Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 512846 3. Employer Name: Abernethy + Spencer Greenhouses
4. From: Agriculture & Foreign Labor Program Manager Virginia Employment Commission 2211 Hydraulic Rd Charlottesville, VA 22901	5. OES Job Code, Title and Number of Positions Available 45-2092.02 14 positions Farmworker, Nursery

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) Kendal Shaver	Title: Agriculture & Foreign Labor Program Manager	Telephone Number: 434-984-7640

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 Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):

Abernethy & Spencer Greenhouses LLC

18035 Lincoln Road, Purcellville, VA 20132

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:

54-1913454

b) Telephone Number / Número de Teléfono:

(540) 338-9118

c) Fax Number / Número de Fax:

(540) 338-6582

d) E-mail Address / Dirección de Correo Electrónico:

dlohmann3@aol.com

DEC 2014

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

18035 Lincoln Rd, Purcellville, VA 20132 - From Leesburg, VA-7 West to State Hwy 287, exit Purcellville keep left at fork, left at Berlin Turnpike/VA 287, right at E. Main ST/VA-7, left at 10th St/S Maple Ave/VA-722, cont. to job site location on the right.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

18035 Lincoln Rd, Purcellville, VA 20132
From Leesburg, VA-7 West to State Hwy 287, exit Purcellville keep left at fork, left at Berlin Turnpike/VA 287, right at E. Main ST/VA-7, left at 10th St/S Maple Ave/VA-722, cont. to job site location on the right.

a) Description of Housing / Descripción de la vivienda:

House
Available housing is for: Single Workers

Description: Housing will be clean and in compliance with OSHA Housing Standards at 29 CFR 1910.142 when occupied. Workers will be responsible for maintaining housing in a neat, clean manner. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement. Housing and utilities are provided at no cost to the workers who are unable to return to their place of residence the same day.

Nos. 4 through 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL

4. SOC (O*NET/OES) Occupational Code / Código Industrial:

45-2092.02

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Farmworker, Nursery

5. Job Order No. / Num. de Orden de Empleo:

512846

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):

100 Premier Place (540)722-3415
Winchester, VA 22602

a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa).

Cindy Webb (540)535-2862

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:

12/19/14

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:

7/9/~~14~~ 2015 KBS 12/23/14

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:

From / Desde: 02/15/15 To / Hasta: 12/01/15

10. Number of Workers Requested / Número de Trabajadores Solicitados:

14

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

Sunday / Domingo 0
Monday / Lunes 8
Tuesday / Martes 8
Wednesday / Miércoles 8
Thursday / Jueves 8
Friday / Viernes 8
Saturday / Sábado 0

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:

N/A

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:

Employer / Empleador: Yes / Si ☐ No ■

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Employer will furnish free and convenient cooking and kitchen facilities so that the workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation for workers to and from a store at least once a week for supplies.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

David Lohmann (540) 454-6403

Interviews will be conducted by appointment.

Referrals of individuals shall be made through the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information to enable proper arrangements to be made.

Interviews either in person or by telephone will be conducted by the employer by appointment. Employer is to be contacted at the following address and phone number:

Company Name and Address:
Abernethy & Spencer Greenhouses LLC
18035 Lincoln Road
Purcellville, VA 20132

Contact:
David Lohmann - (540) 454-6403

Order Holding Office:
Virginia Employment Commission
100 Premier Place
Winchester, VA 22602
(540) 722-3415

Employer agrees to interview all US workers referred by the State Employment Services who have been screened by such employment services for:

1. Availability for entire season
2. Have transportation to jobsite.
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment.

16. Job description and requirements / Descripción y requisitos del trabajo:

Prepare trees/shrubs for digging; dig, wrap burlap, etc around root balls; lift, carry, load/unload nursery stock & supplies; prepare fields for planting; plant seedlings; straighten, tie, prune & shear trees/shrubs.

Must be able to lift 85lbs.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☐ No ☑ If yes, number of months preferred: / Si es así, numero de meses de experiencia: _____

2. Check all requirements that apply:

☐ Certification/License Requirements / Certificación/Licencia Requisitos
☐ Driver Requirements / Requisitos del conductor
☐ Employer Will Train / Empleador entrenará o adiestrará
☐ Extensive Sitting / Estar sentado largos ratos
☐ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
☑ Lifting requirement / Levantar o Cargar 85 lbs./libras
☐ Repetitive Movements / Movimientos repetitivos
☐ Criminal Background Check / Verificación de antecedentes penales
☐ Drug Screen / Detección de Drogas
☐ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
☐ Extensive Walking / Caminar por largos ratos
☑ Frequent Stooping / Inclinándose o agachándose con frecuencia
☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

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

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Sí	No	Pay Period / Período de Pago / /
Greenhouse/Field Worker	$ 9.87	$ N/A	N/A	Social Security / Seguro Social	■	☐	Weekly / Semanal ☑
	$	$		Federal Tax / Impuestos Federales	■	☐	
	$	$		State Tax /Impuestos Estatales	■	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	■	
	$	$		Other (specify) / Otro (especifica)	■	☐	Monthly/Mensual ☐
							Other/Otro ☐

18. More Details About the Pay / Mas Detalles Sobre el Pago:

***See attachment**

19. Transportation Arrangements / Arreglos de Transportación

Transportation Provided. After worker has completed 50% of work contract period, employer shall reimburse worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to the place of work. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement subsistence will be the minimum amount of $11.58 without receipts per 24-hour period of travel and the maximum amount will be $46.00 per day with receipts) from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such costs, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distances involved. Free transportation will be provided from the housing location to the work site and return each day.

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ■

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☐ No ■

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ■ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Si ■ No ☐

24. 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".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

None

25. 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 operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☑ No ☐

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

David Lohmann, Manager

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Manager

Employer's Signature / Firma y Título del Empleador

12-7-14

Date / Fecha

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 Employment and Training Administration (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 American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. 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, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA Form 790 Attachment

Item 11- Anticipated Hours of Work per Week

8 hours per day is normal. The worker may be requested, but not required, to work more than 8 hours per day and/or on the Sabbath depending upon the conditions of the crop.

Item 17- Wage Rates, Special Pay Information and Deductions

- The Adverse effect wage rate of $9.87, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage, whichever is higher, is guaranteed as a minimum. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed rate, the worker will be provided make-up pay to the guaranteed minimum rate.
-Wage may be higher or lower if AEWR changes during work contract.
- Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings
- Employer will not pay the worker a bonus.
-The employer will provide to workers referred through the clearance system 40 hours of work 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 by notifying the order-holding office. If the employer fails to notify the order-holding office at least 10 working days prior to the original date of need the employer shall pay eligible workers referred through the clearance system $9.87, per hour for the first week starting with the originally anticipated date of need. Employer will not require workers to perform alternative work if the guarantee cited in this section is invoked.
- Employer will offer a total of $394.8 as the starting wage for the first week.
- Employer guarantees to offer employment for a minimum of ¾ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations (i.e. frost, flood, drought, hail, etc…), the ¾ guarantee period ends on the date of termination. Worker is not required to work more than 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal Holidays to meet the guarantee period.

Other Conditions of Employment

- ***Termination:*** 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; b) commits serious acts of misconduct.

- ***Tools & Equipment:*** Employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

- ***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 ETA field office before certification is granted.

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

- ***Terms and Condition Changes:*** Employer will expeditiously notify the order holding office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

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

- ***Contract impossibility.*** 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 a 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. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H– 2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence will be computed as set forth in 20 CFR 655.122(h). The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

- ***Proof of Citizenship:*** All workers hired under this order will be required to provide documentation attesting the U.S. Citizenship or legal status to work in the U.S.

-***Work Agreement:*** A copy of the contract or Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.

-***Hours and Earnings:*** Employer will furnish to the worker on or before each payday in one or more written statements the following information: (1) The worker's total earnings for the pay period; (2) The worker's hourly rate and/or piece rate of pay; (3) The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee separate from any hours offered over and above the guarantee); (4) The hours actually worked by the worker; (5) An itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) Beginning and ending dates of the pay period; and (8) The employer's name, address and FEIN.

-***Other:*** Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.

Signature

Manager

Title

H-2A ASSURANCES
(20 CFR 655.135)

By filing a temporary labor certification application, the employer agrees to abide by the H-2A regulations and makes the following assurances:

A) Labor Disputes: The specific job opportunity for which the employer is requesting is not vacant because the former applicant is on strike or being locked out in the course of a labor dispute.

B) Employment Related Laws: During the period for which the temporary alien agricultural labor certification is granted, the employer shall comply with applicable federal, state, and local employment related laws and regulations, including employment health and safety laws.

C) Rejections and Terminations of U.S. Workers: No U.S. workers will be rejected for or terminated from employment for other than lawful job related reasons, and notification of all rejections or terminations shall be made to the appropriate ES office.

D) Recruitment of U.S. Workers: The employer shall engage in positive recruitment of U.S. workers until the foreign workers have departed for the employer's place of employment and shall cooperate with the Employment Service System (ES) in the active recruitment of U.S. workers by:

(1) Assisting the ES System is preparing local, intra- and interstate job orders, using the information supplied and the employer's job offer, for clearance purposes to nearby states, if deemed necessary by the Department of Labor Regional Administrator (RA);

(2) Placing advertisements (in a language other than English, where the RA determines appropriate) for the job duties in a local newspaper of general circulation and/or on the local radio station, as required by the RA;

(i) Each such advertisement shall describe the nature and anticipated duration of the job opportunity; offer at least the prevailing wage rate; give the ¾ guarantee; state that work tools, supplies and equipment will be provided by the employer; state that housing will also be provided; and that transportation and subsistence expenses to the worksite be provided or paid by the employer upon completion of 50% of the work contract, or earlier if appropriate; and

(ii) Each such advertisement shall direct interested workers to apply for the job opportunity at the local service office in their area.

(3) Cooperating and coordinating with the State Workforce Agency (SWA) with respect to recruitment efforts, including on-site recruitment and interviews in the local ES office and telephone interviews of able, willing and qualified eligible U.S. workers.

E) Fifty Percent Rule: The employer shall provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the Application for Temporary Employment Certification under which the foreign worker who is in the job was hired. In addition, the employer shall offer to provide housing and other benefits, wages, and working conditions required by the H-2A regulations to any U.S. worker referred or transferred pursuant to this assurance.

F) Other Recruitment: The employer shall perform the specific recruitment and reporting activities specified by the RA, and shall engage in positive recruitment of U.S. workers to an extent (with respect to both effort and location) no less than that of non-H-2A agricultural employers of comparable or smaller size in the area of employment. When it is the prevailing practice in the area of employment and for the occupation for non-H-2A agricultural employers to secure U.S. workers through farm labor contractors and to compensate farm labor contractors with an override for their services, the employer shall make the same level of effort as non-H-2A agricultural employers and shall provide an override which is no less than that being provided by non-H-2A agricultural employers. Where the employer has centralized cooking and eating facilities designed to feed the workers, the employer shall not be required to provide meals through an override. The employer shall not be required to provide housing through an override.

G) Retaliation Prohibited: The employer shall not intimidate, threaten, restrain, coerce, blacklist, discharge, or in any manner discriminate against any person who has with just cause:

(1) Filed a complaint under or related to 216 if the INA (8 U.S.C. 1186), or this subpart or any DOL regulation promulgated to 216 of the INA;

(2) Instituted or cause to be instituted any proceeding under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;

(3) Testify or is about to testify in any proceeding under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;

(4) Consulted with an employee of a legal assistance program or an attorney on any other matter under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;

(5) Exercised or asserted on behalf of himself/herself or others any right or protection related to or afforded by 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA.

H) Fees: The employer assures that the fees for certification of the H-2A regulations will be paid in a timely manner. The fee for each employer receiving a temporary alien agricultural labor certification is $100, plus $10 for each job opportunity certified for H-2A workers, provided the total fee shall not exceed $1,000. Timeliness: Fees received by the RA within 30 calendar days after the date of the temporary alien labor certification determination are timely.

Will, Manager — 12-2-14

Employer's Signature / Title — Date

20 CFR 653.501
Assurances

INTRASTATE AND 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 by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO 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 or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original 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 specified in the job order as a term of employment, providing transportation or paying 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 OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets 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.

Employer's Name David Lohmann Date: 12-7-14

Employer's Signature

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

ASSURANCE OF WORKERS' COMPENSATION INSURANCE

This serves as an assurance that, should I receive certification of my H-2A application, I will have a valid workers' compensation insurance policy during the job contract period for any worker I employ under the H-2A Program. Additionally, once I purchase my workers' compensation insurance coverage, I will provide to the Regional Administrator at the U.S. Department of Labor, Employment and Training, the company's name, policy number and effective dates.

ASSURANCE OF RENEWAL OF WORKERS' COMPENSATION COVERAGE DURING WORK CONTRACT

This serves as an assurance that should my workers' compensation insurance policy expire during the work contract period in which I employ workers under the H-2A Program, I will renew my workers' compensation insurance policy to cover the workers. The renewal information (company name, policy number, and effective dates of policy) will be provided to the above.

Manager — 12-7-14

Employer's Signature / Title — Date

REQUEST FOR CONDITIONAL ACCESS INTO INTERSTATE CLEARANCE SYSTEM

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

As a condition for placing my order into interstate clearance, I assure that my housing will meet such standards as are agreed upon to fulfill the requirement of the U.S. Secretary of Labor for the use of the Employment Service facilities for interstate clearance orders.

I also authorize representatives of the State Employment Service, the State Health Department, and/or the U.S. Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition. My housing will meet applicable standards by the beginning date of need and I expect it to be occupied by the beginning date of need.

Manager 12-7-14

Employer's Signature / Title Date

ESTIMATION OF WORKERS REQUESTED

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be 30, of which 14 will be H-2A workers for which certification is requested and the balance of US workers. These numbers are estimates only as total workforce needs are dependent upon weather crop conditions and worker availability.

EMPLOYER'S FINAL ASSURANCES

I, David Lohmann, hereby agree to abide by the Regulations set forth by the 20 CFR 655.135 and 20 CFR 653.501 Assurances.

Mgr Manager

Employer's Signature / Title

12-7-14

Date

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 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 judgment 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. Five 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 want 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 the 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 or 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 after 10:30pm except on Saturday night on which night guests 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, 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, other vehicles, tools, or other equipment or property for their personal use unless expressly authorized by the employer.
23. Workers may 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:

1st offense:	oral warning and correction
2nd offense:	written warning and unpaid leave for balance of pay
3rd offense:	immediate discharge with written fact statement that employee will be asked to sign.

NORMAS DE TRABAJO

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

Con la presente se notifica que cualquier violación de los requisitos legítimos relacionados al trabajo que tenga el patrón, incluyendo estas normas de trabajo, será considerado como motivo para despedir al trabajador, sanciones, tales como suspensión de oportunidades de trabajo para 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, cualidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrono 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, los antecedentes de trabajo del trabajador y otros factores pertinentes. El trabajador puede ser despedido si comete cualquier otra ofensa.
2. No se permite el uso o posesión de cerveza o licor durante el tiempo de trabajo ni durante el día de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no deben reportar al trabajo mientras estén bajo la influencia de cerveza, licor o drogas ilegales. Drogas ilegales no se pueden usar, vender o guardar en ninguna propiedad del patrón, incluyendo las viviendas. Tardío excesivas no van a ser permitido.
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, y capaces y dispuestos a trabajador todos los días de trabajo. Este no es trabajo esporádico ni "a jornal."
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 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 el capataz.
6. Todas las viviendas quedaran cerradas con llave cada mañana antes de ir al trabajo. Las luces y calefacción que no sean necesarias serán 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 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 embalaje ni en el área de vivienda. Se deben usar los recipientes para basura y desperdicios.
10. Los trabajadores no deben tomar recesos 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 patrono sin autorización.
13. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, no 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 10:30pm excepto la sábado por la noche cuando horas de visita terminan a medianoche. Nadie, fuera de los trabajadores asignadas a un dormitorio por el patrono, debe dormir el los dormitorios.
15. Los trabajadores no deben dañar la fruta excesivamente o intencionalmente limitar la producción.
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.
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 ninguna maquinaria, camión u otro vehiculo, equipo, herramientas u otra propiedad del patrón o de otros empleados.
22. Los trabajadores no deben operar o usar camiones no otros vehículos, maquinas, herramientas ni otro equipo si no se les ha sido asignada 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 loas prácticas 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 esta hoja.

Abernethy & Spencer Greenhouses, LLC
18035 Lincoln Road
Purcellville, VA 20132
540.338.9118 – ph
540.338.6582 – fax

I, David Lohmann, of Abernethy & Spencer Greenhouses, LLC, hereby authorize the Federation of Employers and Workers of American (FEWA) to act as our representative for the specific purpose of applying for Labor Certification with the United States Department of Labor and petitioning for alien workers with the United States Citizenship and Immigration Service. All information I supply to FEWA will be true and accurate and will be kept in the strictest of confidence.

Abernethy & Spencer Greenhouses, LLC

by: _____ 12-7-14
David Lohmann, Manager Date

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 512846

2. NAME OF EMPLOYER: Abernethy & Spencer Greenhouses LLC

3. LOCATION OF EMPLOYER AND DIRECTIONS:
18035 Lincoln Rd. Purcellville, VA 20132
From Leesburg – 7 West to State Hwy 287, exit Purcellville, keep left at fork, left at Berlin Tpke/VA 287, right at E. Main St./VA-7, left at 10th St./Maple Ave/VA-722, continue to job site location on the right

4. PERIOD OF EMPLOYMENT:
FROM 2-15-15 to 12-01-15

5. WORK SCHEDULE:
HOURS PER DAY 8
DAYS PER WEEK 5

6. CROP AND PAY:

CROP:	nursery
HOURLY WAGE:	$9.87
PIECE RATE:	$N/A

7. WORK TASKS TO BE PERFORMED:
Prepare trees/shrubs for digging; dig, wrap burlap, etc. around root balls; lift, carry, load/unload nursery stock & supplies; prepare fields for planting; plant seedlings; straighten, tie, prune & shear trees/shrubs.

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

9. HOUSING CAN ACCOMODATE 14 PERSONS
14 INDIVIDUAL
0 FAMILY

10. MEALS:

PROVIDED: NO

IF YES: COST PER DAY _____
(See item 14 in Job Order)

WORKERS MAY DO THEIR OWN COOKING:
YES

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX

LA COMISION DE EMPLEOS DE VIRGINIA

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

1. NUMERO DE LA ORDEN: 512846

2. NOMBRE DEL EMPLEADOR: Abernethy & Spencer Greenhouses LLC

3. DIRECCION DEL EMPLEADOR:
18035 Lincoln Rd. Purcellville, VA 20132
De Leesburg – 7 oeste a la ruta estatal 287, salida de Purcellville, doble a la izquierda al semáforo en Berlin Tpke/VA 287, derecha al E. Main St./VA-7, izquierda a 10th St./Maple Ave/VA-722, sigue derecho hasta el vivero en la mano derecha

4. PERIODO DE EMPLEO:
DEL Feb-15-15 al Dic-01-15

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

6. COSECHA Y PAGO:

COSECHA	vivero
SUELDO POR HORA	$9.87
PAGA POR UNIDAD:	$no aplica

7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Preparar arboles/arbustos para desenterrar; Desenterrar, envolver de arpillera, levantar, cargar plantas; preparar los campos por las plantas en semillero; arreglar, amarrar, podar y segar los arboles/arbustos.

8. TRANSPORTE PROPORCIONADO: DESDE EL ENCAMPAMENTO HASTA EL SITIO DEL TRABAJO Y LA VUELTA: SI

9. VIVIENDA DISPONIBLE PARA 14 PERSONAS:
14 INDIVIDUOS
0 FAMILIAS

10. COMIDAS:

PROPORCIONADAS: NO

EN CASO DE SI: EL COSTO POR DIA SERA _____ (Vea Num.14 en la Orden de Trabajo)

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX

INCOME TAX	XXXXXX
TRANSPORTATION	NONE
TOOLS & EQUIPMENT	NONE
CREWLEADER CHARGES	NONE

IMPUESTOS SOBRE INGRESOS	XXXXXX
TRANSPORTE	NINGUNO
HERRAMIENTOS Y EQUIPO	NINGUNO
SUMA COBRADA POR EL CONTRATISTA DE TRABAJO AGRICOLA	NINGUNO

12. NOTES TO WORKERS:

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

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by _____2/2/15_____.

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

VIRGINIA EMPLOYMENT COMMISSION
100 Premier Place
Winchester, Va 22602

During the period of ___2/3/15 to 2/9/15_____.
Any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa está disponible en la oficina para su inspección:

El pago por la primera semana de empleo es garantizado a menos que el empleador notifique al Servicio de Empleos de que la fecha de comienzo será atrasada, y que tal notificación sea antes de la fecha _____Feb-2-2015_____.

Para que Ud tenga derecho a esta garantía de pago, es necesario que se ponga en contacto con la siguiente Oficina del Servicio de Empleo:

VIRGINIA EMPLOYMENT COMMISSION
100 Premier Place
Winchester, Va 22602

Hay que contactar a la oficina durante el periodo del __Feb-3-15___al__Feb-9-15_____.
Cualquiera oficina del servicio de empleos le asistirá en hacer contacto.

VIRGINIA EMPLOYMENT COMMISSION
COMMUNITY SERVICES FOR LOUDOUN COUNTY

HEALTHCARE SERVICES
SERVICIOS MÉDICOS

Inova Loudoun Hospital
44045 Riverside Parkway
Leesburg, VA
Phone: 703-858-6000

Inova Urgent Care Center
205 East Hirst Road, Suit 101
Purcellville, VA
Phone: 540-338-4995

Loudoun Free Clinic
224B Cornwall St, NW
Leesburg, VA
Phone: 703-779-5416

Loudoun County
Health Department
224B Cornwall St, NW
Leesburg, VA
Phone: 703-779-5416

EDUCATION SERVICES
SERVICIOS EDUCACION

The VA Justice Center for
Loudoun County Public Schools
21000 Education Court
Ashburn, VA
Phone: 571-252-1000

Loudoun Literacy Council
204 South King Street
Leesburg, VA
Phone: 703-777-2205

THESE AGENCIES MAY PROVIDE TEMPORARY HOUSING AND MEALS
REFUGIO Y ALIMENTO TEMPORARIOS

The Salvation Army
10 Cardinal Park Drive Southeast
Leesburg, VA
Phone: 703-771-8905

Loudoun Interfaith Relief, Inc.
750 Miller Drive, Suite A-1
Leesburg, VA
Phone: 703-777-5911

LINK, Inc
P.O. Box 443
Sterling, VA
Phone: 703-437-1776

MAY PROVIDE LEGAL ASSISTANCE TO MIGRANT WORKERS
AYUDA LEGAL

The VA Justice Center for
Farm and Immigrant Workers
Charlottesville, VA
Phone: 800-763-7323

Virginia Department
of Labor Wage & Hour Division
400 N 8th St # 416
Richmond, VA
Phone: 804-771-2488

SOCIAL SERVICES
SERVICIOS SOCIALES

Loudoun County Social Services
52 Sycolin Road Southeast
Leesburg, VA
Phone: 703-771-5375

Loudoun County Family
Services Department
102 Heritage Way NE # 103
Leesburg, VA
Phone: 703-777-0353

Social Services Provided

Employment & training services
Child daycare assistance
Assistance obtaining meals
Assistance for Elderly
Investigates cases of abuse
Financial assistance

EMPLOYMENT AND TRAINING ASSISTANCE
EMPLEO Y ENRENAR AYUDAR

Virginia Employment Commission
100 Premier Place
Winchester, VA
Phone: (540) 722-3415

Telamon Corporation
1909A East Market St
Harrisonburg, VA, 22801
Phone: (540) 705-4440