

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 3/9/2009

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. 127055

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 3/9/2009 for 4, FARMWORKER 45-2092-02
(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 Bonham
(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 08/31/2005



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) Produce of Carroll County 1096 Buffalo View Rd Hillsville, VA 24343 (276) 728-2611 c/o ILMAC Labor Consultant 234 Cameron Ave. P.O. Box 630 Vass, NC 28394 Ph: (910) 245-4808 Fx: (910) 245-3837	Industry Code / Código de Industria: <u>0161</u> Job Order # / No. Orden de Empleo: <u>127055</u>
2. Location and Direction to Work Site / Dirección del lugar de trabajo Pipe Stem Rd. Laurel Fork, Carroll Co VA Windover Rd. Laurel Fork, Carroll Co VA (see attachment / para más detalles vea)	Occupational Title and Code / Título Ocupacional y Código: 45-2092.02 Farmworkers and Laborers, Crop Clearance Order Issue Date / Fecha de Trámite: <u>3/9/09</u>
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Mobile Home 608 Brady Pike Hillsville VA (see attachment / para más detalles vea)	Job Order Expiration Date / Fecha de expiración: <u>5/29/09</u>
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 (see attachment / para más detalles vea)	6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/Desde: <u>4/20/09</u> To/Hasta: <u>12/15/09</u>
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 (see attachment / para más detalles vea)	7. No. of Worker's Requested / No. de Trabajadores Pedidos: <u>4</u>
10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box) Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately forty (40) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities for tomatoes may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to ninety (90) plus degrees. During field operations, workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination. Workers must be able to work in hot humid weather for extended periods of time, bending, stooping, and reaching to plant, cultivate and harvest ground level crops. Physically able to lift up to 75 lbs. on a consistent basis throughout the workday. Workers are subject to random drug testing. (see attachment / para más detalles vea)	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana Total: <u>40</u> Sunday / Domingo: <u>0</u> Wednesday / Miércoles: <u>7</u> Monday / Lunes: <u>7</u> Thursday / Jueves: <u>7</u> Tuesday / Martes: <u>7</u> Friday / Viernes: <u>7</u> Saturday / Sábado: <u>5</u>
10a. Descripción del Trabajo (Summary of Material Job Specifications in SPANISH must be included inside this box) Los trabajadores se doblarán y se inclinarán para escoger vehículos según tamaño, color, forma y el grado de la madurez y del lugar en los envases del campo. Los trabajadores pueden llevar el envase lleno que pesa aproximadamente cuarenta (40) libras y vaciar en compartimiento o carga del campo sobre el acoplado. Puede ser requerido para tirar y el descarte entresaca según lo dirigido por el supervisor. Los recogedores tomarán cuidado para no comisionar o para no marcar con una cicatriz el producto. Las actividades pre-harvest para los tomates pueden incluir estacar, atar, el trasplante y la poda. Los trabajadores estarán parados en los pies por periodos del tiempo largos. Requieren a los trabajadores trabajar en campos cuando las plantas son mojadas con rocío o lluvia. Las temperaturas en campos durante horas de funcionamiento pueden extenderse a partir de cuarenta (40) a noventa (90) grados del plus. Durante operaciones de campo, los trabajadores pueden ser requeridos conducir un tractor que tira de un carro a través del campo o entre los campos fortuitos al trabajo que es realizado. Mandarán a los trabajadores en la seguridad y la operación del tractor antes de conducir el tractor. Los tractores se deben conducir de una manera para proteger el operador, otros trabajadores, productos, árboles, cosechas, y el equipo. La falta repetida de obedecer requisitos de seguridad e instrucciones de funcionamiento puede dar lugar a trabajadores de la terminación debe poder a capaz de trabajar en el tiempo húmedo caliente por periodos del tiempo extendidos, doblándose, inclinándose, y alcanzando a la planta, de cultivar y de cosechar el nivel del suelo crops. Physically capaz de levantar hasta 75 libras. sobre una base constante a través del día laborable. Los trabajadores están conforme a la prueba al azar de la droga. (see attachment / para más detalles vea)	9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar Employer / El Empleador: Yes ___ No <u>X</u> Local Office / Oficina Local: Yes ___ No <u>X</u>

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
Vegetables	\$ 7.40	\$		FICA	*X		Weekly / X
Hay and straw	\$ 7.40	\$		Federal Tax	*X		Semi-annual
	\$	\$		State Tax	*X		Bi-Weekly / cada 2 sem
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)		X	Other / Otro

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 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 11)
FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa.

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 12)

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

14. Unemployment insurance provided / Seguro por Desempleo: Yes X No / applicable excludes H-2A worker's

15. Workers compensation insurance provided / Indemnización por accidente de trabajo: Yes X No ___

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

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

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

19. Address of Order Holding Office (include Telephone number) Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)
Bristol Field Office
192 Bristol East Road/P.O. Box 16129
Bristol, VA 24201
(276) 642-7350, Fax: (276) 642-7362

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono)
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. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.
Employer's Signature & Title / Firma y Título del Empleador
Heber B. Flores Owner

READ CAREFULLY: In view of the statutorily established basic function of the employment service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte.
Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, 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. 1225-0134).

ATTACHMENT TO ETA 790

The term "Employer" used herein shall refer to the employer(s) listed 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 Employers: Produce of Carroll County; 1096 Buffalo View Rd. Hillsville, VA 24343.

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

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. 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. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. 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. 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 and intrastate (in state) applicants and interstate (out of state) applicants are to contact Deborah Goad at (276) 728-6633. Monday through Friday's between the hours of 9:00 am and 4:00 pm. Employer will interview the person for 1) Availability for entire season, 2) Available transportation to the job site, 3) Has been fully appraised by the local employment services of the terms and conditions of employment. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation. Those that apply direct will be welcomed and accepted. Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral.

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to work. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, ~~as provided in the Act. Workers not providing this required documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.~~

6 Anticipated employment dates: 4/20/09 until 12/15/09.

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. The employers total work force need in this occupation is 6 workers. The employer anticipates filling at least 2 of the opportunities with local workers who commute daily from their own homes. Therefore the employer is applying for 4 workers through this clearance order.

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

10. Job Specifications:

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

Cucumbers, Sweet Corn, Okra, Squash, Tomatoes, and Beans: Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately forty (40) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities for tomatoes may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of

time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Cabbage: Workers will cut mature cabbage heads using knife as specified by employer. Products will then be placed into sacks or boxes and placed on trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment. Workers will be required to stay on their assigned row. All cabbage work will be hourly paid.

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

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

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

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

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in item 6 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

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

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from below 40 degrees to 90 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc.

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

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

11. Wage Rates, Special Pay Information and Deductions: Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

All work will be paid the adverse effect wage rate (AEWR) of \$7.40 per hour. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

A. The employer will make the following deductions from the Worker's wages: FICA taxes and State and Federal 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. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm; ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday when he is offered the opportunity to work by the Employer and all hours of work actually performed shall be counted toward meeting this guarantee. In addition the employer may count hours of work offered all hours for which work was offered and not worked which do not exceed a total of hours worked and hours offered but not worked of the normal work hour. The guarantee described in this paragraph shall not apply if the worker voluntarily abandons this employment before the end of the contract period or in the event the worker is terminated for a lawful job-related reason. The guarantee described in this paragraph shall not apply to an H-2A alien worker who is terminated because of the employer's compliance with the requirement to employ all qualified eligible US workers who apply during the first 30 days of the employment period in accordance with the rule at 20 CFR 655.102(f)(3)(i), percent of the contract period.

C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

D. The payroll period shall be weekly. Workers will be paid weekly.

E. Employer will provide a worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system \$7.40 per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.

~~F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.~~

12. Transportation:

In accordance with the regulations found at 20 CFR 655.104(h)(1), (2), and (3) the following paragraphs under section 17 are the terms and conditions, in their entirety, related to the transportation benefit and related subsistence benefit, when applicable, provided under this clearance order.

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

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot return to their place of residence the same day and are, therefore, eligible for the benefit.

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

For US workers eligible for the inbound transportation benefit, the Employer will reimburse US workers who complete 50 percent of the work contract period and who are beyond commuting distance the reasonable cost of transportation and subsistence from the place from which the worker has departed to the employer's place of employment. The amount of the reimbursement for transportation cost will be the worker's actual transportation cost from the place from which the worker has departed to the employer's place of employment, and by regulation is not required to exceed the most economical and reasonable common carrier transportation cost for the distance involved. For eligible foreign (H-2A) workers coming from outside the United States, this reimbursement benefit basis is the place from which the worker departed is the place of recruitment which DOL has interpreted in the regulations to mean the appropriate US consulate or port of entry. All other criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. The employer reserves the right to arrange charter or other transportation to assure the lowest available inbound transportation cost. Such inbound transportation will be at the worker's expense. Workers who do not avail themselves of such transportation, when available, will be reimbursed only the per worker cost of the employer-arranged transportation.

The employer will reimburse workers' costs of inbound transportation and subsistence to the extent required by the H-2A regulations not later than the date on which the worker has completed 50 percent of the period of employment beginning on the first day the worker is at the place of employment and available for work and the ending date of employment set forth in Item 6. The employer will provide or pay for workers' return transportation and subsistence to the extent required by the H-2A regulations for workers who complete the period of employment set forth in Item 6 or whose services are no longer required by the employer, whichever occurs first. Reimbursement of inbound and return transportation will only be provided to workers upon agreeable completion of the work agreement 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.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. For foreign (H-2A) workers who came to work from outside the United States, this outbound transportation benefit basis is the place from which the worker has departed will be considered to be the appropriate US consulate or port of entry as interpreted by DOL in the regulations. All other criteria for this benefit are identical, as described in this paragraph, for foreign and domestic workers. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence checks through the grower via US mail. In those circumstances, the grower will distribute the checks as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers/association for any damages, injuries, and personal or property losses.

The employer will not reimburse, pay for or provide transportation and subsistence to a worker who does not provide documentation of identity and employment eligibility required to complete INS Form I-9, or who has knowledge at the place of recruitment that he can not perform the duties of the job as described in this job order, or who abandons his employment, or who is discharged for lawful job related reasons. The Employer will provide or pay for transportation and subsistence under this agreement if the worker is terminated because of work related injury and is so certified by a doctor acceptable to the Employer before leaving the place of employment, or is terminated because of an Act of God which makes fulfillment of the work contract impossible, as provided in paragraph 9C, or if the worker is displaced by a U.S. worker under the 30 day rule in 20 CFR 655.102(f)(3)(i).

Daily subsistence reimbursement will be paid to workers who are eligible for reimbursement of transportation costs in accordance with the regulations, at 20 CFR 655.104(h)(1), which refers to 20 CFR 655.104(g) and is governed by 20 CFR 655.114(a), which is capped at \$9.90 per day for 3 meals under the regulation.

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

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

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

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

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

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

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

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

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

J. Employer agrees to abide by the regulations at 20 CFR 655.105, Assurances, and 20 CFR 653.501.

K. The employer as a part of positive recruitment as per 20 CFR 655.102(d)(1-4) 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.

L. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

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

N. There are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

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

P. Grievance and Arbitration Procedure: As required by Department of Labor regulations, all workers (foreign or domestic) have a right to file a grievance or complaint with the nearest local office of the Virginia Employment Security Commission, as described in 20 CFR 658, Subpart E (Job Service Complaint System). As an option, Produce of Carroll County provides a grievance and arbitration procedure available to all workers (domestic and/or foreign) for the resolution of grievances involving Covered Rights arising out of employment under this clearance order. This procedure is established for workers, at no cost to the worker, to use for the resolution of complaints not made through an administrative process (such as through the Job Service Complaint System, the Maryland Employment Security Commission, the U.S. Department of Labor, the Equal Employment Opportunity Commission, etc.). Employees must agree to use this procedure as an alternative to filing suit in local, state or federal court as a condition of employment.

If a timely filed grievance under the Produce of Carroll County procedure involving a Covered Right is not resolved to the satisfaction of the worker and/or has not been referred to a government agency, the worker may request confidential, binding arbitration of the grievance as the worker's sole remedy. A Covered Right is defined as a violation of statutory or common law rights, such as discrimination, harassment, or retaliation based on race, sex, national origin, color, religion, age, or disability; wrongful termination or constructive discharge; workers' compensation retaliation, denial of medical leaves under any law, including the Family and Medical Leave Act; common-law torts based on negligence or intentional acts; breaches of contract; "right to work" violations; and disputes regarding pay, including claims under the Fair Labor Standards Act and any applicable state wage and hour law.

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

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 127055
2. NAME OF EMPLOYER: Produce of Carroll County
3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)
4. PERIOD OF EMPLOYMENT:
FROM 04-20-09 to 12-15-09
5. WORK SCHEDULE:
HOURS PER DAY 8 DAYS PER WEEK 5
6. CROP AND PAY:
CROP: Vegetables
HOURLY WAGE: \$7.40 or '09 AEW R
PIECE RATE: N/A
7. WORK TASKS TO BE PERFORMED:
Workers will plant, cultivate, harvest vegetables. Workers will remove weeds either by hand or with a hoe. Carrying and hauling potting soil, water and containers. Workers will be required to prepared load/unload all crops for shipment to market. Heavy field work, stoop labor required.
8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
 YES NO
9. HOUSING CAN ACCOMMODATE 8 PERSONS
 INDIVIDUAL
 FAMILY
10. MEALS:
PROVIDED: YES NO
IF YES: COST PER DAY n/a
(See item 13 in Job Order)
WORKERS MAY DO THEIR OWN COOKING:
 YES NO
11. DEDUCTIONS:

<u>TYPE</u>	<u>AMOUNT</u>
SOCIAL SECURITY	<u>XXXXXX</u>
INCOME TAX	<u>XXXXXX</u>
TRANSPORTATION	<u>NONE</u>
TOOLS & EQUIPMENT	<u>NONE</u>

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMERO DE LA ORDER: 127055
2. NOMBRE DEL EMPLEADOR: Produce of Carroll County
3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)
4. PERIODO DE EMPLEO:
DEL 04-20 al 12-15-09
5. HORARIO DE TRABAJO:
HORAS POR DIA 8 NUMERO DE DIAS POR SEMANA 5
6. COSECHA Y PAGO:
COSECHA: Vegetables
SUELDO POR HORA: \$7.40 '09 AEW R
PAGA POR UNIDAD: N/A
7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Trabajadores plantarán, cultivan, y cosechar verduras. Prepara la tierra Y cubria las verduras para proveer protección.. Trabajadores deben cargar las cosechas en camiones para transporte al mercado. Se requerirán doblar, estar paradas e inclinarse y llevar las cajas de producto.
8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA SI NO.
9. VIVENDA DISPONIBLE PARA 8 PERSONAS:
 INDIVIDUOS
 FAMILIAS
10. COMIDAS PROVISTAS:
 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 SI NO
11. DEDUCCIONES:

<u>CLASE</u>	<u>CANTIDAD</u>
SEGURO SOCIAL	<u>XXXXXX</u>
IMPUESTOS SOBRE INGRESOS	<u>XXXXXX</u>
TRANSPORTACION	<u>NO</u>
HERRAMIENTAS Y MAQUINARIA	<u>NO</u>

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 04-06-09.

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

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

During the period of 04-06-09 to 04-13-09.
Any Job Service office will assist you in doing this.

SUMA COBRADA POR EL
CONTRATISTA DE TRABAJADORES
AGRICOLAS NO

12. NOTAS PARA EL TRABAJADOR:

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

El empleador ha 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 sea a más tardar el 04-06-09.

Para que Ud pueda tener derecho a esta garantia de pago, tendrá que ponerse en contacto con la Oficina del Servicio de Empleo en el:

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

Durante el periodo el 04-06-09 al 04-13-09.
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

COMMUNITY SERVICES

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

CARROLL COUNTY HEALTH DEPARTMENT
605-15 PINE STREET
HILLSVILLE, VA 24343
276-728-2166

CARROLL COUNTY SOCIAL SERVICES
605 PINE STREET
HILLSVILLE, VA 24343
276-728-9186

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

EMERGENCY SERVICE

CARROLL COUNTY FIRE DEPARTMENT
9-1-1
ALL OTHER PURPOSES
~~276-728-4146~~

CARROLL COUNTY RESCUE SQUAD
9-1-1
ALL OTHER PURPOSES
276-728-4146

SHERIFF'S OFFICE

9-1-1
ALL OTHER PURPOSES
276-728-4146

HOSPITAL

TRI-AREA HEALTH CLINIC
276-398-2298

FAMILY HEALTH CENTER
702 PINE STREET
HILLSVILLE, VA 24343
276-728-2401

U.S. DEPARTMENT OF LABOR Employment and Training Administration EMPLOYER FURNISHED HOUSING AND FACILITIES (See Instructions on Reverse)					1. EMPLOYERS NAME AND ADDRESS Deborah Goad -Produce of Carroll County 1096 Buffalo View Road Hillsville, VA 24343 (276) 728-6633										
2. HOUSING LOCATION From Exit 8 on I-77 (Fancy Gap) go north on the Blue Ridge Parkway toward Roanoke to Willis Gap Road turn left on Willis Gap Road go .1 mile turn right on Brady Pike go approximately 2 miles to a driveway 608 Brady Pike.					3. HOUSING DESCRIPTION Mobile Home with additional living space built on.										
4. SLEEP ROOMS (No. & Measure)					a. Dormitory Type				b. Family Type				ES USE ONLY		
					1	2	3	4	1	2	3	4			
Length					9'	9'	15'6"	9'					5. CAPACITY (Adults) 5		
Width					7'	6'	12'	12'					6. REGULATIONS COMPLIANCE ("X" in proper box)		
Ceiling Height					8'	8'	8'	8'					Water	Yes	No
Square Feet					63'	54'	186'	108					Electricity	X	
No. of Rooms					1	1	1	1					Site	X	
No. of Beds, single					1	1	0	2					Screening	X	
No. of Beds, or Bunks, Double					0	0	1	0					Heating	X	
7. FACILITIES (Number of each)															
Flush Toilets		Privy		Urinals		Lav. Or washbasins		Showerheads							
1		0		0		1		1							
Bathtubs		Movable bathtubs		Laundry machines		Fixed laundry tubs		Moveable laundry tubs							
1		0		0		1									
Cook stoves		Refrigerators		Garbage containers		First-aid kits		Fire extinguishers <i>(No. & type)</i>							
1		1		2		1		1 ABC							
8. Comments															
(Empty space for comments)															
EMPLOYER'S CERTIFICATION: I CERTIFY THAT I have reviewed the housing regulations of the U.S. Department of Labor. <input type="checkbox"/> OSHA <input checked="" type="checkbox"/> ETA, and that the housing described herein <input checked="" type="checkbox"/> meets <input type="checkbox"/> does not meet such standards. I hereby authorize representatives of the State Employment Service office and /or Employment and Training Administration regional office to inspect the above housing at any reasonable time.															
Employer's Signature <i>Deborah Goad</i>					Typed Name and Title DEBORAH GOAD, OWNER					Date 03/10/09					
10. HOUSING INSPECTED BY:															
Signature of Authorized Official <i>Felix Acosta</i>					Typed Name and Title FELIX ACOSTA, FPS					Date 03/10/09					
11. APPROVAL: Housing approved for occupancy by workers recruited interstate															
Signature of Authorized Official <i>Gerald Smith</i>					Typed Name and Title GERALD SMITH, MGR, VEC BRISTOL					Date 03/10/09					