

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 12/24/2008

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. 120979

Extension is requested for the 1 cop(ies) of the order which is/are attached,  
dated 12/24/2008 for 4, Nursery Workers 45-2092-01  
(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 Abrana  
(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)



**20 CFR 653.501**

**Assurances**

**INTRASTATE & INTERSTATE CLEARANCE ORDER**

The employer agrees to provide to workers referred through the Clearance System, the number of hours of work per week cited in Item 10 of the Clearance Order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need. The employer shall pay eligible workers (referred through the Intrastate/Interstate Clearance System) the specified hourly rate of pay, or in the absence of a specified hourly rate, pay the higher of the Federal or State minimum wage rate for the first week, starting with the originally anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the local order-holding office or State agency by telephone immediately upon learning that there may conditions that could effect the terms and conditions of employment.

The employer assures that availability of no-cost or public housing which meets all applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the Clearance System.

The employer also assures that Outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

  
\_\_\_\_\_  
Mitzi M. Marker  
CEO  
Sandy's Plants, Inc.

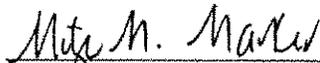
11.13.08  
Date

**Statement of Request for Conditional Access (RCA) into  
Agricultural Recruitment System**

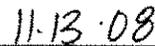
I hereby request that my job order(s) be sent beyond my local recruiting area, to other parts of this state and to labor supply states in a timely manner so as to facilitate the recruitment of domestic workers.

As condition to placing my order into Interstate Clearance, I certify that no fewer than 30 (twenty) days prior to occupancy my housing will meet such standards as are agreed upon to fulfill the requirements of the US Secretary of Labor in the use of Employment Service facilities for Intra/Interstate Clearance of job orders.

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



\_\_\_\_\_  
Mitzi M. Marker  
CEO  
Sandy's Plants, Inc.



\_\_\_\_\_  
Date

Sandy's Plants, Inc.

Attachment to ETA 790

4) Employer Name & Address: Sandy's Plants, Inc.  
8011 Bell Creek Road  
Mechanicsville, VA 23111

9) Wage Rates, Special Pay Information & Deductions:

Nursery work specifications can change from time to time during the season due to weather and market conditions. Workers will be expected to conform to the specific instructions given for each day's work.

The Production Manager will provide instructions and general supervision to the worker(s). However, workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All workers will be paid the Adverse Effect Wage Rate (AEWR) or the Prevailing Wage Rate whichever is higher. In the event that DOL promulgates a new AEWR during the recruitment or work contract period, the new AEWR will become the guarantee.

The employer will make the following deductions from the Worker's wages: FICA and Federal income taxes if required by law, cash advances and repayments of loans, repayment of over payment 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 & tear) or loss of equipment or housing items where it is shown that the worker is responsible, and any other deductions expressly authorized by the Worker in writing. No deductions except those required by law will be made which bring the Worker's earnings for any pay period below \$6.35 or the currently applicable federal or state minimum wage.

Employer guarantees 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 worker's arrival at the assigned Employers location, ready willing, able and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven (7) hours Monday through Friday and five (5) hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which include: New Years Day, Martin Luther King, Jr.'s birthday, Washington's birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. On certain of these days work may be available to those interested in working. If the worker, at the conclusion of his work agreement, has been afforded less hours than required under this provision, the employer agrees to pay the worker at his hourly rate for the hours, in addition to those actually worked, up to the hourly equivalent of the guaranteed number of days.

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

The payroll period shall be weekly, meaning that the Workers will be paid every Friday.

Employer will provide a worker referred through the SESA Interstate 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 services office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then the employer shall pay an eligible worker referred through the interstate clearance system the AEW 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 shall be disqualified from the above-mentioned assurance.

The Employer will furnish to the Worker, on or before each pay day, 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, an itemization of all deductions made, the Worker's net pay and the Employer's name and address.

10) Anticipated Hours of Work:

Workers will report to work at the designated time and place as directed by the Employer each day. The standard workweek is 7 hours per day Monday – Friday and 5 hours on Saturday. Workers may be requested to work 10 hours per day depending upon the conditions and amount of work to be done, however, they will not be required to do so. Workers may volunteer to work additional hours when there is work available. Down Time: Worker's should expect occasional periods of little or no work because of weather or other conditions beyond the employer's control. These periods may occur at anytime throughout the season without prior notice.

11) Job Specifications:

*Tools and Equipment-*

The employer will furnish, without charge, all tools, supplies and equipment necessary for

the performance of the specified work. Workers will only be charged for any willful damage or loss of such tools and equipment beyond normal wear & tear.

*Loading-*

Responsible for the efficient and productive use of labor teams in loading trucks and semi-trailers. Knowledge of load factors, plant material, customer names and locations will be a requirement. The ability to oversee the loading operations, as set forth by Sandy's Plants, Inc. Shipping Policies is required

*Tagging-*

Responsible for tagging plant material for shipping, potting and other uses as deemed necessary by the Shipping and Production Managers. Required to learn various plant materials grown at the nursery as well as operating the tag air guns on a daily basis. Knowledge of efficient functioning mechanics of the tagging system used at Sandy's Plants and quickly mastering the operation of this system is required.

*Pruning-*

Workers will be responsible for learning, and mastering the proper technique and art of pruning container plant material. Development of hand/eye coordination for pruning with both mechanical and powered shears is required. Must develop a knowledge of various plant materials for proper plant identification and must be willing and able to maintain the required pace for pruning as set forth by the horticulture staff.

*Soil Mixing-*

Workers will be responsible for mixing all container and propagation soil mixes as used by the nursery. Knowledge of the materials used, amounts used and needed for various mixes and the techniques employed to properly mix these materials is required. Ability to learn to read the soil mixing sheets (in English) is required.

12) Location and Directions to Worksite

8011 Bell Creek Road  
Mechanicsville, VA 23111

Directions: From I-295 take the VA-627 E / S. RD exit- EXIT 38A.

Merge onto POLE GREEN RD  
Turn RIGHT onto BELL CREEK RD

13) Board Arrangements

Workers living arrangements during their stay in employer provided housing will also include free kitchen for preparation and storage of food items. Employer will also provide free transportation, once a week, for the purpose of restocking on food supplies, cashing paychecks, and other general errands.

14) Location and Description of Housing:  
9265 Hanover Crossing Drive - Apt. G  
Mechanicsville, VA 23116

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder, unless unlawfully removed or damaged beyond normal wear & tear. Housing will be clean and in compliance with OSHA housing standards when occupied. The housing is comprised of one single family unit with two bedrooms in an established apartment complex. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Female workers will be provided with sleeping facilities shared only with other family members or other females. In the event that a female worker is hired, separate toilet facilities shall be provided. If provided housing under the terms of this agreement, workers shall vacate the housing promptly upon termination of employment with the assigned employer that is providing the housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs for damage or loss of property, other than that caused by normal wear & tear, will be deducted from the earnings of the worker if he/she is found to be responsible for the damage or loss to the housing and/or furnishings. Workers residing in the employer's housing may have their mail directed to them at the employer's address as stated on the attached form. Workers will be provided with a name and telephone number where they may be contacted in the case of an emergency while residing in the provided housing.

15) Referral Instructions:

The referrals under this job order from the Applicant Holding Office are to be made to:

Sandy's Plants  
Attn: Mitzi Marker  
8011 Bell Creek Road  
Mechanicsville, VA 23111  
(804) 746-7092  
(804) 730-0402 – fax

Referrals may be made through the Applicant Holding Office or any other source including "walk-ups" and "gate hires". All local and intrastate applicants may be referred directly to Workforce Advantage for interviews. All interstate applicants should first contact the job order holding office or the SWA prior to contacting Workforce Advantage. Workers should be fully apprised by the local employment office of the terms, conditions and nature of the employment prior to referral.

Telephone interviews will be conducted by a representative of Workforce Advantage during normal business hours from 8:30AM – 5:30PM EST Monday through Friday. Employer's Agent will interview candidates for: 1) Availability for the entire season 2) Available transportation to the job site

Workers recruited against this job offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

17) Transportation:

The employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

*This sub paragraph applies only to Workers for whom the employer is legally obligated to supply housing.*

After the worker has completed 50% of the work contract period, the employer shall reimburse the worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon satisfactory completion of the work agreement, employer shall pay for Worker's reasonable costs of 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. In such a case, the employer will only pay for the transportation and subsistence to the next job. The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election.

Subsistence reimbursement shall be \$9.90 per day, without producing documentation of actual expense, or will otherwise be paid as per 20CFR 655.102(b)(5) only to those employees who are eligible under H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay for transportation of worker if he/she does not have suitable documentation for compliance with the proof of identity and employment eligibility requirements set forth by the IRCA, if he/she is discharged for a lawful job-related reason, if he/she has knowledge at the place of recruitment the he/she can not perform the duties of the job as described above, or if he/she willfully abandons this employment prior to the ending date of need as specified by the employer. However, employer WILL provide 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 prior to leaving the place of work, if the worker is terminated as a result of an Act of God which makes fulfillment of the work agreement impossible as provided in paragraph 9C, or if the worker is displaced by a US worker under the DOL's 50% rule.

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

### Other Conditions of Employment

Termination: Employer may terminate the worker for any lawful job-related reason and so notify the Job service local office if the worker: a) refuses without justified cause to perform the work for which he/she was recruited and hired, b) commits a serious act(s) of misconduct or repeated violations of the employer's work rules (A copy of general work rules is attached), c) fails after completing the training period to perform the work duties as specified in Item 11 and attachment, d) abandons this employment (three consecutive unexcused absences from scheduled working days shall be deemed as abandonment of employment) e) falsifying identification, personnel, medical, production or other work related records, f) fails or refused to take a drug test (see section "N") or h) commits acts of insubordination. For workers who fail to provide notice before voluntarily abandoning the employment, all wages due shall be forwarded to the last known address for the worker.

The employer may discipline the worker, including requiring that the worker leave the field ("time out"), be suspended from employment for up to 3 days, or be terminated from employment as described in *termination "A"* above.

Injuries: Worker will be covered by Workman'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 prior to the granting of certification. All workers must report any injury and/or illness to their employer and Workforce Advantage immediately. Failure to do so may be grounds for termination.

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 return transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment terms and conditions: Employer will expeditiously notify the local order-holding office or state agency of any changes to the terms and conditions of employment due to weather conditions, over recruitment or any other factors. The terms of this work agreement thereafter may be changed upon posted notice to the Worker.

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

Training: there will be a short demonstration period of up to one day in order to familiarize workers with job specifications, to demonstrate proper methods and other job specific issues. The employer will not provide separate formal orientation or training periods for

each different task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills necessary to carry out the duties expressed in item 11. For purposes of this section, five or more hours will be considered one day.

Work Agreement: A copy of the contract or Job Clearance Order and a copy of the work rules will be provided to the worker no later than on the day the work commences.

All workers will be covered by unemployment insurance, but may not be eligible under current unemployment regulations.

Employer agrees to abide by the regulations of 20 CFR 655.103, Assurances, and 20 CFR 653.501

There are no strikes, work stoppages, slowdowns or interruptions of operations by employees at the place where the Workers will be employed.

There are no arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers

Substance Abuse Policy: Sandy's Plants, Inc. will strive to provide a safe and healthy work environment, free of substance abuse, for the protection of its associates, employees and visitors. The use, possession, or being under the influence of any illegal drugs or alcohol during work hours is strictly prohibited. Employees may be requested to take random drug or alcohol tests at no cost to them. Failure to comply with the request or testing positive may result in immediate termination

Sandy's Plants, Inc.  
Workplace Rules

THIS IS NOT INTENDED TO BE A COMPLETE LIST of rules but rather to serve as guidance to employees of standards of conduct.

Notice is hereby given that violation of lawful, job-related employer requirements, including these rules, will be considered grounds for immediate termination of employment. At the employer's discretion, lesser penalties for violations may be imposed such as suspension from work without pay.

These rules apply to all employees and all employees are expected to comply with these rules and their supervisor's instructions.

No use or possession of alcohol or illegal drugs is permitted during work time or during the course of any workday. Workers may not report for work under the influence of alcohol or any illegal drug. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing.

No smoking is permitted in any employer building. All smoking must be done outdoors. Cigarette butts must not be thrown on the ground but should be placed in ashtrays or thrown away in trash receptacles.

Workers must obey all safety rules and common safety practices. All injuries and accidents must be reported immediately to the supervisor or the employer's office.

Excessive absences will not be permitted. Employees are expected to be present, on time, able and willing to work on every scheduled workday. Neither excessive absences nor tardiness will be permitted.

Quality, conscientious work is expected. Sloppy work is not acceptable. Workers who perform sloppy work may be suspended without pay for the remainder of the day or for up to three (3) days at the supervisor's sole discretion. Termination of the worker may result from repeated offenses.

Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear & tear. Workers sharing living quarters shall cooperate with one another in maintaining common areas such as kitchens and general living areas.

No information posted by employers is to be removed, defaced or altered in any way.

No information posted by employers is to be removed, defaced or altered in any way. Copies of information shall be provided upon request.

All living areas must be locked each morning before leaving for work. Lights and unnecessary heat/air conditioning should be turned off and all doors and windows closed.

All cooking should be restricted only to cooking areas and is not permitted in any other rooms of the living area.

No trash is to be left in fields, work areas, or housing areas. Trash and waste receptacles will be provided and must be used.

Workers may not take unauthorized breaks from work.

Workers may not leave work areas without the permission of their supervisors

Workers may not enter employer's premises without permission.

No overnight guests are permitted in the employer's housing.

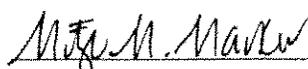
No female guests are permitted in the employer's housing at any time

The following are grounds for immediate termination:

- Threatening any other person with violence
- Fighting
- Possession of drugs or alcohol
- Possession of dangerous weapons
- Stealing
- Falsification of records
- Willful damaging of property

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

Workers are to follow the supervisor's instructions. Insubordination is cause for dismissal.

  
\_\_\_\_\_  
Mitzi M. Marker  
CEO  
Sandy's Plants, Inc.

11.13.08  
Date

# HANOVER COUNTY COMMUNITY SERVICES

Hanover County Health Department  
12321 Washington Hwy  
Ashland, VA 23005  
(804) 752-4339

Hanover County Sheriff's Department  
7522 County Complex Road  
Hanover, VA 23069  
(804) 537-6140 Non emergency  
Emergency 911

State Police Headquarters  
10341 Stony Run Lane  
Ashland, VA 23005  
(804) 550-3900 Non emergency  
Emergency 911

Hanover County Department of Social Services  
12304 Washington Hwy  
Ashland, VA 23005  
(804) 752-4100

Medical College of Virginia Hospital  
401 N. 12<sup>th</sup> Street  
Richmond, VA 23232  
(804) 828-9000

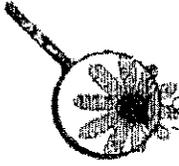
Salvation Army Shelter  
2601 Hermitage Road  
Richmond, VA 23231  
(804) 359-0269

Salvation Army  
3807 Mechansville Turnpike  
Mechansville, VA 23111  
(804) 497-8780

Cecily Rodriguez  
Telamon-VA  
4313 Fitzhugh Ave. Ste. 202  
Richmond, VA 23230  
(804) 355-4676

VA Justice Center for Farm & Immigration Worker  
501 4<sup>th</sup> St. S E Suite A *1000 Preston Ave. Suite B*  
Charlottesville, VA 22902  
(800) 763-7323

*434-296-8851*



SANDY'S PLANTS, INC.  
RARE AND UNUSUAL PERENNIALS

Mitzi Marker, C.E.O.  
8011 Bell Creek Road  
Mechanicsville, VA 23111  
sandysplants.com

Phone: (804) 746-7092  
FAX: (804) 730-0402  
Or (800) 329-0413  
Email: mitzi@sandysplants.com

**FAX**

Date: 12.3.08 Fax number: 804.541.6517

To: Carol Young From: Mitzi Marker

Re: Lease Agreement No. of Pages + Cover: 1

Attached is the lease agreement.  
Please call with questions or concerns.  
  
Thanks  
Mitzi Marker

This ADDENDUM to lease, dated December 14, 2007, by and between LERNER CORPORATION, authorized agent for the Landlord, and:

Resident(s): Sandys Plants, Inc. Guarantor(s):

hereafter, referred to as Tenants, modifies that certain lease for the premises known as:

Property: Hanover Crossing
Address: 9265 Hanover Crossing, #G
Mechanicsville, VA 23116

WITNESS

In consideration of the premises and of the mutual covenants herein contained, it is expressly agreed by and between Landlord and Tenant(s) that the aforementioned Lease be and the same is hereby amended so that beginning on 03/01/08:

- > The tenancy will be for a term of one (1) year, ending on 02/28/09, and the tenancy will be renewed on an annual basis unless either party to the Lease shall give the other party at least sixty (60) days prior written notice that the Lease is not to be renewed at the expiration of the current term. Said notice shall be sent by FIRST CLASS, REGISTERED or CERTIFIED MAIL.
> The days of the month setting the beginning and ending days of the tenancy and the due day of rent will remain the same,
> The monthly installments of Rent will be \$770.00 per month.
> Tenant(s) is/are hereby advised that under no circumstances should he/she/they ever submit to any employee of Lerner Corporation a money order, or personal check that is not filled out completely with all necessary information required to properly post the payment to his/her/their account. The payee line should be made out to Lerner Corporation and the memo should specify the address and apartment number for which the payment is made. Should tenant fail to properly complete the check (i.e. improper payee/missing payee information or no specification on the payment as to the address for which payment is to be made) then landlord shall NOT be responsible for any lost/unapplied/mis-posted payment(s) on Tenant(s) account.

It is specifically agreed that all other terms, covenants and conditions of the Lease are to be and remain the same.

TENANT(S):
By: [Signature]
Tenant signature

Tenant signature

Tenant signature

Tenant signature

Lerner Corporation, Landlord:
By: [Signature]
Landlord signature

Michelle Street
Name

Community Manager
Title

GUARANTOR(S):
By: \_\_\_\_\_
Guarantor signature

Guarantor signature