# VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 2/9/2009

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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. 125862

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

dated 2/9/2009 for 10 (No. of Openings), FARMWORKER FIELD CROP 45-2092-02 (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)
Samuel M. Giles,Giles Tobacco Farms,673 W. Giles Road, Chatham, VA 24531 (434) 432-8347

Industry Code / Código de Industria: 0132
Job Order # / No. Orden de Empleo: 125862
Occupational Title and Code /Tituio Ocupacional y Código: Farmworker & Laborers 45-2092 ~ 02
Clearance Order Issue Date / Fecha de Tramite: 2/9/09
Job Order Expiration Date / Fecha de expiración: 5/2/09

2. Location and Direction to Work Site / Dirección del lugar de trabajo
Location: 673 W. Giles Road, Chatham, VA 24531
Rt 29 N from Danville, VA; 10 miles, take left on road 703 for approx 3 miles right on road 823 for approx 1/2 mile; left on road 824 (W Giles Road) go 1 mile. Work site on right.
(see attachment / para más detalles vea ____)

6.Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 04/01/09 To / Hasta 11/01/09

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 10

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Block building with concrete floor located at 624 Green Rock Road, Chatham, VA 24531. Housing is heated by propane & space for 10 persons . Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Has complete furnishings with appliances. Worker will be responsible for maintaining housing in a neat & clean manner. Reasonable repair cost of damage, other than that caused by normal wear & tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings. Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day. See Attachment 1, Item 3 & Attachment 2
(see attachment / para más detalles vea ____)

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena — Total: 40

| | | | |
|---|---|---|---|
| Sunday / Domingo | | Wednesday / Miercoles | 7 |
| Monday / Lunes | 7 | Thursday / Jueves | 7 |
| Tuesday / Martes | 7 | Friday / Viernes | 7 |
| | | Saturday / Sabado | 5 |

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:
Employer / El Empleador: Yes ☒ No ☐
Local Office/Oficina Local: Yes ☐ No ☒

4. Board Arrangements / Arreglo de Alojamiento
Workers will purchase ingredients and prepare own meals. Employer will furnish free & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & serving utensils at no cost to the workers. Employer will provide transportation to assure worker access to stores where one can purchase groceries if the employer is providing cooking & kitchen facilities.
(see attachment / para más detalles vea ____)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos
The referral under this job order is to be made to the Danville, VA local office of the Virginia Employment Commission utilizing the America's Job Bank for out-of-state referrals. The address of that office is Virginia Employment Commission Workforce Center;PO Box 11087, 165 Deer Run Road, Danville, VA 24540;Telephone (434) 791-5291. See Attachment 1, Item 5
(see attachment / para más detalles vea ____)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]
To perform various duties associated with the production of tobacco such as cultivating,preparing rows for planting, planting, fertilizing, harvesting, spraying, loading & unloading of tobacco bales. (continued - See Attachment 1 Item 10)
(see attachment / para más detalles vea ____)

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]
Para realizar varios deberes asociados con la producción de tabaco como cultivar, preparar filas para plantar, plantar, fertilizar, cosechar, rociar, la carga & descargando de balas de tabaco.
(see attachment / para más detalles vea ____)

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (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, ect.) | Deductions / Deducciónes | YES SI | NO | Pay Period Periodo de Pago |
|---|---|---|---|---|---|---|---|
| Farm Worker | $* 7.25 | $ NA | NA | Social | X | | Weekly / Semanal X |
| | $ | $ | | Federal Tax Impuestos Federales | X | | |
| | $ | $ | | State Tax Impuestos Estatales | X | | Bi-weekly / cada 2 sem. |
| | $ | $ | | Meals (comidas) | | X | |
| | $ | $ | | Other (specify)/ Otro | | X | Other / Otro |

More Details About thePay/Más Detalles Sobre el Pago
* Applicable as conveyed from the Chicago National Processing Center See Attachment 1 Item 11
(see attachment / para más detalles vea ____)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
Employer does not advance transportation or subsistence pay from place of recruitment to place of employment. (See Attachment 1 Item 12)
(see attachment / para más detalles vea ____)

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 Agicolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/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)
Virginia Employment Commission Workforce Center;PO Box 11087;165 Deer Run Road; Danville, VA 24540

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de telefono)
Mr. Lafe Lindsey (434) 791-5291

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
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

Samuel M. Giles, Owner Samuel M. Giles 1-27-09

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 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 obligagation to reply to these requrements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

# ATTACHMENT 1 for Samuel M. Giles, Giles Tobacco Farms

(Used for further detail of ETA 790; Item numbers below correlate to item numbers on ETA 790)

Page 1

Item 3 – Location & Description of Housing

Housing is a block building with concrete floors located at 624 Green Rock Road, Chatham, VA approximately 1.5 miles from the farm operation at 673 W. Giles Road, Chatham, VA 24531.

Item 5 – Referral Instructions

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the local Virginia Employment Commission office in order to ascertain current employment, crop, or housing information and to enable proper arrangements to be made. It will be the responsibility of the VEC office to inform job seekers of the terms and conditions of this clearance order. The VEC office will contact the agent directly and advise the agent of the referral during the hours of 10:00 a.m. to 3:00 p.m., Monday through Thursday, and 9:00 a.m. to 11:00 a.m. on Friday.

Agent for contact: Labor Services International, LLC
(252) 492-2543

Applicants who arrive at the place of employment, referred to as walk-ins or gate hires, will be accepted until 30 days after the application start date.

Workers hired pursuant to the job offer from within normal commuting distance will not be provided housing, subsistence, or transportation.

Item 8 – Work Week

A worker may be offered more than 8 hours work per day, and in an emergency, a worker may be requested, but not required, to work on his/her Sabbath.

Item 10 – Job Specifications

Workers will perform various duties related to production of tobacco to include the preparation of greenhouses for growing of tobacco seeds which includes replacing plastic flooring, cleaning & seeding of plant trays, applying fertilizer and pesticides, maintaining proper greenhouse environmental conditions to include monitoring of house temperatures to promote plant growth. Workers will cultivate fields, prepare rows for planting, plant tobacco, apply fertilizer and spray pesticides as necessary. Workers will remove tops and suckers by hand. Once plants reach maturity, leaves will be pulled from plants and then transported to the barn site. At the barn site, leaves will be placed in tobacco barns.

Once tobacco has been properly cured, it will be removed from barns, and baled into containers that hold up to 800lbs of cured tobacco. These bales are then lifted by electric hoist & placed on truck for transport to a warehouse.

General Conditions Applicable to All Crops: Work begins at an assigned time shortly after daylight. Work is performed under wet, humid conditions during light rain, cold temperatures, and excessive heat. Workers will work and perform repetitive tasks on their feet in bent and stooped positions for long periods of time pulling mature leaves from the tobacco plants that are from two (2) to ten (10) inches from the ground. Workers will use muscles to lift, push, pull, or carry heavy objects such as flats, tobacco trailers, and racks going in & out of tobacco barns. All of 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 producing the crops such as performing hand weeding or hoeing, greenhouse cleaning and repairing buildings, maintaining grounds, operate tractor/farm equipment, incidental crop setup when needed and movement of irrigation systems and equipment, gardening, etc. Other duties that run concurrently with

those described for tobacco include the harvest of hay/straw which requires workers to bend, stoop, and lift bales to load or stack to a truck or trailer. However, this is a minor part of the total percentage of hours worked. In addition, cover crops of soy beans, rye, or wheat are sewn after tobacco harvest to prepare the soil for next year's production of tobacco. 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.

Employer 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.

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 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 the employment, he will not receive the ¾ guarantees discussed below and will not receive certain transportation reimbursements discussed below.

Item 11 – Wage Rates, Special Pay Information and Deductions

The current OES rate per hour in effect at the time work is performed, the prevailing hourly rate, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers.

The employer agrees to guarantee all workers employed in the 2009 season the hourly rate as established by the Dept of Labor.

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Worker will be paid weekly.

The employer will provide worker who is referred through the Interstate Clearance 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 office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work will be related to farm maintenance activities required in operating an agricultural operation. If the worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes as applicable.

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the greenhouses and fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak times and special needs but not required. This requirement pertains to both alien and US workers as per instructions in the H-2A Program Information Booklet.

Item 12 – Transportation

The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than $9.90 per day) from the place from which the worker, without intervening employment will come to work for the employer. In addition, workers who are terminated by the employer as a result of an Act of God (an Act of God shall mean any frost, hail, stones, flood or natural calamity of such character as to make further fulfillment of this contract impossible), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same. In the case of termination as a result of an Act of God, the employer will also provide or pay the cost of return transportation and subsistence enroute from the place of employment to the port of entry, except when the worker is not returning to the port of entry and has subsequent employment with an employer who will bear transportation expenses.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroute from the port of entry except when the worker is not returning to the port of entry, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the port of entry. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

## Other Conditions of Employment

Termination: – The employer may terminate the worker with notification to the employment service local office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: - The only work standards required of any alien or US worker will be that after a three (3) day training period each worker possess the physical capabilities to work in greenhouse produced crops.

Injuries: - Worker will be covered by Workers 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.

Tools, Supplies, & Equipment: Employer will provide without charge all tools, supplies, and equipment to the worker.

Employer Obligation if Employment is 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 transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: - Employer 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 weather conditions, over recruitment or other factors have changed the terms and conditions of employment.

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.103.

Work Agreement: - The employer will provide a copy of the contract of Job Clearance Order to the worker no later than on the day the work commences.

Wage Statements: - Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. Add deductions will be itemized.

Other: - Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior to the interview. Workers will have up to three (3) days from date of hire to provide I-9 documents.

The employer's anticipated work force equals 10 workers.

## 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. |

**ATTACHMENT 2**
**COMMUNITY SERVICES**



Pittsylvania County Dept of Social Services
18 Depot Street
Chatham, VA 24531-3352
Telephone: (434) 656-8407

Chatham Fire Department
Chatham, VA 24531
Telephone: (434) 432-7700\
Emergency: 911

Gretna Police Department
105 S. Shelton Street
Gretna, VA 24557
Telephone: (434) 656-6123

Virginia State Police
19255 US Highway 29
Chatham, VA 24531
Telephone: (434) 432-7289

Memorial Hospital of Martinsville
320 Hospital Drive
Martinsville, VA 24112
Telephone: (276) 666-7237
Provides inpatient & outpatient emergency care, emergency room service, Surgery, and intensive care unit, etc.

Virginia Justice Center for Farm & Immigrant Workers
Tim Freilich, Attorney at Law
1000 Preston Avenue, Suite A
Charlottesville, VA 22903
Telephone: (434) 977-0553 Fax: (434) 977-0558 Toll Free: 1-800-578-8111
International: 1-800-892-1751

## APPLICATION FOR CONDITIONAL ENTRY

I, Samuel M. Giles of Giles Tobacco Farms, as the employer, agree to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

As a condition to placing my order into clearance, I, Samuel M. Giles certify that 35 days prior to occupancy, my housing will meet standards of the US Department of Labor.

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

I expect my housing to be occupied by April 1, 2009.

Samuel M. Giles, Owner — Date: 1-27-09

Agent — Date: 1-27-09

| Virginia Employment Commission<br>Danville Local Office | Virginia Comision de Empleo<br>La Oficina de Danville |
|---|---|
| | |
| Summary of Employment Conditions Specified on the Job Order | Sumario de las Condiciones de Empleo Que Son Especificadas en el Orden de Trabajo |
| 1. Order Number: 125862 | 1. Numero de el Orden: 125862 |
| | |
| 2. Name of Employer: | 2. Nombre del Empleador: |
| Samuel M. Giles | Samuel M. Giles |
| 3. Location of Employer & Directions: | 3. Lugar y Direccion del Empleador: |
| (See ETA 338) | (Mira el papel ETA 338) |
| | |
| 4. Period of Employment: | 4. Periodo de Empleo: |
| From 04/01/09 to 11/01/09 | Del 04/01/09 to 11/01/09 |
| | |
| 5. Work Schedule: Minimum of 7 hrs per Day, 5 days per week & 5 on Saturday | 5. Horario de trabajado: Horas por dia 7 De dias por semana 5 y 5 horas Sabado |
| | |
| 6. Work to be performed: Horticultural | 6. El trabajo: Horticola |
| Hourly Wage: $ ~~TBD by CNPC~~ | Sueldo por Hora: $ ~~TBD via CNPC~~ |
| 7.25/hr | 7.25/hr |
| 7. Transportation provided:<br>From labor camp to work site & return:<br>✓ Yes ____ No | 7. Transportacion provista: del encampamento al la huerta y vuelta:<br>✓ Yes ____ No |
| | |
| 8. Housing & Accommodations:<br>8 Individual<br>0 Family | 8. Vivenda Disponsible para:<br>8 Individuos<br>0 familias |
| | |
| 9. Meals<br>Provided: No<br>Workers may do their own cooking: Yes | 9. Comidas provistas: No<br>Los trabajadores tienen que cocinar sus Comidas: Si |
| | |
| 10. Deductions:<br>Type & Amount:<br>Social Security: XXXX<br>Income Taxes: XXXX<br>Transportation None<br>Tools & Equipment: None<br>Crewleader Charges: None | 10. Deduccions:<br>Clase & Cantidad<br>Seguro Social XXXX<br>Impuestos sobre ingresos: XXXX<br>Transportacion: Nada<br>Herramientas/maquinaria: Nada<br>Cobrada por el contratista: Nada |

| | |
|---|---|
| 11. Notes to Workers:<br>A copy of the full job order is available<br>For inspection in this office.<br><br>The employer has guaranteed your first week's wages unless he notifies this job service office of a later starting date by:<br>3/17/09<br><br>In order for you to be eligible for this guarantee, you must contact the job service at: Virginia Employment Commission<br>165 Deer Run Road<br>Danville, VA 24540<br>434-791-5291 | 11. Notas para los trabajadores:<br>Una copia del orden completa esta disponible en la oficina par su inspeccion.<br><br>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 astrasda, y que tal notificacion sea a mas a tardar el<br>3/17/09<br><br>Para que ud pueda tener a esta garantia de pago, tendra que ponerse en contacto con:<br>Virginia Comision de Empleo<br>165 Deer Run Road<br>Danville, VA 24540<br>434-791-5291 |
| | |
| During the period of 3/18/09 to 3/25/09 any job service will assist you in doing this. | Durante el periodo del 3/18/09 al 3/25/09 cualquier oficina del servicio de empleos le asistira. |
| | |
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