

Request for Extension of Clearance Order

Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 598076	
4. From: Agriculture & Foreign Labor Program Manager Virginia Employment Commission 2211 Hydraulic Rd Charlottesville, VA 22901	3. Employer Name: Timber Ridge Fruit 5. OES Job Code, Title and Number of Positions Available 45-2092.02 20 positions Farmworker, Fruit	
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) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> 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)

<p>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):</p> <p>TIMBER RIDGE FRUIT FARM, LLC 311 MUSE ROAD GORE, VA 22637</p> <p>a) Federal Employer Identification Number (FEIN) / Numero federal de Identificación del Empleador: 14-1950961</p> <p>b) Telephone Number / Número de Teléfono: 540-858-3207</p> <p>c) Fax Number / Número de Fax: 540-858-2868</p> <p>d) E-mail Address / Dirección de Correo Electrónico: H2AH2B@AOL.COM</p>	<p>Nos 4 through 8 for STATE USE ONLY Numeros 4 a 8 para USO ESTATAL</p>
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:</p> <p>311 MUSE ROAD, GORE, VA 22637 RT 50 WEST, LEFT ONTO RT610, 2 MILES TURN LEFT ONTO HOLLOW RD, THEN TURN RIGHT ONTO MUSE RD, FARM 1/2 MILE ON LEFT. HIGH VIEW, WEST VIRGINIA. TRAVEL 2 1/2 MILES FROM 311 MUSE ROAD TO ORCHARD.</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.02</p> <p>5 Job Order No. / Num. de Orden de Empleo: 598076</p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional: Farm worker, fruit</p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:</p> <p>801 FAIRMONT AVE, WINCHESTER, VA 22601 EXIT 317 OFF I81 TO US11 SOUTH. MERGE LEFT ONTO MARTINSBURG PIKE, TRAVEL 2 3 MILES AND TURN RIGHT ONTO W. COMMERCIAL ST. THEN TURN RIGHT ONTO FAIRMONT AVENUE HOUSING IS 0.1 MILES ON THE LEFT</p> <p>a) Description of Housing / Descripción de la vivienda: BARRACKS STYLE, CONCRETE, CAPACITY 1044</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): 100 Premier Pl. Winchester VA 22602 540 722 3416</p> <p>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</p>
	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 7/10/15</p>
	<p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 10-1-2015</p>
	<p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo From / Desde: 09/03/2015 To / Hasta: 10/30/2015</p>
	<p>10. Number of Workers Requested / Número de Trabajadores Solicitados: 20 workers</p>
	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 44</p> <p>Sunday / Domingo _____ Thursday /Jueves <u>8</u> Monday / Lunes <u>8</u> Friday / Viernes <u>8</u> Tuesday / Martes <u>8</u> Saturday / Sábado <u>4</u> Wednesday / Miércoles <u>8</u></p>
	<p>12. Anticipated range of hours for different seasonal activities. / Rango previsto de horas par alas diferentes actividades de la temporada: HOURS WORKED EACH DAY WILL DEPEND ON CONDITION OF WEATHER AND CROP.</p>
	<p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p>



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.

HOUSING WILL BE CLEAN AND MEET THE APPLICABLE FEDERAL AND STATE HOUSING STANDARDS. WORKERS WILL BE RESPONSIBLE FOR MAINTAINING HOUSING IN A NEAT, CLEAN MANNER. REASONABLE REPAIR COST OF DAMAGE, OTHER THAN THAT CAUSED BY NORMAL WEAR AND TEAR, MAY BE IMPOSED TO WORKER FOUND TO HAVE BEEN RESPONSIBLE FOR DAMAGE TO HOUSING OR FURNISHING. HOUSING AND UTILITIES ARE PROVIDED AT NO COST TO WORKERS WHO ARE UNABLE TO RETURN TO THEIR PLACE OF RESIDENCE THE SAME DAY.

NO TENANCY IN EMPLOYER-PROVIDED HOUSING IS CREATED BY THIS ARRANGEMENT. THE EMPLOYER RETAINS POSSESSION AND CONTROL OF THE HOUSING PREMISES AT ALL TIMES. WORKERS PROVIDED HOUSING UNDER THE TERMS OF THIS CLEARANCE ORDER SHALL VACATE THE HOUSING PROMPTLY UPON TERMINATION OF EMPLOYMENT WITH THE EMPLOYER.

EMPLOYER WILL NOT PROVIDE 3 MEALS PER DAY

✓ EMPLOYER WILL PROVIDE 3 MEALS PER DAY AND CHARGE \$11.86 PER DAY FOR SUCH

IF MEALS ARE NOT PROVIDED THEN THE EMPLOYER WILL FURNISH FREE COOKING FACILITIES SO WORKERS MAY PREPARE THEIR OWN MEALS. FREE TRANSPORTATION WILL BE PROVIDED ONCE A WEEK TO GROCERY STORE SO WORKERS CAN PURCHASE THEIR GROCERIES.

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.

THE APPLICANT HOLDING OFFICE IS TO REFER ALL ABLE, WILLING, AND QUALIFIED APPLICANTS THROUGH THE ORDER HOLDING OFFICE OR THE APPLICANTS CAN CONTACT THE FARM DIRECTLY AT THE ADDRESS OR PHONE NUMBER LISTED IN ITEM 1 ON THE ETA 790, DURING NORMAL BUSINESS HOURS TO APPLY.

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

PRIMARY DUTY WILL BE TO HARVEST FRESH MARKET FRUIT WITHOUT BRUISE OR DEFECT FROM PICKING.
SEE PAGE 7 ITEM 28 FOR MORE DETAILED JOB DESCRIPTION AND REQUIREMENTS.

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

2. Check all requirements that apply:

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

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/SI	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
APPLES - VA	\$ 10.32	\$ 0.74	PER 24X19 CU IN BOX	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal <input checked="" type="checkbox"/>
APPLES - WV	\$ 10.28	\$ 0.74	PER 24X19 CU IN BOX	Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly/ Quincenal
	\$	\$		Meals / Comidas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual <input type="checkbox"/>
							Other/Otro <input type="checkbox"/>

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

WORKERS WILL BE PAID FOR ALL HOURS WORKED AT THE STATE WAGE RATE IN EFFECT AT THE TIME THE WORK IS PERFORMED, REQUIRED AT 20 CRF 655.122 (1) AND 655.120 (a). THE REQUIRED WAGE MAY BE DIFFERENT THAN IT IS AT THE TIME OF FILING THIS JOB ORDER.

19. Transportation Arrangements / Arreglos de Transportación

AFTER THE WORKER HAS COMPLETED 15 DAYS OR 50% OF THE WORK CONTRACT PERIOD, WHICHEVER COMES FIRST, THE EMPLOYER SHALL REIMBURSE THE WORKER FOR COST OF TRANSPORTATION AND SUBSISTENCE FROM THE PLACE FROM WHICH THE WORKER WAS RECRUITED TO WORK FOR THE EMPLOYER. UPON COMPLETEION OF THE WORK CONTRACT, THE EMPLOYER WILL PAY REASONABLE COST OF THE RETURN TRANSPORTATION AND SUBSISTENCE TO THE PLACE FROM WHICH THE WORKER DEPARTED TO WORK FOR THE EMPLOYE, AS REQUIRED IN 20CFR 655.122 (H), 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 COST, 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 DISTANCE INVOLVED, *EXCEPT THAT ANY WORKER PROTECTED PURSANT TO THE FAIR LABOR STANDARDS ACT WILL BE PAID IN COMPLIANCE WITH THE FLSA BEGINING THE FIRST WORKWEEK?. SEE ATTACHMENT PAGE 3.

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

POLICY # WCA 5 580 716 ISSUED BY WESTFIELD INSURANCE COMPANY. SEE PAGE 3 OF ATTACHMENTS

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

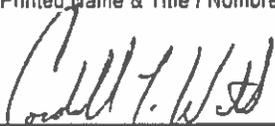
26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

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.

CORDELL L WATT, OWNER

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



Employer's Signature / Firma y Título del Empleador

JUNE 09, 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 número de la sección e incluya archivos adjuntos, si es necesario.

PAGE 3 SECTION 16: JOB DESCRIPTION AND REQUIREMENTS:

PRIMARY DUTY WILL BE TO HARVEST FRESH MARKET FRUIT WITHOUT BRUISE OR DEFECT FROM PICKING. PICK FRUIT FROM TREES AND, WHEN NECESSARY USE A PROVIDED LADDER. THE AVERAGE LENGTH OF A LADDER IS 16FT TO 24FT, THE AVERAGE WEIGHT IS 50LBS. WHEN USING LADDERS THE WORKER WILL PLACE THE LADDER FIRMLY AGAINST OR WITHIN THE TREE IN A SECURE POSITION SO AS NOT TO BREAK LIMBS OR KNOCK OFF FRUIT AND TO PREVENT SLIPPING AND FALLING. FRUIT PICKED MUST BE PLACED IN PICKING BAGS OR BUCKETS, WHICH ATTACH TO THE BODY WITH A SHOULDER HARNESS AND WEIGHS BETWEEN 30-50LBS WHEN FULL. WHEN FILLED WITH FRUIT THE BAGS OR BUCKETS ARE TO BE EMPTIED INTO BINS PLACED ON TRAILERS BY OPENING AT THE BOTTOM OF THE BAG OR BUCKET. WORKERS ARE REQUIRED TO PICK THE ENTIRE TREE OR TO SPOT PICK THE FRUIT, AS DIRECTED. EACH WORKER'S TREES WILL BE PICKED ACCORDING TO INSTRUCTIONS GIVEN EACH DAY BY THE EMPLOYER OR SUPERVISOR.

1 MONTH EXPERIENCE REQUIRED IN DUTIES LISTED.

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 CORDELL L. WATT Date: JUNE 09, 2015

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.

Form ETA 790 and ETA 9142 Attachments

Terms and Conditions/Clarifications and Assurances/Additional Information

JOB ORDER TO BE PLACED IN CONNECTION WITH A FUTURE APPLICATION FOR TEMPORARY CERTIFICATION FOR H-2A WORKERS

A: CLARIFICATION OF ITEMS ON FORM ETA 790 AND ETA 9142

Item 3: Housing

- a. Housing and utilities are provided at no cost to H-2A workers and those workers in corresponding employment who are unable to return to their place of residence the same day.
- b. Housing beds, bedding, and mattresses will be furnished at no cost to the workers.
- c. Housing will be clean and meet the applicable Federal and State housing standard.
- d. Workers will be responsible for maintaining housing and surrounding areas in a neat, clean manner
- e. No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers residing in provided housing under the terms of this Clearance order shall vacate the housing promptly upon termination of employment with the employer.

Item 14: Board Arrangements

Employer (will) / will not provide three meals per day and will deduct \$11.86 per day.

Item 16: Job Specifications

- a. Worker must be able to demonstrate that they are physically able to perform the work as described.
- b. The employer will provide 3 days of training and/or allow 3 days of work for workers to reach productions standards if applicable.
- c. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to:
*For Apple Harvesting 10 bu per hour with no more than 10% bruising.
- d. Employer may terminate worker with timely notification to the NPC and DHS, if the worker:
 - 1) Refuses, without cause, to perform work for which the worker was recruited and hired;
 - 2) Commits serious acts of misconduct;
 - 3) Fails, after completing any training or break-in period, to reach production standards (if applicable); or
 - 4) Abandons job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

Item 17: Wage Rates, Special Pay Information and Deductions

The employer will offer, advertise in its recruitment, and pay a wage that is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal and State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. Employer assures that if a change in the AEW requires an increase will be paid as of the effective date of the increase. Also if the AEW is decreased this will become the wage effective on the date of the decrease.

- a. If piece rate earnings for total hours work at a piece rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum wage rate (AEWR).
- b. The employer guarantees to offer employment for a minimum of $\frac{3}{4}$ (three-fourths guarantee) of the hours in the workdays during the period of the contract, and all extensions thereof. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified on the job order or extensions thereof. In the case of fire, weather, or Act of God terminations (as determined by the Certifying Officer) the $\frac{3}{4}$ guarantee period ends on the date of terminations. The employer must make efforts to transfer the workers to another 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) was recruited or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers;
 - 2) Reimburse worker the full amount deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment;
 - 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 must be computed as set forth in paragraph (h) of 655.122. 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 provided the guarantees in Item 19 (a) below.
- c. Workers will not be required to work more than the number of hours specified in the job order for a workday or on their Sabbath or Federal holidays to meet this guarantee. The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis. Workers who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee if employer provides timely notification to the NPC and DHS.
- d. On or before each payday the employer will provide each worker 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 $\frac{3}{4}$ guarantee as determined in paragraph (i) of the regulation at 20 CFR sec. 655.122 (k), separate from any hours offered over and above the guarantee);
 - 4) The hours actually worked by the employee;
 - 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.
- e. The employer will provide workers referred through the interstate clearance system hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the SWA no later than 10 business days before the date of need. If the employer fails to notify the state Department of Labor, then the employer shall pay an eligible worker referred through the clearance system \$454.08 (number of hours of work x AEWR/prevaling wage/minimum wage) for the first week starting with the originally anticipated date of need. If worker referred fails to notify the State Department of labor of continued interest in the job at least 5 days before date of need, the worker will be disqualified from this assurance.
- f. Employer will maintain adequate payroll records. Workers will be paid weekly on Friday for work through the previous week.

Item 19: Transportation

Employer agrees to reimburse inbound transportation and subsistence expenses (\$11.86 per day minimum to a maximum of \$46.00 per day) to each worker, or any person, government agency, or private organization which, on behalf of the worker, has paid or advanced such transportation and subsistence expenses, from the place from which the worker was recruited to work for the employer, whether in the U.S. or abroad to the place of employment, after the worker has completed 15 days or 50% of the work (whichever comes first) contracted period of employment, from initial date of need or from the day after actual arrival of worker if later than stated date to report.

- a. Employer will provide or pay the cost of return transportation and subsistence to each worker who completes the employment period, or who is terminated for medical reasons, or as the result of fire, weather, or an Act of God (as determined by the Certifying Officer), from place of employment to place of recruitment, except if the worker prefers not to return to his place of recruitment and has subsequent employment with an employer – see item 17 (b) above. Employer will not be responsible for providing return cost of transportation and subsistence from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause and employer provides timely notification to the NPC and DHS.
- b. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. All transportation provided by the employer will be by common carrier or other transportation facilities which conform to the applicable regulation of the Interstate

Commerce Commission or the United States Department of labor. The amount of daily subsistence will be in accordance with current rates published in the Federal Register (for workers with and without receipts).

- c. If requested by the worker, employer will assist in making transportation arrangements.
- d. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

Item 22: Workers' Compensation

The employer assures that Policy # WCA 5 580 716 issued by Westfield Insurance Company, provides the required insurance for injuries arising out of and in the course of employment. Employer proof of insurance coverage will be provided to the Chicago Processing Center before certification is granted.

Item 23: Tools and Equipment

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

B: OTHER CLARIFICATIONS AND ASSURANCES

- 1. The employer agrees to abide by the regulations at 20 CFR 653.501 and CFR 655.135.
- 2. The employer will expeditiously notify the 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.
- 3. Outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.501 (xvi).
- 4. Where appropriate, the employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements. The employer assures that the workers hired under the is order who will be handling pesticides will be provided appropriate training.
- 5. The employer will provide to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker.
- 6. The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he/she has a valid federal FLC certificate or FLCE identification card.
- 7. Employees who are H-2A workers are notified that they are required to leave the U.S. at the end of the period of certified employment, r if separated from employment early, unless the H-2A worker is being sponsored by another employer, for future contract.

Employer Signature:  _____

Cordell L. Watt, Owner

H2a/b
Employer
Labor
Programs

H.E.L.P.

7 Main Street, Goffstown, NH 03045
Phone 603-497-2133 / Fax 603-497-4828
h2ah2b@aol.com

I hereby designate H.E.L.P. (Joseph Young) as my agent and is authorized to represent me for the purposes of labor certification and by virtue of my signature below; I take full responsibility for accuracy of any representations made by my agent. Please address all issues with the attached ETA 790 and attachments with my agent H.E.L.P.

Sincerely



EMPLOYERS SIGNATURE

June 09, 2015
DATE

VIRGINIA EMPLOYMENT COMMISSION

LA COMISION DE EMPLEOS DE VIRGINIA

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

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

- 1. ORDER NUMBER: 598076
- 2. NAME OF EMPLOYER: Timber Ridge Fruit Farm, LLC
- 3. LOCATION OF EMPLOYER AND DIRECTIONS:
311 Muse Road Gore, VA 22637
Rt 50 West. Left onto Rt 610, 2 miles turn left onto Hollow Rd. then turn right onto Muse Rd. Farm is 1/2 mile on left.
High View, West VA : Travel 2.5 miles from 311 Muse Rd to Orchard
- 4. PERIOD OF EMPLOYMENT:
FROM 9/3/2015 to 10/30/2015
- 5. WORK SCHEDULE:
HOURS PER DAY Mon - Fri 8, Sat 4
DAYS PER WEEK 6
- 6. CROP AND PAY:
CROP: apples
HOURLY WAGE: \$10.32 (VA)
\$10.28 (WV)
PIECE RATE: \$.74/box
- 7. WORK TASKS TO BE PERFORMED:
Pick fruit from trees. Climb ladder (16 to 24 ft). Place fruit in picking bags which attach to the body with a shoulder harness and weigh 30-50 lbs when full. Empty fruit into field bins. May be required to pick from entire tree or spot pick. Fresh market fruit picking must be picked carefully to prevent bruising.
- 8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes
- 9. HOUSING CAN ACCOMMODATE 20 PERSONS
20 INDIVIDUAL
0 FAMILY
- 10. MEALS:
PROVIDED: YES
IF YES: COST PER DAY \$11.86
(See item 14 in Job Order)
WORKERS MAY DO THEIR OWN COOKING:
NO

- 1. NUMERO DE LA ORDEN: 598076
- 2. NOMBRE DEL EMPLEADOR: Timber Ridge Fruit Farm LLC
- 3. DIRECCION DEL EMPLEADOR:
311 Muse Road Gore, VA 22637
Sigue la ruta 50 oeste, Doble a la izquierda en rt 610. Despues de 2 millas doble izquierda al Hollow Rd. Derecha en Muse Rd. Manzanar esta media milla a la izquierda.
Manzanar en High View, West Virginia: Queda a 2,5 millas de 311 Muse Rd.
- 4. PERIODO DE EMPLEO:
DEL Sep 3, 2015 al Oct 30, 2015
- 5. HORARIO DE TRABAJO:
HORAS POR DIA Lunes a viernes 8, sabado 4
NUMERO DE DIAS POR SEMANA 6
- 6. COSECHA Y PAGO:
COSECHA manzanas
SUELDO POR HORA \$10.32 (Virginia)
\$10.28 (West Virginia)
PAGA POR UNIDAD: \$.74/caja
- 7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Recolectar fruta de los arboles. Subir una escalera (entre 16 y 24 pies de largo). Coloque las frutas en una bolsa que se lleva por los hombros, pesando entre 30 y 50 libras de lleno. Vaciar las bolsas, llenando cajas en el campo. Puede ser que recolecte todo lo que viene de un árbol o que busque frutas maduras. Las manzanas por consumo fresco necesitan ser recolectadas de manera cuidadosa para prevenir que se arruinen.
- 8. TRANSPORTE PROPORCIONADO: DESDE EL ENCAMPAMENTO HASTA EL SITIO DEL TRABAJO Y LA VUELTA: SI
- 9. VIVIENDA DISPONIBLE PARA 20 PERSONAS:
20 INDIVIDUOS
0 FAMILIAS
- 10. COMIDAS:
PROPORCIONADAS: SI
EN CASO DE SI: EL COSTO POR DIA SERA \$11.86 (Vea Num.14 en la Orden de Trabajo)
LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: NO

11. DEDUCTIONS:

<u>TYPE</u>	<u>AMOUNT</u>
SOCIAL SECURITY	<u>XXXXXX</u>
INCOME TAX	<u>XXXXXX</u>
TRANSPORTATION	<u>NONE</u>
TOOLS & EQUIPMENT	<u>NONE</u>
CREWLEADER CHARGES	<u>NONE</u>

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 8/20/2015.

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

VIRGINIA EMPLOYMENT COMMISSION
100 Premier Place
Winchester, Va 22602

During the period of 8/21/15 to 8/27/15.
Any Job Service office will assist you in doing this.

11. DEDUCCIONES:

<u>CLASE</u>	<u>CANTIDAD</u>
SEGURO SOCIAL	<u>XXXXXX</u>
IMPUESTOS SOBRE INGRESOS	<u>XXXXXX</u>
TRANSPORTE	<u>NINGUNO</u>
HERRAMIENTOS Y EQUIPO	<u>NINGUNO</u>
SUMA COBRADA POR EL CONTRATISTA DE TRABAJO AGRICOLA	<u>NINGUNO</u>

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 Agosto 20-2015.

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 Ago 21-15 al Agosto 27-2015.
Cualquiera oficina del servicio de empleos le asistirá en hacer contacto.

Virginia Employment Commission

Community Services in Frederick County & Winchester City *Servicios comunitarios en el condado de Frederick y la ciudad de Winchester*

HEALTHCARE SERVICES

SERVICIOS DE SALUD

Winchester Medical Center
(Hospital)
1840 Amherst Street
Winchester, VA
540-722-8000

Free Medical Clinic
301 N. Cameron St. # 100
Winchester, VA
540-536-1680

TEMPORARY HOUSING, FOOD, FINANCIAL ASSISTANCE

REFUGIO DE EMERGENCIA, COMIDA, AYUDA FINANCIERA

The Salvation Army
300 Fort Collier Rd.
Winchester, VA
540-667-4777

Winchester Rescue Mission
301 N. Cameron St.
Winchester, VA
540-667-8460

Congregational Community
Action Program (C-CAP)
112 S. Kent St.
Winchester, VA
540-662-4318

Lord Fairfax Area Food Bank
1802 Roberts St
Winchester, VA
540-665-0770

SCHOOL (CHILDREN)

ESCUELA DE NIÑOS

Winchester City Public
Schools
12 N. Washington St.
Winchester, VA
540-955-4253

Frederick County Public
Schools
1415 Amherst St.
Winchester, VA
540-662-3888

LEGAL AID ASISTENCIA LEGAL

Blue Ridge Legal Services
303 S. Loudoun St. Ste. D
Winchester, VA
540-662-5021

Legal Aid Justice Center
6400 Arlington Blvd. #600
Falls Church, VA
703-778-3450

Virginia Department of
Labor Wage & Hour Division
400 N 8th St. #416
Richmond, VA
804-771-2488
1-866-4-USWAGE

GOVERNMENT BENEFITS OFFICE OFICINA DE BENEFICIOS PUBLICOS

Winchester Social Services
24 Baker St
Winchester, VA
540-662-3807

Frederick County Social
Services
107 N. Kent St.
3rd Floor (Tercer piso)
Winchester, VA
540-665-5688

EMPLOYMENT AND TRAINING ASSISTANCE AYUDA EN BUSCAR EMPLEO

Virginia Employment
Commission
100 Premier Place
Winchester, VA
540-722-3415

Valley Workforce Center
411 N. Cameron St.
Winchester, VA
540-545-4146

ENGLISH AND COMPUTER CLASSES, GED PREPARATION CLASES DE INGLES Y COMPUTACION, PREPARACION POR EL EXAMEN DE GED

Literacy Volunteers
Winchester Area
301 N. Cameron St.
Winchester, VA
540-536-1648

Northern Shenandoah Valley
Adult Education
1-800-435-5945
540-869-0748