Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 527319 3. Employer Name: Garner's Produce
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 4 Positions Farmworker, Vegetable

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):
Garner's Produce, LLC
Edward Meade Garner, Owner
Mailing Address: 507 Piney Grove Rd, Warsaw, VA 22572
Physical Address: 507 Piney Grove Rd, Warsaw, VA 22572

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 45-4167669

b) Telephone Number / Número de Teléfono: (804)761-2412

c) Fax Number / Número de Fax:

d) E-mail Address / Dirección de Correo Electrónico:
c/o Employer Agent E-mail: etrujillo@nc.rr.com

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

Note that all work sites listed are either owned, leased or unde the control of named employer:

2645 Kings Hwy, Warsaw, VA 22572; Westmoreland County
Red Oak Farm, Kings Hwy, Warsaw, VA 22572; Westmoreland County

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

22645 Kings Highway, Warsaw, VA 22572

a) Description of Housing / Descripción de la vivienda:

Singlewide mobile home. Housing has kerosene heat & space for 4 persons.

See "Attachment 1 for ETA 790" Item 3

JAN 2015
CHARLOTTESVILLE

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, Vegetable

5. Job Order No. / Num. de Orden de Empleo.
527319

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
5240 Oaklawn Blvd 804-541-6548
Hopewell, VA 23860
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).
Kevin Shaver (434) 984-7640

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo.
2/6/15

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
7/17/15

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo.
From / Desde: **04/01/2015** To / Hasta: **11/01/2015**

10. Number of Workers Requested / Número de Trabajadores Solicitados:
4

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

Sunday / Domingo **varies** Thursday / Jueves 7
Monday / Lunes 7 Friday / Viernes 7
Tuesday / Martes 7 Saturday / Sábado 5
Wednesday / Miércoles 7
See "Attachment 1 to ETA 790" Item 11

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

See "Attachment 1 to ETA 790" Item 12

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 & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & serving utensils along with housing and utilities to workers for whom housing must be provided (workers who are unable to return to their place of residence the same day) at no cost to the workers. Employer will provide transportation no less than once a week to the nearest neighboring town to assure worker access to stores where one can purchase groceries if the employer is providing cooking & kitchen facilities. Dining, full kitchen/cooking facilities and other common areas will be shared by all workers.

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.

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the local Virginia Employment Commission Workforce Center 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 Workforce Commission office to inform job seekers of the terms and conditions of this clearance order. Only workers meeting all qualifications on the job order should be referred. Interview will be performed by telephone or in person at the time of referral or as soon thereafter as possible. It is requested that the SWA give each referral a copy of the clearance order ETA 790 along with all attachments. If a holding office plans to refer several applicants at the same time, it is requested that the employer be advised in advance and a time scheduled for the interview. All applicants should be advised to remain in contact with the SWA

The SWA is to contact the agent, Labor Services International, LLC first at 252-492-2543 to provide LSI with the name of the referral, valid contact number(s) for the referral, the JO #, & associated employer Monday – Friday 9.00 a.m. to 3:00 p.m. excluding all federal holidays. If available at time of call, LSI will schedule a phone interview with the referral. If LSI is unavailable, VEC will leave the requested information on LSI's voicemail and then contact the employer directly at the number listed in Item 1.(b) of the ETA 790 with the same referral information above during the same hours. LSI will acknowledge its receipt of the information via email to the local farm specialist as well as the Rural Services Manager within 1 business day of receipt. Within 3 business days, LSI will communicate back to the local farm specialist as well as the Rural Services Manager of the outcome of LSI's efforts in communicating with the referral. An employer's hiring decision will be communicated directly to the applicant at the contact information given in the event that such a decision cannot be rendered at time of interview.

The actual employment offer is at the sole discretion of the employer. 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.

SWA's should fully apprise workers of the job specifications and terms and conditions of employment before a referral is made. Workers must meet all of the following criteria:

(a.) Available and willingness to work for the entire season
(b.) Have transportation to job site at start of season daily for local workers and start of season for non-local workers
(c.) Fully apprised and aware of the terms, conditions, and nature of employment.
(d.) Legally entitled to work in the US. Workers must provide documentation to enable employer to comply with the employment verification requirements and accurate completion of the I-9 Employment Verification form within three (3) days of employment according to US Law.
(e.) Able, willing, and qualified to perform the work.

Order holding office:

VA Employment Commission Workforce Ctr
PO Box 67;14243 History Land Hwy, Warsaw, VA 22572
Telephone: (804) 333-3675

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

To perform various duties associated with the production of all vegetable crops in the job order. Workers 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. Must have three months verifiable prior experience in job offered. After 3 days, worker required to keep up with other co-workers related to performance and productivity of the tasks required to produce crops.

See "Attachment 1 to ETA 790" Item 16

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es asi, numero de meses de experiencia: ___3___

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 ___70_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) / Dias 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/Si	No
Ag- Vegetables	$10.32 Hourly	$		Social Security / Seguro Social	☒	☐
Ag – Hay	$10.32 Hourly	$		Federal Tax / Impuestos Federales	☒	☐
General Farm Work	$10.32 Hourly	$		State Tax /Impuestos Estatales	☒	☐
		$		Meals / Comidas	☐	☒
	$	$		Other (specify) / Otro (especifica)	☐	☒

Pay Period / Periodo de Pago

Weekly / Semanal ☒

Bi-weekly/ Quincenal ☐

Monthly/Mensual ☐

Other/Otro ☐

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

See "Attachment 1 to ETA 790" Item 18

19. Transportation Arrangements / Arreglos de Transportación

Transportation and daily travel subsistence provided according to regulations.

See "Attachment 1 to ETA 790" Item 19

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.

Edward Meade Garner, Owner

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

EMGarner by D Boyle, Mgr.

Employer's Signature / Firma y Título del Empleador

Jan 21, 2015

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.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el numero de la sección e incluya archivos adjuntos, si es necesario.

See **"Attachment 1 to ETA 790" for continuations of Item 3, Item 11, Item 12, Item 16, Item 18, and Item 19**

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 Edward Meade Garner, Owner Date: 1.21.15

Employer's Signature Edward Garner by Dina Boyle, Mgr.

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.

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 – Address and Directions to Housing (continued from ETA 790, Page 1, Item 3)

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

Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing. Workers will be assigned to employer provided housing by the owner or manage and must occupy the quarters assigned to them.

Employer retains possession and control of the housing premises at all times, and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing, in accordance with state law.

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 and in compliance with Work Rules which will be provided upon hiring and are attached hereto and incorporated by reference in this application. 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.

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.

If one has not already been performed at the time of this filing, Garner's Produce, LLC requests a timely inspection (prior to occupancy) of employer-provided worker housing by the Virginia Employment Commission and/or the VA Health Dept at any reasonable time to verify its condition so as to ensure that all worker housing meets standards no later than 30 days prior to occupancy.

Housing is expected to be occupied by April 1, 2015.

Item 11 – Anticipated Hours of Work per Week (continued from ETA 790, Page 1, Item 11)

Seven - eight hours per day is normal. Workers may be offered more than the specified work in a single day. 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. These requirements pertain to both H-2A and US workers. Extreme heat, cold or drought may affect working hours. Employer will offer 40 hours/week, weather and crop conditions permitting. Worker will report to work at designated time and place as directed by employer each day.

Item 12 – Anticipated Range of Hours For Different Seasonal Activities (continued from ETA 790, Page 1, Item 12)

Workers should expect occasional periods of little or no work due to weather, crop, or other conditions beyond the control of the employer. This can occur anytime throughout the season. As a general matter, working hours will be divided between duties related to vegetables, fruits, flowers, and general farm work depending on the employer's needs. Given that the demands of agricultural production are unpredictable and determined by factors to include weather, crop conditions, market demands and seasonal task needs and numerous other factors, it is impossible to predict with any degree of accuracy the percentage of time that will be dedicated to any specific task referenced in Item 16.

Item 16 – Job Description and Requirements (continued from ETA 790, Page 3, Item 16)

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.

Workers will perform work in greenhouses and vegetable/strawberry/blackberry farm. Workers will plant, cultivate, and harvest vegetables and fruits. This will include work on planter, planting roots, seeds, and bulbs. May spread and or remove plastic or other ground covering. Workers will cultivate, weed, thin, transplant by riding on transplanter or plant plants by hand. Workers may stake, tie plants, trellis or prune plants, set poles & wires for vine plants. Picks cuts, lifts or pull crops to harvest them. Hook up, maintain & operate drip irrigation system, assist with fertilization. Assist with building seasonal holding houses. Workers will assist in greenhouse preparation of plants.

Workers may be required to perform variable tasks such as irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding by hand, & other tasks related to general farming. May assist with general farm grounds & building maintenance.

Workers will bend and stoop considerably to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full containers weighing approximately sixty (60) to seventy –five (75) pounds and empty into field bin or load onto trailer lifting to a height of 5 feet for long periods of time. Workers will assist in loading & unloading trucks. 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.

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.

For strawberries, workers will help install black plastic and drip irrigation on rows in field being careful to cover all exposed edges of plastic cover with soil and be careful not to tear or punch holes in plastic. Worker may be asked to utilize implements associated with the installation of the plastic row covers incidental to performing required tasks on the ground. Workers will plant strawberry plants in pre-punched holes on the plastic covered rows being careful to place the strawberry plants at the same depth in the soil as they grew in the greenhouse. Workers will remove weeds from around the plants and from the row middles. Workers may carry full container weighing approximately six (6) lbs & empty into field bins or load onto trailers. In some cases, workers will be expected to fill a 4-quart/one gallon plastic pail carefully filling the pail to capacity. The pails will be carried in a 2-bucket carrier to be picked in. When full, carried to end of rows at designated truck-loading place. Then the buckets of berries will be inspected for quality and loaded for transportation to roadside market. Depending on market demand, workers may also be required to pick strawberries in cups, clamshells and/or flats. Strawberries harvested specifically for sale at a roadside stand as fresh market specialty basket containers must be field graded. For berries harvested for sale at roadside stands, extra care must be used to ensure that each strawberry is undamaged and perfect. All berries must be handled carefully to prevent bruises or fingernail cuts. Pickers will take extreme care not to damage the delicate berries. Quality and workmanship is of the utmost importance. Pre-harvest activities for strawberries may include weeding and transplanting and other tasks for maintenance of strawberries. In some instances, workers may be required to remove the plastic and drip irrigation tape from the row and load on trucks for removal from field.

For blackberries, workers will plant, cultivate, and harvest berries. Workers will remove weeks from around the plants and from the row middles. Workers will be expected to pick fully ripe blackberries, discard any deformed, decayed or undersized berries according to supervisor's instructions. Workers must carefully remove any undesirable berries from plant that would later cause fungi to attack the plant. Workers may carry ½ full container weighing approximately twelve (12) lbs. and empty into field bins or

load onto trailers. Workers must not completely fill their 1 gallon bucket as it will cause bruising to the berries. When ½ full, carried to end of rows at designated truck-loading place. The buckets of berries will be inspected for quality and loaded for transportation to roadside market. Depending on market demand, workers may also be required to pick blackberries in cups and/or flats. Blackberries harvested specifically for sale at a roadside stand as fresh market specialty basket containers must be field graded. For berries harvested for sale at roadside stands, extra care must be used to ensure that each blackberry is undamaged and perfect. All berries must be handled carefully to prevent bruises or fingernail cuts. Quality and workmanship is of the utmost importance. Pre-harvest activities for blackberries may include weeding and transplanting and other tasks for maintenance of blackberries. Pre-harvest activities may also include staking, tying, transplanting, and pruning.

For 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. Workers must be careful not to damage the tender young plugs. Workers will perform routine maintenance including pulling weeks and cleaning drip irrigation equipment. Workers will be expected to grade, sort, and place in shipping containers. After harvest is completed, workers will be required to remove mature melon vines from the plastic as well as preparing the plastic for the next planting cycle, if applicable. Pay is hourly.

Work may include mechanized field work using power equipment. By way of example and not limited to power equipment which 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 10 degrees 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. Workers will use muscles to lift, push, pull, or carry heavy objects in loading and unloading trucks. All of the tasks in this job description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to producing the crops such as performing hand weeding or hoeing, greenhouse cleaning and repairing buildings, maintaining grounds, operate tractor/farm equipment, incidental crop setup when needed, and movement of irrigation systems and equipment, gardening, cleaning around ponds & fields. 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. Deductions will be made to workers who are found to be responsible for any willful damage to or loss of such tools and equipment.

Full Crop Commitment: This is regular work seven - eight 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 elsewhere in the job order.

Worker must have three months (3) positive verifiable prior work experience in position offered. After completion of three (3) days, worker required to keep up with other co-workers related to performance and productivity of the tasks required to produce crops. If during this period, the performance is not acceptable to the employer, the worker's employment will be terminated. All terms and conditions in this job order will apply equally to all workers, both US workers and H-2A workers, employed in the position described in this job order.

Item 18 – <u>More Details About the Pay</u> (continued from ETA 790, Page 4, Item 18)

The current Adverse Effect Wage Rate (AEWR) of $10.32 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 2015 season a minimum of $10.32, 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 or bi-weekly or as stipulated on ETA 790, Item 17

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.

All requests for leave of absence must be in writing. All absences will be counted towards hours offered for the purpose of computing the 3/4 guarantee.

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 and deductions including court ordered child support, garnishments and liens will be made according to individual circumstances, all as required by law, & deductions for repayments of cash advances or loans. Reasonable repair costs of damage to housing other than that caused by normal wear and tear or loss of equipment will be deducted from workers found to have been responsible for such damage to housing or loss of equipment.

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. Any deductions will be itemized. Also included on the statement will be: if piece rates are used, the units produced daily; the beginning & ending dates of the pay period; & the employers name, address, and FEIN.

Item 19 – Transportation Arrangements (continued from ETA 790, Page 4, Item 19)

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 place 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 $11.58 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 $11.58 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.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return to such housing on a daily basis.

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.

The only work standards required of any H-2A or US worker will be that after a three (3) day period each worker will be required to keep up with co-workers related to performance and productivity of the tasks required to work in produced crops as included on ETA 790 and attachments.

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.

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.

In the event of any conflict between the English and Spanish versions of this document, the English shall govern.

Work Rules

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of the 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 house after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing.

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 consecutive workdays of unexcused absence will constitute abandonment of employment and worker will be terminated.

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.

5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.

6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event and rain and when heat is turned on.

7. Workers living in employer's housing assigned to bunk beds many not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

8. Workers living in employer's housing many not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.

9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.

10. Workers may not take unauthorized breaks from work.

11. Workers may not leave the field or other assigned work area without permission of employer or person in charge.

12. Workers may not enter employer's premises without authorization.

13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.

15. Workers may not deliberately restrict production, damage plants or bruise fruit.

16. Any worker who physically threatens another worker, the employer or any supervisor will be subject to immediate discharge.

17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.

18. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.

19. Workers will be discharged if they steal from fellow workers or the employer.

20. Workers will not falsify identification, personnel, medical, production or other work-related records.

21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.

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

23. Workers must not misuse or remove from the farm premises without authorization any employer-owned property.

24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or employer's office.

25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.

26. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

First offense:	oral warning and correction
Second offense:	written warning and unpaid leave for balance of pay
Third offense:	immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

Virginia Employment Commission	Virginia Comision de Empleo
Warsaw Local Office	**La Oficina de Warsaw**
Summary of Employment Conditions Specified on the Job Order	Sumario de las Condiciones de Empleo Que Son Especificadas en el Orden de Trabajo
1. Order Number: 527319	1. Numero de el Orden: 527319
2. Name of Employer:	2. Nombre del Empleador:
Garner's Produce, LLC	Garner's Produce, LLC
3. Location of Employer & Directions:	3. Lugar y Direccion del Empleador:
(See ETA 338)	(Mira el papel ETA 338)
4. Period of Employment:	4. Periodo de Empleo:
From 04/01/2015 to 11/01/2015	Del 04/01/2015 to 11/01/2015
5. Work Schedule: Minimum of 7 hrs per Day, 5 days per week & 5 on Saturday	5. Horario de trabajado: Horas por dia 7 De dias por semana 5 y 5 horas Sabado
6. Work to be performed: Horticultural	6. El trabajo: Horticola
Hourly Wage: $ 10.32 per hour	Sueldo por Hora: $ 10.32 a hora
7. Transportation provided: From labor camp to work site & return: X Yes No	7. Transportacion provista: del encampamento al la huerta y vuelta: X Yes No
8. Housing & Accommodations: 4 Individual 0 Family	8. Vivenda Disponsible para: 4 Individuos 0 familias
9. Meals Provided: No Workers may do their own cooking: Yes	9. Comidas provistas: No Los trabajadores tienen que cocinar sus Comidas: Si
10. Deductions: Type & Amount: Social Security: XXXX Income Taxes: XXXX Transportation None Tools & Equipment: None Crewleader Charges: None	10. Deduccions: Clase & Cantidad Seguro Social XXXX Impuestos sobre ingresos: XXXX Transportacion: Nada Herramientas/maquinaria: Nada Cobrada por el contratista: Nada

11. 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 notifies this job service office of a later starting date by: 3/18/15 In order for you to be eligible for this guarantee, you must contact the job service at: Virginia Employment Commission 14243 History Land Hwy Warsaw, VA 22572 804-333-3675	11. Notas para los trabajadores: Una copia del orden completa esta disponible en la oficina par su inspeccion. El empleador ha garantizado el pago por su primera semana de empleo, a menos que este notifique al servicio de empleos que la fecha de comenzar a trabajar sera astrasda, y que tal notificacion sea a mas a tardar el 3/18/15 Para que ud pueda tener a esta garantia de pago, tendra que ponerse en contacto con: Virginia Comision de Empleo 14243 History Land Hwy Warsaw, VA 22572 804-333-3675
During the period of 3/19/15 to 3/25/15, any job service will assist you in doing this.	Durante el periodo del 3/19/15 al 3/25/15, cualquier oficina del servicio de empleos le asistira.