Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 344641 3. Employer Name: Garner's Produce
4. From: Rural Services Manager Virginia Employment Commission P O Box 1358 Richmond, VA 23219	5. OES Job Code, Title and Number of Positions Available 45.2092.02 Farmworker, Vegetables 4 Positions

6. Please note the following concerning the above job order:

The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance

7. By: (ES Agency Representative) Jason Padgett	Title: Rural Services Manager	Telephone Number: 804-786-8714

8. Receiving State Office: ("X" one)

☐ Accepted (If accepted, list local offices extended to) ☐ Rejected (If rejected, provide reasons)

Comments:

9. By: ES Agency Representative	Telephone Number:	Date Signed:

U.S. Department of Labor
Employment and Training Administration
OMB. Approval No. 1205-0134, Expires 11/30/2012

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

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Numero, calle, cuidad, codigo postal y telefono)
Garner's Produce, LLC; Edward Meade Garner, Owner
507 Piney Grove Road, Warsaw, VA 22572
Phone: (804) 761-2412

2. Location and Direction to Work Site/ Dirección del lugar de trabajo

a. 507 Piney Grove Road, Warsaw, VA 22572; Richmond & Westmoreland Counties; within 5 miles of worksite at Farmer's Fork, Templeman X roads, & Red Oak in Warsaw, VA
(If additional space is needed, use separate sheet of paper)

Numbers 4, 5, 6, 7 and 8 for State use only.

4. Industry Code/Código de Industria 11219

5. Job Order #/No. Orden de Empleo 3244641

6. Occupational Title and Code /Titulo Ocupacional y Código
45-2092.02 FARMWORKER, VEGETABLE

7. Clearance Order Issue Date / Fecha de Tramite 2.5.13

8. Job Order Expiration Date / Fecha de vencimiento 7.17.13

JAN 2013
RCD
RURAL SERVICES UNIT

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Singlewide mobile home located at 22645 Kings Hway, Warsaw, VA 22572. Housing has kerosene heat & space for 4 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
(If additional space is needed, use separate sheet of paper). / Si necesita mas espacio, utilice documento adicional.)

9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 04/01/2013 To/Hasta: 11/01/2013

10. No. of Worker's Requested / No. de Trabajadores Pedidos
4

11. Anticipated Hours of Work per Week/Horas Anticipades de Trabajo por Semana. Total: 40
Sunday / Domingo varies Monday / Lunes 7
Tuesday / Martes 7 Wednesday / Miercoles 7
Thursday / Jueves 7 Friday / Viernes 7
Saturday / Sabado 5

12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de:

Employer / El Empleador Yes ☐ No ☒
Local Office / La Oficina Local Yes ☐ No ☒

13. 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. 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 13

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
The referral under this job order is to be made to the local office of the VA Employment Commission Workforce Center;PO Box 67, 14243 History Land Hwy, Warsaw, VA 22572; Telephone: (804) 333-3675. See Attachment 1, Item 14

15. Job Specifications / Descripcion del Trabajo
To perform various duties associated with the production of all vegetable crops in the job order. Worker's will perform work according to supervisor's instructions. Job involves stooping, lifting and working outside in inclement weather & outdoor temps in excess of 100 degrees. Must have legal authority to work in the US. See Attachment 1, Item 15
Para realizar varios deberes asociados con lo producción de todas cosechas vegetales en la orden de trabajo. Los trabajadores realizaran el trabajo según las instrucciones de supervisor. E trabajo implica rebajar, levantar y trabajar afuera en tiempo inclemente & temporeros al aire libre por encima de 100 grados. Debe tener autorización legal para trabajar en los US. Véase el Anexo 1, punto 15
(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate documentation, and may also be included in SPANISH)

APPLICATION FOR CONDITIONAL ENTRY

I, Edward Meade Garner of Garner's Produce, LLC, as the employer, agree to abide by the regulations at 20 CFR 655.135 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, Edward Meade Garner, certify that 30 days prior to occupancy, my housing will meet standards of the US Department of Labor.

I also authorize representatives of the Virginia Employment Commission, the VA Health Dept, and /or the US Employment & Training Administration to inspect the housing that we are offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by April 01, 2013.

Edward Meade Garner, Owner — Date: 1.18.13

Agent — Date: 1-8-2013

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions /	YES / SI	NO	Pay Period Periodo de Pago
	Salario por Hora	Pago por Pieza Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
General Farm work	$ 9.68 hourly	$		Social Security / Seguro Social	x		Weekly / Semanal X
Agriculture-vegetables	$ 9.68 hourly	$		Federal Tax Impuestos Federales	x		
Agriculture- Hay	$ 9.68 hourly	$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 semanas
	$	$		Meals / Comidas		X	
	$	$		Other (specify)/ Otro		X	Other / Otro

More Details About the Pay / Mas Detalles Sobre el Pago
See Attachment 1, Item 16
(If additional space is needed, use separate sheet of paper. / Si necesita mas espacio, utilice document adicional.)

17. Transportation Arrangements / Arreglos de Transportación

Transportation and daily travel subsistence provided according to regulations. See Attachment 1, Item 17

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice document adicional.)

18. 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, supervisor, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si", cual es el salario quo le paga al Contratista Agricola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes ☐ No ☒
20. Workers' compensation insurance provided? Indemnización por accidence trabajo: Yes ☒ No ☐
21. Are tools provided at no charge to the workers? Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☒ No ☐

22. 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

23. 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 toda huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")

none/ninguno

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radico la Oferta (incluya numero de teléfono)

VA Employment Commission Workforce Ctr
PO Box 67;14243 History Land Hwy, Warsaw, VA 22572

25. Name of Local Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de teléfono)

Will Jacobs @ (804)333-3675

26. 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 this job.
Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Titulo del Empleador

Edward Meade Garner, Owner EMGarner Date 1.18.13

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 employees 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.

Public Burden Statement

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 is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA 790 (Revised July 2009)

ATTACHMENT 1 for Garner's Produce, LLC

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

Item 3 – Location & Description of Housing

Housing consists of a singlewide mobile home located at 22645 Kings Highway, Warsaw, VA 22572 heated with kerosene & space for 4 persons.

Item 11 – Anticipated Hours of Work

Eight hours per day is normal. The worker may be requested but not required to work 12-14 hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields, weather, and maturity of the crop. 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.

Item 13 – Board Arrangements

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 toilet facilities will be provided. Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

Item 14 – Referral Instructions

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the local Virginia Employment Commission (VEC)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 - 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 50% of the contract period has elapsed from 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 15 – Job Specifications

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. Workers 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.

For cucumbers, corn, okra, squash, bell peppers, eggplant, hot peppers, tomatoes, cherry tomatoes, green beans, lima beans, peas, blackberries, strawberries, beets, onions, turnips, radish, jalapeno peppers, cuban long banana peppers, carrot, roma beans & herbs: 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 containers weighing approximately forty (40) to seventy –five (75) pounds and empty into field bin or load onto trailer. Workers may be required to pull and discard culls as directed by the supervisor. Pickers will take care not to bruise or scar the produce. Pre-harvest activities for tomatoes may include staking, tying, transplanting, and pruning.

For watermelons, honey dew melons, pumpkins, gourds, melons, and cantaloupes: Workers will walk along rows and cut melons according to size, color, shape and degree of maturity using a knife. Workers may be required to carry to trailer or window. Pay rate is hourly paid.

For cabbage, collards, kale mustard greens, lettuce, spinach, broccoli, cauliflower, turnip greens, chard, cresses: Workers will cut mature cabbage heads and bunches of collards, kale and mustard greens using a knife as specified by the supervisor. Products will then be placed into sacks or boxes and placed on a 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, collard, kale, and mustard greens work will be paid hourly.

For potatoes and sweet potatoes: Workers will walk along row, which has been previously plowed. Worker will bend over, scratch the dirt and pick out potatoes. Potatoes which are one (1) inch in diameter and larger will be placed in 5/8 inch 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 emptying. 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. All potatoe work will be paid hourly.

For asparagus: Worker will move along assigned row, stooping, bending, and reaching to break asparagus spears at ground level. Worker may operate self-propelled harvesting aid on which workers ride while stooping to break spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 7 ½ inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specifications will be placed in a straight fashion in field buckets and carried to trucks or trailers for emptying. Workers will be required to stay on their assigned row. All asparagus work will be paid hourly.

For hay and straw: Workers will move along rows of previously baled hay and straw, bending, stooping, and lifting 30 to 60 lb bales. Workers will load and stack bales onto a truck or trailer, move tractor or truck in the field incidental to loading. Workers may unload and restack for storage. All hay and straw work will be paid hourly.

Work is to be done in the fields for long periods of time. Workers are expected to perform duties including boxing, weighing, and loading of produce.

Work may include mechanized field work using power equipment. By way of example and nonlimited power equipment may include tractors, planters, sprayers, cultivators, and other farm equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning through the heat of the day working in the fields. Temperatures may range from mid 30's to in excess of 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.

General Conditions Applicable to All Crops: Work begins at an assigned time shortly after daylight. Work is performed under various weather conditions. 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, repairing buildings, maintaining grounds, operate tractor/farm equipment, incidental crop setup when needed and movement of irrigation systems and equipment, gardening, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Employer will provide tools and equipment at no cost for workers to perform the above tasks. Workers who are found to be responsible will be charged for any willful damage to or loss of such tools and equipment; however, the employer will not deduct for such willful destruction of property.

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 16 – Wage Rates, Special Pay Information and Deductions

The current Adverse Effect Wage Rate (AEWR) of $9.68 per hour or the AEWR in effect at the time work is performed, the prevailing hourly rate, the agreed upon collective bargaining wage, 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 2013 season a minimum of $9.68, which is the adverse effect wage rate (AEWR). In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer will pay the newly established AEWR. If, however, there is an adjustment to the AEWR, the employer will pay the highest of the adjusted AEWR, prevailing hourly wage or piece rate, the agreed upon collective bargaining wage or the Federal or State minimum wage.

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 abide by the regulations set forth at 20 CFR 653.501 (d)(2)(v)(A) & 20 CFR 653.501 (d)(2) (v)(D) which states that 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 advise H-2A visa beneficiary/workers of their responsibility to return to their country of origin, or to subsequent employment-authorized work, at the end of the term of employment.

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

Seven (7) to 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.

Item 17 – Transportation

The employer will reimburse the worker for costs incurred by the worker for visa application fees, border crossing fees, transportation costs and reasonable subsistence from the US Consulate from which the worker came to work for the employer to the place of employment to the extent that such worker-borne expenditures reduce the workers' FLSA earnings at the first pay period, or, no later than at the halfway point in the contract ("50% period"). Daily subsistence (not less than $11.13 per day) or the current minimum subsistence amount as published in the Federal Register from the place from which the worker, without intervening employment will come to work for the employer, will be paid to workers who cannot provide receipts, and the maximum or the current maximum subsistence amount published in the Federal Register travel subsistence of $46.00 per day will be paid to the workers with acceptable receipts. The transportation reimbursement will be calculated on the workers' actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

If before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(l) of 20 CFR 655.122. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with the existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employers expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation & subsistence expenses to the place of employment; & (3) pay the worker for any costs incurred by the worker for transportation & daily subsistence to that employers place of employment. Daily subsistence (not less than $11.13 per day) or the current minimum subsistence amount as published in the Federal Register will be paid to the worker. The amount of the transportation payment must not be less (and is not required to be more) than the most economical & reasonable common carrier transportation charges for the distances involved.

If the worker completes his contract, meaning his "period of employment", the employer will provide or pay the cost of return transportation and subsistence enroute from the place of employment except when the worker is not returning to the place of departure, 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 place of departure. 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.

For the purposes of the above requirements the "period of employment" is defined as the period from the first workday the worker is at the employer's farm and is ready, willing, able, and eligible to work until the anticipated ending day of the employment in Item 9.

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 where worker departed to work for employer 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 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 655.135.

Work Agreement: - The employer will provide a copy of the contract or Job Clearance Order to the worker no later than on the day the work commences. In the case of an H-2A worker, the employer will provide a copy of the contract no later than the time at which the worker applies for the visa.

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 along with hours actually worked. Any deductions will be itemized. If piece rates are used, the units produced daily, beginning & ending dates of the pay period, & the employers name, address, and FEIN.

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 4 workers of which 4 will be H-2A's.

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 344641
2. NAME OF EMPLOYER: Garner Produce

3. LOCATION OF EMPLOYER AND DIRECTIONS:
507 Piney Grove Road
Warsaw Virginia 22572

PERIOD OF EMPLOYMENT
FROM: 4/1/2013 TO: 11/1/2013

5. WORK SCHEDULE:
MINIMUM HOURS PER DAY 5
DAYS PER WEEK 6

6. PAY: HOURLY WAGE: 9.68
PIECE RATE:

7. WORK TASKS TO BE PERFORMED:
Perform any combination of tasks related to agricultural /farming operation. Workers assist in cultivating, growing, and harvesting vegtables.

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

9. HOUSING CAN ACCOMMODATE
PERSONS 4
INDIVIDUAL 4
FAMILY 0

10. MEALS: PROVIDED: no
IF YES: COST PER DAY
(See item 13 on Job Order)
WORKERS MAY DO THEIR OWN COOKING:

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	yes
INCOME TAX	yes
TRANSPORTATION	no
TOOLS & EQUIPMENT	no
CREWLEADER CHARGES	no

12. NOTES TO WORKERS:
A copy of the full job order is available for inspection in this office.

The employer has guarenteed your first week's wages unless he/she notifies this job service of a later starting date by:

In order for you to be eligilble for this guarentee, you must contact the Job Service at: 804-333-3675
During the period of: 2/1/2013-7/17/2013
Any Job Service office will assist you in doing this.

VIRGINIA EMPLOYMENT COMISSION AGENCIA

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

1. NUMERO DE LA ORDER: 344641
2. NOMBRE DEL EMPLEADOR: Garner Produce

3. LUGAR Y DIRECCION DEL EMPLEADOR:
507 Piney Grove Road
Warsaw Virginia 22572

0
0

4. PERIODO DE EMPLEO:
DEL: 4/1/2013 AL: 11/1/2013

5. HORARIO DE TRABAJO:
MINIMAS HORAS POR DIA 5
NUMERO DE DIAS POR SI 6

PAGO: SUELDO POR HORA: 9.68
PAGA POR UNIDAD: 0

7. LABORES A DESEMPENAR IN EL TRABAJO:
Realizar cualquier combinación de las tareas relacionadas con la agricultura operación. Trabajadores ayudar en el cultivo, crecimiento, y la cosecha de vegetales.

8. TRANSPORTACION PROVISTA:
DESDE EL ENCAMPAMENTO HASTA EL LUGAR DE TRABAJO Y DE VUELTA

9. VIVIENDA DESPONIBLE PARA
PERSONAS 4
INDIVIDUOS 4
FAMILIAS 0

10. COMIDAS: PROVISTAS: no
SI SON PROVISTAS, EL COSTO POR DIA SERA
(Vea Num. 13 en la Orden de Trabajo) 0
LOS TRABAJADORES TIENEN QUE CONCINAR SUS COMIDAS:

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	si
IMPUESTOS SOBRE INGRESOS	si
TRANSPORTACION	no
HERRAMIENTAS Y MAQUINARIA	no
SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS	no

12. NOTAS PARA EL TRABAJADOR:
La copia de la orden completa esta disponible en la oficina para su inspection.
El empleador da 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 notification sen a mas tardar el: 0

Para que Ud. Pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleados en el: 804-333-3675
Durante el periodo el 2/1/2013-7/17/2013
Cualquier Oficina del Servicio de Empleados le asistira en hacerlo.

Cual Tipos de Servicos Existe en mi area?

La Verdad es que hay ciertos tipos de servicios para toda la gente en cada condado del estato. A lo major tu no calificas para cada tipo de servicio, pero si necessitas ayuda, debes contactar los departamentos en su area para determinar si calificas para los servicios que cada departamento y grupo ofrecen imediatemente. Si tienes preguntas sobre quien es las persona o departamento correcto a contactar, habla con Will Jacobs, Farm Placement Specialist, describe la situacion que usted tiene, y el tiene las habilidades para determinar cuales recursos se pueden usar en su caso particular .

Quienes Somos

Sobre Nosotros

Somos el unico Departamento Estatal que provee servicios y ayuda para los trabajadores de Virginia en agricultura. Estamos aqui para ayudarte.

Contactanos

Phone: 804-333-3675
Email: will.jacobs@vec.virginia.gov
Web: www.vec.virginia.gov

Busca Empleo

www.vaworkconnect.com

VIRGINIA EMPLOYMENT COMMISSION
14243 HIstoryland Highway
Warsaw Virginia 22572

VIRGINIA EMPLOYMENT COMMISSION

Richmond County, Virginia

Servicios de Richmond County

Virginia Employment Commission

14243 Historyland Highway

Warsaw Virginia 22572

804-333-3675

http://www.vec.virginia.gov/

Virginia Employment Commission

10304 Spotsylvania Avenue,
Suite 100
Fredericksburg, VA, 22408

540-322-5757

Moss Free Clinic

Lloyd F. Moss Free Clinic
1301 Sam Perry Boulevard,
Suite 100
Fredericksburg, VA 22401

(540) 741-1061

http://www.mossfreeclinic.org

Richmond County Local Government

101 Court Circle

Warsaw, Virginia 22572

804-333-3415

http://www.co.richmond.va.us

Richmond County Fire and Rescue

Emergency Dial 911

Telamon

Sara Lopez

112 Peach Grove Lane #F5

PO BOX 35

Montross, Virginia 22520

804-313-5018

www.telamon.org

Departamento De Servicios Sociales

5579 Richmond Road
P.O. Box 35
Warsaw, VA 22572-0035

(804) 333-4088