VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 5/20/2008

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

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

SUBJECT: Request for Extension of Clearance Order No. 102540

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

dated 5/20/2008 for 3 (No. of Openings), General Farmworker 421-687-010 (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle Abraham
(signature)

* *

DATE _____

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

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

_____
(signature)

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

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

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)
East Tennessee Agricultural Growers Assn. Inc.
2509 Castleton Drive, Sanford, NC 27330 (919) 776-2424

Industry Code / Código de Industria: 0161
Job Order # / No. Orden de Empleo: 102540
Occupational Title and Code / Título Ocupacional y Código: Farm worker: Diversified Crops
Clearance Order Issue Date / Fecha de Tramite: 5/20/08
Job Order Expiration Date / Fecha de expiración: 10-02-08

2. Location and Direction to Work Site / Dirección del lugar de trabajo
Eduardo Alvarado Salinas Phone: 276-762-0749
2888 Moccasin Valley Rd. Mail address: PO 296
Lebanan,VA 26266 Castlewood,VA 24224
(see attachment / para más detalles vea 1)

6. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: ____ To / Hasta ____ 7/15/08 to 12/20/08

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Take Hwy. 58 from Abington for 18 miles. Turn left on St. Route 613. Go three miles; house on left. Frame house: 3 bedrooms,kitchen,livingroom and bath with tub & shower.
(see attachment / para más detalles vea 1)

7. No. of Worker's Requested / No. de Trabajadores Pedidos 3

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena
Total: 40
Sunday / Domingo ____ Wednesday / Miercoles 8
Monday / Lunes 8 Thursday / Jueves 8
Tuesday / Martes 8 Friday / Viernes 8
Saturday / Sabado ____

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

4. Board Arrangements / Arreglo de Alojamiento
Worker will purchase and prepare their own meals. Time will be decided by the employer. Transportation be employer to store (no charge) Kitchen provided
(see attachment / para más detalles vea 1)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos Emplorer agrees to interview all U.S. workers referred by the State Employment Service, local or supply states who have been screened by such offices.
(see attachment / para más detalles vea 1)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Workers will pull tobacco plants from plant beds, transplant plants in rows in fields. Tops,cultivates, hoist etc.
(see attachment / para más detalles vea 1)

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]
Los trabajadores estiraran tabacco las plantas de camas de planta,las plantas de trans-plante en filas en campos: las Cimas,cultivan,el torno, etc.
(see attachment / para más detalles vea 1)

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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciónes	YES SI	NO	Pay Period Periodo de Pago
	$	$					
Tobacco	$ 8.85	$ N/A		Social	X		Weekly / Semanal X
Div Crops	$ 8.85	$ N/A		Federal Tax Impuestos Federales	X		
	$	$		State Tax Impuestos Estatales			Bi-weekly / cada 2 sem.
	$	$		Meals (comidas)			
				Other (specify)/ Otro			Other / Otro

More Details About thePay/Más Detalles Sobre el Pago Employer will furnish written statements showing: Name & payroll identification number: starting and ending time; total earnings;deductions & net payment
(see attachment / para más detalles vea 1)

12. Transportation Arrangements / Arreglos de Transportación (Please explain) Subsistence from place of recruitment for transportation & daily subsistence of 50% of job contract period:
(see attachment / para más detalles vea 1)

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

14. Unemployment Insurance provided / Seguro por Desempleo: Yes ☐ No ☒

15. Workers' compensation Insurance provided / Indemnización por accidente de trabajo: Yes ☒ No ☐

16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☒ No ☐

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

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

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) VEC Local Bristol
192 Bristol East Ra Bristol VA 24209- 6129

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

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Titulo del Empleador Please see Agency & Indemnity(Louise Dickens) Louise Dickens

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un Intercambio gratis de trabajo para juntar a los empleadores y

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

Item 2: Location & Direction of work site: Eduardo Alvarado Salinas: P.O. Box 296, Castlewood, VA 24224-0296: (911 Address: 2888 Moccasin Valley Road, Lebanan, VA 26266

Item 3: Location & description of housing: Take Highway 58 from Abington VA for 18 miles. Turn left on State Route 613; go three miles; house is on the left. Frame house with three bedrooms. kitchen, living room and bath with tub and shower.

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

Item 5: Employer agrees to interview all U.S. workers referred by the State Employment Services, local or by supply states who have been screened by such employment services offices for:
(1) Availability for entire season
(2) Who have been full apprised by the local employment office of the terms, conditions and nature of employment. Direct interviews with the employer will be acceptable as long as the employee understands that he must comply with the terms of the agreement. He must have legal documents to prove he is eligible to work in the USA and be available for the entire contract period. Employer is willing to interview all qualified US workers to include walkup applications. They may see the agreement at the employment office.

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

Item 10: The worker plants, cultivates, irrigates,harvests, plants seeds or digs up and transplants seedlings and sets, using handtools such as hoes and scoops, chops out weeds, thins plants to leave sturdier plants spaced at regular intervals. Workers will also hill up soil around plant roots to retain moisture and protect roots from temperature extremes, using hoe. He pulls leaves from stalks to harvest crop, stacks or packs frame beds and pulls up seedlings to be transplanted. May set up poles, string wires and twine among poles to form trellises and secure plants and cloth netting to trellis structure to supplort growing plants and provide shade. May cut or pull away tops, leaves and suckers from plants during growing season. May spray fungicides and pesticides on plants to destroy diseases and insects, using hand or an engine-powered pump sprayer. May sharpen hoes using a portable grinding wheel and hand file. Workers will help remove tobacco from storage following curing and assist in striping leaves from stalks and place in balers to be bound in bales weighing 90 to 125 pounds. The bales will be loaded onto to trucks for for transporting to market. May be identified with task performed, such as pole setting, raking, suckering and picking, or according to

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

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

a) FICA 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 Workers 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. **Employer will not make deductions from pay which would bring the wage below the federal minimum for the work week. The workers will be charged for destruction of property.** If before the expiration date specified in the work order, the service of the workers is no longer required for reasons beyond the control of the employer due to fire, or other Acts of God, such as frost, flood, drought, hail, etc., which makes the fulfillment of the contract impossible, and the RA so certified. **The employer will comply with the 3/4 guarantee if contract is terminated early due to an Act of God.** In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, the worker will be returned to the place from which the worker, without intervening employment, came to work for the employer at the expense of the employer.

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

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

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

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

b) When the services of the worker are no longer required for reasons beyond the control of the

I request accesss to the Conditional Clearance System for temporary Agricultural Housing. Such housing will comply with the full set of U.S. Dept. of Labor guidelines or Occupational Safety & Health Administration by 6/15/08 (30 calendar days) prior to my date of need.

LD
Agent

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

LD
Agent

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

LD
Agent

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

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

Louise Dickens
Agent

AGENCY AND INDEMNITY AGREEMENT VA

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

WITNESSETH THAT:

INASMUCH as the Agent is qualified and capable of rendering all services necessary to obtain domestic and/or supplementary foreign workers to meet the seasonable labor requirements of the Producer, and INASMUCH as the producer desires to avail himself of the services of the Agent, NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

In consideration of the payment by the Producer of the specified amount and such other costs as are assessed for providing the services requested by the Producer and for other good and sufficient considerations, the AGENT AGREES:
(1) To take all necessary steps to prepare and process all documents, and to arrange for the processing of all forms and documents required pursuant to the regulations of the Dept. of Labor and the U.S. Immigration and Naturalization Service to obtain domestic and/or supplementary farm labor from the Republic of Mexico.
(2) To maintain directly or through a designated representative, all contracts with the Virginia Employment Commission, the U.S. Dept. of Labor, and the U.S. Immigration and Naturalization Service necessary to effectuate the purpose of this agreement.

THE PRODUCER AGREES:

(1) To comply with the terms and conditions of the contract entered into between the workers and the Producer.
(2) To undertake recruitment (ads, interview, hire workers) through such procedure as may be established for the purpose of recruiting the required number of farm laborers from from the domestic and/or the Republic of Mexico..
(3) To comply with all reasonable polices which are essential for the proper operation of the program to obtain domestic farm workers and/or to import farm labor from the Republic of Mexico
(4) To pay any legal and any other expenses incurred defending or prosecuting any litigation, or administrative complaint.

IN WITNESS WHEREOF, the parties herto have affixed their hand and seal this 1 Day of 5, 2008.

By: Louise Dickens
Agent

By: Eduardo A Salinas
Producer

WORK RULES

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

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

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

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

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

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

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

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

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

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

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

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

10. Workers may not take unauthorized breaks from work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NORMAS DE TRABAJO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER:___102540_____

2. NAME OF EMPLOYER: Eduardo Alvarado Salinas

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

4. PERIOD OF EMPLOYMENT:
FROM 7-15-08 to 12-20-08

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

6. CROP AND PAY:

CROP:	tobacco and cabbage
HOURLY WAGE:	$8.85 or '08' AEWR
PIECE RATE:	N/A

7. WORK TASKS TO BE PERFORMED:
Plant, cultivate and harvest tobacco. Pull mature leaves, topping suckering. Workers will cut and hang tobacco for curing. Tobacco will be graded and loaded on trucks/trailers for shipment to the market. Heavy lifting and stoop labor will be required.

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

9. HOUSING CAN ACCOMODATE__ PERSONS
___X___INDIVIDUAL
_____FAMILY

10. MEALS:

PROVIDED:_____YES_____X__NO

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

WORKERS MAY DO THEIR OWN COOKING:

_____X_____YES_____NO

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX
INCOME TAX	XXXXXX

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMBERO DE LA ORDER:____102540_____

2. NOMBRE DEL EMPLEADOR: Eduardo Alvarado Salinas

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

4. PERIODO DE EMPLEO:
DEL 7-15-08 al 12-20-08

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

6. COSECHA Y PAGO:

COSECHA	califor a tabaco
SUELDO POR HORA	$8.85 or '08'AEWR
PAGA POR UNIDAD:	N/A

7. LABORES A DESEMPENAR EN EL TRABAJO:
La planta, cultiva y cosecha el tabaco. Tire de las hojas maduras, rematando. Los trabajadores cortarán y colgarán el tabaco para curar. El tabaco será calificado y cargado en camiones para el envio al mercado La elevación pesado y se inclina el trabajo requerido.

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

9. VIVENDA DISPONIBLE PARA ___ PERSONAS:
_____X_____INDIVIDUOS
_____FAMILLAS

10. COMIDAS PROVISTAS:
X
_____SI_____NO

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

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS____X_____SI_____NO

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX
IMPUESTOS SOBRE INGRESOS	XXXXXX

TRANSPORTATION NONE
TOOLS & EQUIPMENT NONE

CREWLEADER CHARGES NONE

12. NOTES TO WORKERS:

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

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by _07-01-08____.

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

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

During the period of __07-01-08 to 07-08-08__.
Any Job Service office will assist you in doing this.

TRANSPORTACION ___NO____

HERRAMIENTAS Y MAQUINARIA ___NO_____

SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS ___NO____

12. NOTAS PARA EL TRABAJADOR:

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

El empleador ba garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sen a nas tardar el____07-01-08_____.
Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleoas en el:

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

Durante el periodo el _07-01-08__al__07-08-08____.
Cualquier Oficina del Servicio de Empleos le asistira en hacerto.

COMMUNITY SERVICES

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

RUSSELL COUNTY HEALTH DEPARTMENT
TELEPHONE: 276-889-7621

RUSSELL COUNTY DEPARTMENT OF SOCIAL SERVICES
TELEPHONE: 276-889-2679

MIGRANT HEALTH NETWORK OF SOUTHWEST VIRGINIA
P.O. BOX 95
EMORY, VA 24327
TELEPHONE: 276-944-4455

HOTLINE AND CRISIS
C.D.C. NATIONAL AIDS HOTLINE
TOLL FREE (24 HOURS) 1-800-342-2437
SIDA (IN SPANISH) 1-800-386-3444/7432

EMERGENCY SERVICES

RUSSELL COUNTY RESCUE SQUAD NO. 3
TELEPHONE: 276-889-2652

COPPER CREEK MOCCASIN VOLUNTEER FIRE DEPARTMENT
276-794-7773

RUSSELL COUNTY SHERIFF'S OFFICE
TELEPHONE: 276-889-8033/8203

RUSSELL COUNTY MEDICAL CENTER
TELEPHONE: 276-883-8000

COMMUNITY MEDICAL CARE
HANSONVILLE, VA
TELEPHONE: 276-415-9150/9151

LEGAL ASSISTANCE

THE VIRGINIA JUSTICE CENTER FOR FARM AND IMMIGRANTE WORKERS
617 WEST MAIN STREE, THIRD FLOOR
CHARLOTTESVILLE, VA 22902
TELEPHONE: 1-800-763-7323