 pm and between 9:00 am and 11:00 am on Friday. All interstate (out of state) applicants may apply at any State Workforce Agency (SWA) office or by contacting Rick Brown directly at 276-251-1570, in accordance with the referral instructions above. State employment service agency staff is encouraged to call to make a referral while the applicant is at the Job Service office. Interviews will be conducted quickly over the telephone to create less of a burden on the applicant. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements and enable Rick Brown's staff to conduct the telephone interview quickly.

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, will be permitted to complete the hiring process. 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. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this required documentation will not be allowed to work on the fourth business day or employment, or any subsequent days until the documentation is provided, as provided in the Act.

6 Anticipated dates of employment: 2/1/09 until 11/1/09.

7 The approximate maximum number of workers to be employed in the certified occupation by the grower is shown in the Addendum (the list of employers). The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

8 Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek 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 koi ponds 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, or other conditions beyond the employer's control. These periods can occur anytime throughout the season

10 Job Specifications.

A) Tools and Equipment: The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work. Workers will be charged for any willful damage or loss of such tools and equipment.

Fish Hatchery Worker's will be performing various activities associated with Fish Hatchery Labor. These activities will be performed exclusively in an outdoor environment. Employees will perform any combination of the following tasks to trap and spawn gold fish, incubate eggs, and rear fry in fish hatchery; secures net on both banks of river to divert fish to holding pond. Catches ripened fish from holding pond with hand net and squeezes or slits bellies of female fish to release eggs in pail. Squeezes bellies of male fish to force milt over eggs, and stirs with rubber gloved hand to fertilize eggs. Fills hatchery trays with fertilized eggs and places trays in incubation troughs. Turns valves and places baffles in troughs to adjust volume, depth, velocity, and temperature of water. Inspects eggs and picks out dead, infertile, and off color eggs, using suction syringe. Sorts fish according to size, coloring, and species and transfers fingerlings to rearing ponds or tanks, using buckets or tank truck. Scatters food over surface of water by hand or activates blower that automatically scatters food over water to feed fish. Observes appearance and actions of developing fish to detect diseases, and adds medications to food and water as instructed by supervisor. Transfers mature fish to rivers and lakes, using tank truck. Records field data, and prepare reports of hatchery activities. Drains and cleans ponds and troughs, using brushes, chemicals, and water. Workers may help catch fish and pack for market. Makes minor repairs to hatchery equipment, paints buildings, and maintains grounds. May spawn and rear food fish or tropical and exotic fish for commercial use. May mark migrating fish with liquid nitrogen, using hand operated branding device. Makes minor repairs to hatchery equipment, paints buildings, and maintains grounds. May spawn and rear food fish or tropical and exotic fish for commercial use. May mark migrating fish with liquid nitrogen, using hand operated branding device. Workers will be checking oxygen levels in fish ponds using oxygen meters provided by employer. Workers will mow & maintain levees with mowers and weed eaters. Will perform general maintenance on equipment & aerators.

Workers are required to wad into ponds, up to their waist to perform some of the duties listed in this job order. Workers will stand on feet in fields for long periods of time. Workers are required to work when ground is wet with dew or rain. Temperatures in fields during working hours can range from thirty (30) degrees F to over eighty (80) degrees

General Conditions Applicable to All Crops: Work begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 80 (+) degrees to below 35 degrees F. Workers will work on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the fish farm, that is incidental to fish farming the description listed in the application, weeding, make minor repairs to hatchery equipment, paint buildings, and maintain grounds, may operate tractors and bush hogs on an incidental basis, etc. 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

Work specifications, can change from time to time during the season due to hatchery or market conditions. Workers will be expected to conform to the specific instructions given for each days work.

The owner/supervisor or a designated employee will provide instructions and general supervision. However, 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 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, 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.

11. Wage Rates, Special Pay Information and Deductions:

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. 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 \$8.85 per hour. In the event DOL promulgates a new AEWR during the recruitment or work contract period, which is lower or higher than the current AEWR at the time of application, this lower or higher 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 and State Income tax as required by law. Workers will be charged for the following: 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 charges expressly authorized by the Worker in writing. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory minimum wage.

B). Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours, which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, 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 bi-weekly. Workers will be paid bi-weekly.

E). Employer will provide a worker referred through the SWA 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 \$8.85 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 labor and maintenance activities including, cleaning and maintaining migrant housing, pulling weeds, 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; 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, employer shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work agreement, employer 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 and subsistence 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 employer reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$9.90 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.102(b)(5) only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Grower. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will 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. Workers are free to choose their own means of transportation at their own expense.

Other Conditions of Employment: A). Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned grower's work rules; the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment: two consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Grower and secure permission for necessary absences. g) falsifying identification, personnel, medical, production or other work related records. h) fails or refuses to take random drug test for all employees. i) commits acts of insubordination. Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy

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

- C) Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.
- D) Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.
- E) Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.
- F) Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.
- G) Training: There will be a short training period (up to 3 days) to familiarize workers with job specifications, to demonstrate proper methods and other fish-related issues. The employer will not provide separate formal orientation or training periods for each different fish 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 to possess the skills to work in the production of the crops noted in Item II. For purposes of this section seven or more hours will be considered one day.
- H) Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.
- I) U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations
- J) Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.
- K) The employer as a part of positive recruitment as per 20 CFR 655.105(a) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.) where appropriate, and to provide any additional information that workers need to coordinate their arrival. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.
- L) The employer is an equal opportunity employer. Women and minorities are encouraged to apply for these jobs.
- 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 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: This 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 also be requested to take random drug tests at no cost to the worker. Failure to comply with the request or testing positive will 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, these work rules are only a suggestion to the employer. The employer's use of these work rules is entirely voluntary. The employer may develop and enforce his/her own work rules.

Violation of these rules or other lawful job-related employer requirements, including these work rules, would 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, workman-like manner in accordance with the provision of the work contract. Sloppy work will not be tolerated
2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be CAUSE FOR IMMEDIATE TERMINATION.
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences are defined as: Two consecutive days of unexcused absences or three unexcused absences in a 30-day period. Violation will be CAUSE FOR IMMEDIATE TERMINATION. Workers must report at assigned time and place each workday as directed by the grower or supervisor. WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.
4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.
7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.
8. Workers may not take unauthorized breaks from work.
9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
10. Workers may not enter employer's premises without authorization.
11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.

REGLAS DE TRABAJO

Las reglas de trabajo siguientes son queridas para proporcionar la dirección a trabajadores en los estándares de conducta e interpretación esperada de ellos por el Patrón. La violación de estas reglas u otras exigencias de patrón relacionadas con el trabajo legales, incluso estas reglas de trabajo, será considerada tierras para disciplina o descarga inmediata. Las penas para infracciones pueden incluir la suspensión del trabajo sin la paga para el resto del día, o durante hasta tres días, en el único juicio del Patrón, según la seriedad de la infracción, el registro previo del trabajador, y otros factores relevantes. Las infracciones repetidas, serias, o agravadas pueden causar la descarga inmediata. Se espera que trabajadores cumplan con todas las reglas acerca de disciplina, asistencia, calidad de trabajo y cantidad, y el mantenimiento de toda la propiedad.

1. Los trabajadores deben realizar su trabajo adjudicado en una manera cuidadosa, parecida a un trabajador de acuerdo con la provisión del contrato de trabajo. El trabajo descuidado no será tolerado.
2. El uso o la posesión de bebidas alcohólicas o medicinas ilegales son estrictamente prohibidos durante el tiempo de trabajo o durante cualquier día laborable antes de que el trabajo sea completado para el día (como durante comidas); los trabajadores pueden no hacer un informe para el trabajo bajo la influencia de bebidas alcohólicas o medicinas ilegales. Las medicinas ilegales no pueden ser usadas o sigieron cualquier local de patrón, incluso el alojamiento en cualquier momento. El uso o la posesión de medicinas ilegales, fallando o rechazando tomar una prueba de medicina serán LA CAUSA PARA LA TERMINACIÓN INMEDIATA.
3. Las ausencias excesivas y/o la tardanza no serán permitidas. Se espera que empleados estén presentes, a tiempo, capaces y complacientes a realizar el trabajo adjudicado cada previsto el día laborable. Este no es el "o trabajo de día esporádico." Las ausencias excesivas son definidas como: Dos días consecutivos de ausencias no perdonadas o tres ausencias no perdonadas en un período de un 30 día. La violación será la CAUSA PARA LA TERMINACIÓN INMEDIATA. Los trabajadores deben hacer un informe en tiempo adjudicado y lugar cada día laborable como dirigido por el cultivador o supervisor. Los TRABAJADORES SERÁN DESCARGADOS PARA LA TARDANZA EXCESIVA. La tardanza excesiva es definida cuando 2 no perdonó tardies en fila o 5 no perdonó tardies en un período de treinta días.
4. Los trabajadores mantendrán y guardarán la residencia proporcionada a ellos conforme a OSHA 1910.142 Estándares como fijado en el alojamiento y en la condición limpia y en la reparación buena, tener en cuenta el desgaste razonable. Los trabajadores cooperarán con otros trabajadores adjudicados a tal alojamiento en el mantenimiento de cocina común y áreas vivas en buenas condiciones. Se requerirá que trabajadores guarden el área exterior que rodea el campo limpio y libre de escombros. Los trabajadores reafatarán puntualmente cualquier problema con el alojamiento al patrón o supervisor designado.
5. Los trabajadores que viven en el alojamiento del patrón adjudicado a literas pueden no separar literas, cuando el espacio en cuartos durmientes es necesario por todos los inquilinos.
6. Los trabajadores que viven en el alojamiento del patrón pueden no cocinarse en cuartos durmientes o ninguna otra no cocina. Los trabajadores están prohibidos de quitar baterías de detectores de humo por cualquier razón La VIOLACIÓN SERÁ LA CAUSA PARA LA TERMINACIÓN INMEDIATA.
7. Los trabajadores no deben dejar caer papel, latas, botellas y otra basura en campos, embalando la casa, o en el alojamiento del local. La basura y los receptáculos de desecho deben ser usados.
8. Los trabajadores pueden no tomar rupturas no autorizadas del trabajo.
9. Los trabajadores pueden no dejar el campo u otra área de trabajo adjudicada sin el permiso de agricultor o persona responsable.
10. Los trabajadores pueden no entrar en el local del patrón sin la autorización.
11. Los trabajadores pueden no comenzar el trabajo antes del tiempo inicial previsto o seguir trabajando después del tiempo parador a menos que no autorizado por el patrón.
12. Los trabajadores que viven en el alojamiento del patrón pueden no tener a invitados en el alojamiento del local después de las 22h30 excepto el sábado por la noche en el cual las horas de invitado se terminan a las 12h00. Ningunas personas, además de trabajadores adjudicados por el patrón a un cuarto, pueden dormir en cualquier cuarto.
13. Los trabajadores pueden no restringir deliberadamente la producción.

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

10-28-08
Date



Agency and Indemnity Agreement

This Agency and Indemnity Agreement (the "Agreement") entered into by and between the International Labor Management Corporation, Inc. (the "ILMC"), an agricultural labor consulting firm in the state of North Carolina and Blue Ridge Farm Offi, an agricultural producer(s) in the state of NC, who is a Client of the ILMC ("Client")

WHEREAS, the ILMC is qualified and capable as Agent of rendering consulting and administrative services necessary to assist the Client in participating in the H-2A program and for the client to obtain supplementary foreign workers under the labor certification process for temporary agricultural employment in the United States ("H-2A workers") to meet the reasonable labor requirements; and

WHEREAS, the Client desires to avail himself of the consulting and administrative services of the ILMC as Agent in participating in the US government authorized H-2A alien certification program to meet the Client's reasonable labor requirements for the calendar year beginning January 1, 2009.

NOW THEREFORE, in consideration of the payment by the Client of the established dues, admission fees and other assessments and such costs as are charged from time to time for providing the services requested by the Client, and for other good and sufficient consideration, including the mutual promises contained in the ILMC Bylaws and this Agreement, pursuant to the requirements of 20 C.F.R.655.101 (a)(3), and the parties hereto further agree as follows:

A. ILMC Obligations

- (1) The ILMC will prepare and process forms and documents pursuant to applicable laws and regulations of the United States Department of Labor and the United States Immigration and Naturalization Service required for the client to participate in the US government authorized H-2A alien certification program.
- (2) The ILMC, on behalf of its Client, will undertake the administrative tasks of the domestic recruitment requirements as established by the regulations and guidelines of the United States Department of Labor (limited exclusively to placing advertisement in newspapers and radio, listing the job order with the appropriate State Employment Service Agency, and preparing and filing the necessary recruitment report for the United States Department of Labor), in order for the client to participate in the H-2A program.
- (3) The ILMC will maintain, either directly or through its designated representatives, all contacts with the State Workforce Agency, the State Department of Labor, the United States Department of Labor, and the United States Citizenship and Immigration Services, and other governmental agencies necessary to effectuate the purpose of this Agreement.

B. Client Obligations

- (1) The Client agrees to comply timely with all reasonable policies, procedures, and schedules established by the ILMC which it considers essential for compliance with laws and regulations, successful participation and for the proper operation of the H-2A program.
- (2) The Client agrees to comply with all of the terms and conditions of employment made by the ILMC on the Client's behalf in the Agricultural and Food Processing Clearance Order, ETA Form 790, and Application for Alien Employment Certification, ETA 750 ("Job Order") and with each term of the agricultural work agreement, which describes all the material terms and conditions of employment,

that is entered into with both U.S. and H-2A workers by the Client. The Client agrees to familiarize himself with the terms and conditions of employment in the job order and the agricultural work agreement and to comply with all obligations imposed on the Client as an employer of U.S. and/or H-2A migrant and/or seasonal agricultural labor found in applicable law and regulations, including without limitation, those at 20 C.F.R. Parts 653 and 655.

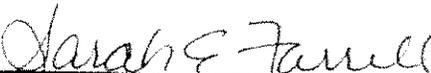
- (3) In particular, but not limiting the foregoing, the Client agrees a) to pay worker's required wages and benefits, b) to make those deductions from the worker's paychecks which are required and only those deductions allowed by law, c) to provide housing as required which meets all applicable standards, d) to reimburse timely required 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 rates are used, the units produced daily, and f) to terminate the worker only for lawful job related reasons.
- (4) The Client agrees to pay timely any judgment or penalty entered against Client and to indemnify and hold harmless the ILMC and any of its other Clients for judgments entered against it or them arising out of the Client'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 ILMC or other Clients in defending against such claim. Client 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 Client agrees that in matters in which a claim is made or litigation is instituted against the ILMC's Board of Directors may exercise its discretion a) to settle such matters on behalf of itself and the Client 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 Client out of whose alleged action or inaction the claim was asserted or, what amount, if any, will be borne by the ILMC and/or shared among its Clients. The terms of this Paragraph 4 survive any future separation of the parties to this agreement and the term of this Agreement.
- (5) The Client agrees to pay the ILMC any assessment made by the ILMC as the Client's share of legal and any other expense or liability incurred by the ILMC 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 Client or arising out of the fault of the Client, in accordance with a formula approved by the ILMC. The terms of this paragraph 5 survive any future separation of the parties to this agreement and the term of this Agreement.



Client Signature



Title



Sarah E. Farrell, President, ILMC

State Agency VEC

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-122969

1. Numero de la Orden: _____

2. Name of Employer: Blue Ridge Fish Hatchery

2. Nombre del Empleador: _____

3. Location of Employer and Directions:
655 FISH FARM LN Patrick Co
Chapelville, VA 24076 VA-RT8-
Chapelville

3. Lugar y Direccion del Empleador: _____

4. Period of Employment:
From 2-1-09 To 11-1-09

4. Periodo de Empleo:
Del _____ Al _____

5. Work Schedule:
Hours per day 7 1/2 Days per week 5 1/2

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

6. Crop and Pay:

Crop	Hourly Wage	Unit of Production	Piece Rate	Estimated Hourly Wage
<u>Fin Fish</u>	<u>8.85</u>	<u>HR</u>	<u>LN</u>	<u>8.85</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Cosecha y Pago:

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

Calculo Anticipado del
Sueldo por Hora

Bonus: N/A

Pago Adicional: _____

7. Work tasks to be performed:
Regular: TRAP-SPAWN - TANKS & ponds
Soor, Feed, Clean, Repair Hatch
egors.

7. Labores a desempenar en el trabajo:
Normales: _____

Alternate tasks and pay during first week in
case of crop delay (see item 12)
Point. Oldg, Repair Egors
Clean, general Farm work

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

3. Transportation provided:

yes no

8. Transportacion Proveida:

si no

9. Housing can accomodate 2 number of people

individual family

9. Viviendas disponibles para _____ persons

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 1-19-09. In order for you to be eligible for this guarantee, you must contact the Job Service office at _____

V.E.C.

P.O. Box 11657 - 165 Decatur Rd

Danville, VA 24540

during the period of 1-19-09 / 1-23-09
Any Job Service office will assist you in doing this.

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 SERVICES

ALCOHOL AND DRUG ABUSE

Al Anon 638-8175
 Alcohol & Drug Council 694-4361
 Alcoholics Anonymous 638-8175
 Center for Substance Abuse Treatment (CSAT)
 National Drug and Alcohol Treatment
 Referral Hotline 800-662-HELP (4357)
 (TDD) 800-228-0427
 Community Memorial Pavilion
 1-800-972-0050
 Narcotics Anonymous 1-800-777-1515
 National Clearinghouse for Alcohol and
 Drug Information 1-800-729-6686
 Patrick Henry Drug &
 Alcohol Council 632-6318

ANIMAL HUMANE

SPCA Animal House
 Martinsville-Henry Co. Society for the
 Prevention of Cruelty to Animals 632-0548

CHAMBERS OF COMMERCE

Martinsville-Henry Co.
 Chamber of Commerce, Inc.
 115 Broad St., P.O. Box 709
 Martinsville, VA. 24114-0709 632-6401
 Patrick Co. Chamber of Commerce, Inc.
 P.O. Box 577, Stuart, VA 24171 694-6012

CHILDREN AND YOUTH

ADOPTION & FOSTER CARE

Social Services
 Henry County/Martinsville 656-4300
 Patrick Co. 694-3328

ADOPTIVE PARENT RESOURCE

COUNSELING
 Anchor House 634-2901
 CONTACT - Teenline 634-5005
 Mental Health 638-7801

Patrick Henry Drug &
 Alcohol Council 632-6318

SERVICES

Child Support 857-7932
 Piedmont Regional Infant
 & Parent Program 638-3242

YOUTH DEVELOPMENT

4-H Youth Organization
 Henry Co. 634-4650
 Stuart 694-3341

FOCUS

Big Brothers & Sisters of MHC 632-6106
 Boy Scouts

Martinsville & Stuart 638-8367
 638-4673
 1-800-268-0724

Henry County 632-8365
 Stuart 694-3723
 Salem 1-800-542-5905

Office on Youth

Martinsville/Henry Co. 638-2918
 Patrick Co. Office on Youth 694-3553
 YMCA - Family 632-6427

COLLEGES & UNIVERSITIES

(See YELLOW PAGES - SCHOOLS -
 Universities and Colleges - Academic)

CONSUMER EDUCATION & PROTECTION

U.S. Consumer Product
 Safety Commission 1-800-638-2772
 VA Office of Consumer
 Affairs 804-786-2042

EMPLOYMENT CONCERNS

COUNSELING/TRAINING/PLACEMENT
 MARC Workshop 632-1018
 PARC Workshop 694-4211
 Senior Employment &
 Training 632-6442 or 1-800-468-4571
 VA Dept Rehabilitation
 Services 632-7161
 VA Dept. Visually Handicapped 857-7122
 VA Employment Commission
 Job Service 632-3270
 Unemployment Insurance 632-3271

EMPLOYEE ASSISTANCE PROGRAMS

Solutions Employee Assistance
 Programs 1-540-728-2515
 or Toll Free 1-877-888-4307

ENVIRONMENTAL CONCERNS

Clean Community of
 Martinsville & Henry County
 P.O. Box 709
 Collinsville, VA 24078 634-4674

FAMILY AND MARRIAGE

COUNSELING
 For The Children 638-4673
 Mental Health Assoc. 638-7801
 Citizens Against Family Violence 632-8701

FAMILY PLANNING

Health Dept. Martinsville/Henry Co.
 638-2311
 Patrick Co. 694-3183

PREGNANCY PREVENTION

For the Children 638-4673

FINANCIAL ASSISTANCE

FOOD SERVICES
 Food Stamps (Social Services)
 Henry Co. 634-4750
 Martinsville 656-5250
 Patrick Co. 694-3328
 Salvation Army 647-7497

FURNITURE AND CLOTHING

Salvation Army (Thrift Store)
 Collinsville 647-3450

HEALTH

American Lung Association of Virginia
 Roanoke 362-5864
 ARTHRITIS FOUNDATION
 VA Chapter - Southwest
 VA Branch 800-456-4687

HEALTH - cont'd

Centers for Disease Control
 American Cancer Society 638-894
 American Heart Assn. 804-527-0111
 C.D.C. National AIDS Hotline
 Toll Free (24 hrs) 800-342-2437
 SIDA (In Spanish) 800-344-7432
 Text Telephone (TDD)
 (Mon-Fri 10am to 10pm) 800-243-7889
 Health Dept.

Martinsville/Henry Co. 638-2311
 Patrick Co. 694-3111

HOSPICE-Memorial Hospital 666-7441
 TEL-MED 632-9732
 West Piedmont AIDS Task Force 666-814

BLIND & VISUALLY HANDICAPPED
 VA. Dept. of Visually
 Handicapped 703-857-7122

DEAF & HEARING IMPAIRED
 Social Security Information
 for hearing impaired 1-800-325-0772
 VA Dept. for Deaf &
 Hard of Hearing 1-800-552-7911

Hospitals
 (Also see YELLOW PAGES - Hospitals)
 Memorial Hospitals of Martinsville
 & Henry Co.

General Information 666-7200
 Patient Information 666-7493
 Patrick Community Hospital, Inc.
 Stuart 694-8600

Epilepsy Association of Virginia
 804-924-5401

MENTAL HEALTH

Mental Health Association 638-7801
 Piedmont Regional Community
 Services
 Martinsville 632-7128

MENTAL RETARDATION

Development Center
 For Handicapped 694-6047
 Piedmont Regional Mental
 Retardation Services 632-1640

HOTLINES AND CRISIS NUMBERS

Citizens Against Violence 632-8701
 Domestic Violence Hotline 632-8701
 C.D.C. National AIDS Hotline
 Toll Free (24 hrs) 800-342-2437
 SIDA (In Spanish) 800-344-7432
 Text Telephone (TDD)
 (Mon-Fri 10am to 10pm) 800-243-7889
 Career Information Hotline 1-800-542-5970
 Center for Substance Abuse Treatment (CSAT)
 National Drug and Alcohol Treatment Referral
 Hotline 800-662-HELP (4357)

CRISIS INTERVENTION

CONTACT 632-7253
 VA Dept. for the Deaf &
 Hard of Hearing 1-800-552-7911

DISASTER RELIEF

American Red Cross
 Martinsville 632-5127
 Stuart 694-3505
 Salvation Army 647-7497

COMMUNITY SERVICES

HOTLINES AND CRISIS NUMBERS - cont'd

DOMESTIC VIOLENCE

Child Abuse Hotline 1-800-552-7096
 Child Abuse & Neglect 694-3328
 Child Protective Services
 Henry Co. 634-4750
 Martinsville 656-5200
 Patrick Co. 694-3328

POISON CONTROL

Memorial Hospital ER 666-7237
 Poison Control Center
 Charlottesville 1-800-451-1428

RUNAWAYS/MISSING CHILDREN

National Runaway Switchboard
 Hotline 1-800-621-4000
 Sexually Transmitted Disease 1-800-227-8922
 Vanished Children's Alliance 1-800-VANISHED (826-4743)

HUNTING & FISHING

Dept. of Game and Inland Fisheries
 4010 W. Broad St.
 Richmond, VA 23230 804-367-1000

INFORMATION & REFERRAL

Better Business Bureau
 Roanoke 1-800-533-5501

CONTACT

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
 3600 West Broad Street
 Richmond, Virginia 23230-4917
 804-367-8500

www.state.va.us/dpor

FBI-Richmond 804-261-1044
 Patrick Co. Office on Youth 694-3553
 Mental Health 638-7801
 Citizens Against Violence 632-8701
 U.S. Secret Service
 Richmond 804-771-2274
 Roanoke 703-345-4301

United Way Martinsville 638-3946
 Information & Referral Center 1-800-230-6977

PREGNANCY

Family Life Services 666-4081
 Martinsville/Henry Co. Health Dept. 638-2311
 Patrick Co. Health Dept. 694-3188

LEGAL SERVICES

VA Dept. Rights of Disabled 1-800-552-3962
 VA Lawyer Referral Service 1-800-552-7977

LIBRARIES

LICENSING & REGISTRATION

BIRTH & DEATH CERTIFICATES

Division of Vital Statistics
 P.O. Box 1000
 Richmond, VA 23208 804-225-5000

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

3600 West Broad Street
 Richmond, Virginia 23230-4917
 804-367-8500

www.state.va.us/dpor

DOG LICENSES

Treasurer's Office
 Henry Co. 634-4675
 Martinsville 656-5242
 Patrick Co. 694-7257

DRIVERS LICENSES & PERMITS

VA Dept. of Motor Vehicles
 Martinsville 632-7145
 Stuart 694-6113

MARRIAGE LICENSES

Circuit Court & County Clerk's Office
 Henry Co. 634-4880
 Martinsville 656-5000
 Patrick Co. 694-7213

NEWSPAPERS

Bull Mountain Bugle
 P.O. Box 308, Stuart, VA 24171 694-7117
 The Enterprise, Inc.
 P.O. Box 348, Stuart, VA 24171 694-3101
 The Martinsville Bulletin
 204 Broad St.
 Martinsville, VA 24112 638-8801

RADIO STATIONS

WFIC 647-1530
 WHEE 632-9811
 WHEO 694-3114
 WMVA-AM 632-2152

SENIOR CITIZENS

Adult Day Care Center of Martinsville and Henry Co.
 433 Commonwealth Blvd.
 Martinsville, VA 24112 666-9400
 Henry Co. Senior Services
 Henry Co. Administration Bldg.
 Collinsville, VA 24078 634-4644
 Martinsville Senior Center
 21 Moss St.
 Martinsville 656-5260
 Southern Area Agency on Aging
 433 Commonwealth Blvd.
 Martinsville, VA 24112 632-6442
 Patrick Co. call toll free 1-800-468-4571

TAX INFORMATION

FEDERAL
 Internal Revenue Service
 Forms Ordering 1-800-829-FORM (3676)
 Information & Assistance 1-800-829-1040
 STATE
 Commissioner of Revenue

Henry Co. 634-4690
 Martinsville 656-5000
 Patrick Co. 694-7213

TELEVISION STATIONS

Adelphia Customer Care Center 800-835-4949

TIME, TEMPERATURE & WEATHER

Time 632-2002
 Weather 957-3784

TRANSPORTATION

Blue Ridge Airport
 Rt. 698 P.O. Box 160
 Spencer, VA 24165 957-2291
 Piedmont Triad Int'l Airport
 P.O. Box 35005
 Greensboro, NC 27425 910-665-6666
 Roanoke Regional Airport
 5202 Aviation Dr.
 Roanoke, VA 24012 362-1999

UTILITIES

ELECTRIC
 Appalachian Power Co.
 Fieldale 627-1200
 Stuart 694-3776
 656-5000
 City of Martinsville

GAS
 Southwestern VA Gas Co.
 208 Lester St.
 Martinsville, VA 24112 632-5662

WATER
 Henry Co. 634-2500
 Martinsville 656-5000
 Patrick Co. 694-3811

VETERANS

American Legion 632-8170
 Greensboro Veterans Center 910-333-5366
 Veterans Affairs, Regional Office
 Roanoke, VA 1-800-827-1000

VOLUNTEER OPPORTUNITIES

Blue Ridge Nursing Center of Martinsville & Henry County 638-8701
 Citizens Against Family Violence 632-8701
 CONTACT 632-7295
 FOCUS 632-7575
 Habitat of Martinsville and Henry County Housing 638-9014
 Hospice of Memorial Hospital of Martinsville & Henry Co. 666-7469
 Martinsville Ostomy Support Group 666-7815
 956-2277
 Memorial Hospital Volunteers 666-7481
 Mental Health 638-7801
 Patrick Co. Office on Youth 694-3553
 Rescue Squads of Henry County & Martinsville 634-4664
 647-7497
 Salvation Army
 Stanleytown Healthcare Center of Stanleytown Va 540-629-1772
 United Way 638-3946

VOTER REGISTRATION

Henry Co. 634-4697
 Martinsville 656-5000
 Patrick Co. 694-7206