VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 1/13/2010

Florida	X	North Carolina	X	Kentucky		Pennsylvania	
Texas		South Carolina	X	West Va.		Maryland	
Georgia	X	Puerto Rico	X	Delaware		Other	

FROM: Rural Services Manager
Virginia Employment Commission
P. O. Box 1358
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. 150735

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 1/13/2010 for 10 (No. of Openings), Nursery Workers (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

(signature)

* *

DATE

The above request has been reviewed and action taken as indicated below:

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)

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

U.S. Department of Labor
Employment and Training Administration

O.M.B. Approval No. 1205-0134, Expires 08/31/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)
Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)
Abernethy & Spencer Greenhouses LLC (540) 338-9116
18035 Lincoln Road, Purcellville, VA 20132

Industry Code / Código de Industria: 111421
Job Order # / No. Orden de Empleo: VA150735
Occupational Title and Code / Título Ocupacional y Código: NURSERY WORKER 45-2092.01
Clearance Order Issue Date / Fecha de Tramite: 1-13-10
Job Order Expiration Date / Fecha de expiración: 4-1-10

2. Location and Direction to Work Site / Dirección del lugar de trabajo
18035 Lincoln Rd, Purcellville, VA 20132 From Leesburg, VA-7 West to State Hwy 287, exit Purcellville keep left at fork, left at Berlin Turnpike/VA 287, right at E. Main ST/VA-7, left at 10th S/S Maple Ave/VA-722, cont. to job site location on the right.

6. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 3/1/2010 To / Hasta 12/1/2010

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

3. Location and Description of Housing / Dirección y Descripción de la vivienda
18035 Lincoln Rd, Purcellville, VA 20132
Residential Dormitory with Kitchen and bathroom.

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

Sunday / Domingo	0	Wednesday / Miercoles	8
Monday / Lunes	8	Thursday / Jueves	8
Tuesday / Martes	8	Friday / Viernes	8
		Saturday / Sabado	0

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:
Employer / El Empleador: Yes ☐ No ☑
Local Office/Oficina Local: Yes ☐ No ☑

4. Board Arrangements / Arreglo de Alojamiento
House

5. Referral Instructions / Instrucciones para el Referimiento de Candidatos
David Lohmann 540-454-6403 Interviews will be conducted by appointment.

10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be included inside this box)
Prepare trees/shrubs for digging; dig, wrap burlap, etc around root balls; lift, carry, load/unload nursery stock & supplies; prepare fields for planting; plant seedlings; straighten, tie, prune & shear trees/shrubs;

10 a. Descripción del Trabajo / Job Specifications (Summary of Material Job Specifications in SPANISH must be included inside this box)
Prepare árboles/arbustos para cavar, excavación, envuelve arpillera, etc alrededor de pelotas de raíz; levanta, lleva, carga/descarga existencias y artículos del vivero; prepare campos para plantar; planta plantones; ponga derecho, atar, podar & cortar con tijeras árboles/arbustos

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (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 / Deducciónes	YES SI	NO	Pay Period Periodo de Pago
Greenhouses/Field Worker	$ 8.08	$ N/A	N/A	Social	☑	☐	Weekly / Semanal ✓
	$	$		Federal Tax Impuestos Federales	☑	☐	
	$	$		State Tax Impuestos Estatales	☑	☐	Bi-weekly / cada 2 sem.
	$	$		Meals (comidas)	☐	☑	
	$	$		Other (specify)/ Otro	☐	☑	Other / Otro

More Details About thePay/Más Detalles Sobre el Pago
N/A

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
Transportation Provided

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en esta/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si ☐ No ☑ If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agricola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes ☐ No ☑
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes ☑ No ☐
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☑ No ☐

17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")
None

18. 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 todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")
None

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) 100 PREMIER PLACE
WINCHESTER, VA 22602 540 722-3415

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya numero de teléfono)
MAC MUNOZ 540 722-3415

21. 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 de trabajo y contiene todos los materiales, terminos, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Título del Empleador Abernethy & Spencer Greenhouses, LLC
By: David Lohmann, Manager

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 ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y

ETA 790 (Rev. July 2004)

C-10004-21776

JAN-05-2010 08:02 From:USDOL OFLC 3128861688 To:8047862340 P.12/24

trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleo; constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requirements are mandatory by 20 CFR §653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

JAN-05-2010 08:02 From:USDOL OPLC 3128861688 To:8047862340 P.13/24

ETA Form 790 Attachment

Item 2 – Location and Directions of Work Site

Location: 18035 Lincoln Road, Purcellville, VA 20132

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

Item 3- Location and Description of Housing

Location: 18035 Lincoln Road, Purcellville, VA 20132

Description: Residential Dormitory with kitchen and bathroom.

Available housing is for: Single Workers

Description: Housing will be clean and in compliance with OSHA Housing Standards at 29 CFR 1910.142 when occupied. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement. Housing and utilities are provided at no cost to the workers who are unable to return to their place of residence the same day.

Item 4- Board Arrangements

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

Item 5- Referral Instructions

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

Interviews either in person or by telephone will be conducted by the employer during the hours of 8am and 5pm, Monday through Friday. Employer is to be contacted at the following address and phone number:

Abernethy & Spencer Greenhouses LLC
18035 Lincoln Road
Purcellville, VA 20132

Contact: David Lohmann 540-454-6403
Order Holding Office: 100 Premier Place
Winchester, VA 22602
540-722-3415
Mac Munoz 540-535-2862

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

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

Item 8- Anticipated Hours of Work per Week

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

Item 10- Job Specifications

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

Item 10a- Job Specifications in Spanish

Prepare árboles/arbustos para cavar; excavación, envuelve arpillera, etc alrededor de pelotas de raíz; levanta, lleva, carga/descarga existencias y articulos del vivero; prepare campos para plantar; planta plantones; ponga derecho, atar, podar & cortar con tijeras árboles/arbustos

Item 11- Wage Rates, Special Pay Information and Deductions

- The wage rate of $8 06 or a higher prevailing wage rate if applicable is guaranteed as a minimum. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed rate, the worker will be provided make-up pay to the guaranteed minimum rate.
- Employer will make the following deductions:

_X_FICA _X_State Taxes _X_Federal Taxes ____Advances ____Meals ____Other

-Employer guarantees to offer employment for a minimum of ¾ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first workday 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 (i.e. frost, flood, drought, hail, etc...), the ¾ guarantee period

ends on the date of termination. Worker is not required to work more than 8 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal Holidays to meet the guarantee period.

- Employer will offer a total of $322.40 as the starting wage for the first week.

- Payroll periods will be weekly.

Item 12- Transportation Arrangements

After worker has completed 50% of work contract period, employer shall reimburse worker for cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (**travel reimbursement subsistence will be the minimum amount of $9.90 without receipts per 24-hour period of travel and the maximum amount will be $39.00 per day with receipts**) from the place of employment to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such costs, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distances involved. These arrangements apply only to workers for whom the employer is legally obligated to supply housing.

Free transportation will be provided from the housing location to the work site and return each day.

Other Conditions of Employment

- ***Termination:*** Employer may terminate the worker with notification to the Employment Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired; b) commits serious acts of misconduct.
In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or 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 recruitment and reimburse worker for reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

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

-***Injuries:*** Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted.

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

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

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

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

-***Wage Statements:*** Employer will furnish to the worker on or before each pay day written statements showing the hours actually worked by the worker and the worker's total earnings for the pay period. Such statements will comply with DOL requirements.

-***Other:*** Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.

Abernethy & Spencer Greenhouses, LLC

by: _____
Signature

David Lohmann, Manager
_____
Title

H-2A ASSURANCES
(20 CFR 655.103)

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

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

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

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

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

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

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

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

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

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

E) 30-day Rule: The employer shall provide employment to any qualified, eligible U.S. worker who applies to the employer until 30 days after the first date the employer requires the services of the H-2A worker, or on the last day the employer requires the services of the H-2A workers in the applicable area of intended employment, whichever is sooner. In addition, the employer shall offer to provide housing and other benefits, wages, and working conditions required by the H-2A regulations to any U.S. worker referred or transferred pursuant to this assurance.

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

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

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

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

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

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

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

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

Abernethy & Spencer Greenhouses, LLC

by: _____ 12-9-09

Employer's Signature / Title — Date

David Lohmann, Manager

CLEARANCE ORDER ASSURANCES
(20 CFR 653.501)

By filing an interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employer's Clearance Order with a full week of employment for the week beginning with the date of need stated in the Clearance Order, unless the employer amends such date of need at least 10 working days prior, by so notifying the appropriate ES office. The employer will pay the workers recruited through this Clearance Order the rate specified in the Clearance Order for the first week starting with the original date of need. The employer retains the option, however, of requiring the worker to perform the alternative work specified in the Clearance Order, if the guarantee in this section is invoked.
2. In the event that the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.
3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.
4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.
5. The employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employee (FLCE) on the order, has a valid FLC certificate or FLCE identification card.
6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, as provided in item 14 of the Clearance Order, who are unable to return to their residence on the same day.
7. Employment Service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.
8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.

Abernethy & Spencer Greenhouses, LLC

by: _____ 12-9-09

Employer's Signature / Title — Date

David Lohmann, Manager

ASSURANCE OF WORKERS' COMPENSATION INSURANCE

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

ASSURANCE OF RENEWAL OF WORKERS' COMPENSATION COVERAGE DURING WORK CONTRACT

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

Abernethy & Spencer Greenhouses, LLC

by: _____ 12-9-09

Employer's Signature / Title — Date

David Lohmann, Manager

REQUEST FOR CONDITIONAL ACCESS INTO INTERSTATE CLEARANCE SYSTEM

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

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

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

Abernethy & Spencer Greenhouses, LLC

by: _____ 12-9-09

Employer's Signature / Title — Date

David Lohmann, Manager

ESTIMATION OF WORKERS REQUESTED

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be 26, of which 10 will be H-2A workers for which certification is requested and the balance of US workers. These numbers are estimates only as total workforce needs are dependent upon weather crop conditions and worker availability.

EMPLOYER'S FINAL ASSURANCES

I, David Lohmann, Manager of Abernethy & Spencer Greenhouses, LLC, hereby agree to abide by the Regulations set forth by the 20 CFR 655.103 and 20 CFR 653.501 Assurances.

Abernethy & Spencer Greenhouses, LLC

by: _____ 12-9-09

Employer's Signature / Title — Date

David Lohmann, Manager

Virginia Employment Commission
Community Services for Frederick and Clarke Counties

Maintains Health Clinic at the Frederick County Fruit Growers Labor Camp, 801 Fairmont Ave. Winchester, Virginia.

Shenandoah Valley Medical Sys
P.O. Box 3236
Martinsburg, WV 25401
540 722-2369

Administers Programs in the Prevention of Tuberculosis & Venereal Disease. Medical Services & Advice for Expectant Mothers and Newborns.

Winchester/Frederick County
Health Department
150 Commercial Street
Winchester, VA 22601
540 722-3470

Clarke County
Department of Health
21 S. Church Street
Berryville, VA 22611
540 955-1033

Available For a Full Range of Medical Services

Winchester Medical Center
1840 Amherst Street
Winchester, VA 22601
540 722-8000

Provides Medical Assistance

Free Clinic
E. Cork Street
Winchester, VA 22601
540 662-4067

Provides Day Care Assistance

U. S. Department of Labor
Winchester Migrant Head Start
100 Pegasus Court, Suite 102
Winchester, VA 22602
540 662-4357

These Agencies May Provide Meals/Overnight Lodging & Other Emergency Assistance.

Salvation Army
300 Fort Collier Road
Winchester, VA 22602
540 667-4777

Winchester Rescue Mission
301 N. Cameron Street
Winchester, VA 22601
540 667-8460

C-CAP
415 N. Cameron Street
Winchester, VA 22601
540 662-4318

Provides Food Pantry Housing Assistance and Other Emergency Services

May Provide Legal Assistance to Worker

The VA Justice Center
for Farm & Immigrant Workers
Charlottesville, VA 22902
800 763-7323

Provides Services to Qualifying Persons & Refers to Support Svcs

Winchester Dept Social Services
33 E. Boscawen Street
Winchester, VA 22601
540 662-3807

Northern Shenandoah Valley
Immigrant Resource Center
300 Fort Collier Road
Winchester, VA 22603
540 476-0635

Clarke County Social Services
32 E. Main Street
Berryville, VA 22611
540 955-3700

Area Education Departments

Migrant Education
100 Cedarmeade Avenue
Winchester, VA 22601
540 662-7656

Frederick County Schools
1415 Amherst Street
Winchester, VA 22601
540 662-3888

Clarke County Public Schools
309 W. Main Street
Berryville, VA 22611
540 955-6102

Winchester Public Schools
12 N. Washington Street
Winchester, VA 22601
540 667-4253

These Agencies Also Provide Assistance to Workers

United States Dept of Justice
Immigration & Naturalization
Arlington, VA 22203
202 307-1504 or 202 307-1626

VA Department of Labor
P.O. Box 77
Verona, VA 24482
540 248-9280

Social Services Administration
12 Ricketts Drive
Winchester, VA 22601
540 667-1512 or 800 722-1213

VA Department of Labor
Wage & Hour Division
201 Lee Highway
Verona, VA 24482
540-248-9280