

1. To: Puerto Rico North Carolina Florida	2. Job Order Number: <p style="text-align: center;">854057</p> 3. Employer Name: <p style="text-align: center;">Fred L. Glazier</p>
---	---

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 <p style="text-align: center;">45-2092.02 40 positions</p> <p style="text-align: center;">Farmworker, Fruit</p>
---	--

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: December 31, 2018

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>Fred L. Glaze, LC Mailing Address: P.O. Box 2077 Winchester VA 22604 Physical Address: 112 E. Piccadilly St. Winchester VA 22601</p> <p>a) Federal Employer Identification Number (FEIN) / Numero federal de Identificación del Empleador 54-0473343</p> <p>b) Telephone Number / Numero de Teléfono. 540-662-6251</p> <p>c) Fax Number / Número de Fax 540-667-3484</p> <p>d) E-mail Address / Dirección de Correo Electrónico: phil@glazeapples.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de Trabajo</p> <p>980 Indian Hollow Road Winchester, VA 22603</p> <p>The employer attests that all work locations are controlled by the employer stated above and it is not an H-2A Labor Contractor</p> <p>See "Attachment 2 to ETA 790" Item 2</p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2092.02 a SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworker, fruit</p> <p>5. Job Order No. / Num. de Orden de Empleo: 854057</p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda</p> <p>1) 1116 Maple Rd Winchester VA 22603 2) 801 Fairmont Ave Winchester VA 22601 3) 192 Carnage Lane Stephens City VA 22655</p> <p>a) Description of Housing / Descripción de la vivienda. 1) House/Dormitory, frame, capacity 23 2) Barracks style, concrete, capacity 898 3) House/Dormitory, frame, capacity 23</p> <p>See "Attachment 1 to ETA 790" Item 3</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): 21 S. Kent St. Ste 301 (540) 722-3415 Winchester VA 22601 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: 7/11/2016</p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo. 9-28-2016</p> <p>9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde 9/01/2016 To / Hasta 10/28/2016</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados 40 workers</p> <p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 39 Sunday / Domingo 0 Thursday / Jueves 7 Monday / Lunes 7 Friday / Viernes 7 Tuesday / Martes 7 Saturday / Sábado 4 Wednesday / Miércoles 7</p> <p>12. Anticipated range of hours for different seasonal activities / Rango previsto de horas para las 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: 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.

Fred L. Glaize, L.C. will provide three daily meals for the duration of the employment period (for workers for whom housing must be provided), in accordance with 20 CFR 655.122(g). Daily subsistence will be computed as set forth in 20 CFR 655.122(h), currently \$12.09 per day. 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 the grocery store so workers can purchase their own 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 actual employment offer is at the sole discretion of the employer. +Referrals will be accepted from the State Workforce Agencies (SWAs), directly from applicants, walk-ins, gate hires, and from other sources. SWA's should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. Workers must meet all of the following criteria:

1. Are available and indicate willingness to work the entire season.
2. Have transportation to job site at start of season for non-local workers and daily for local workers.
3. Have been full apprised by the local employment office of the terms, conditions, and nature of employment.
4. Are legally entitled to work in the U.S.
5. Are able, willing and qualified to perform the work.

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to U.S. Law. Employer will abide by the requirements and assurances of 20 CFR 653.501 in the processing and/or hiring of individuals through the clearance system.

Fred L. Glaize, LC will abide by the requirements and assurance of 20 CFR 653.501 in the processing and/or hiring of individuals referred through the clearance system. Referrals of individuals shall be made through the order holding office of the Virginia Employment Commission - Winchester 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 referring SWA office to inform job seekers of the terms and conditions of this clearance order. The referring SWA office after coordinating the referral with the order holding office will contact the employer directly and advise the employer of the referral or referrals. When possible, SWA offices should furnish translator services if necessary. Interviews, either in person or by telephone, will be conducted by the employer during the hours of 9:00 AM to 3:30 PM, Monday thru Friday.

Employer- Fred L. Glaize, LC

Contact - Philip B. Glaize, Jr.

Address - 112 E Piccadilly Street, Winchester, VA 22601

Phone - 540 662-6251 Fax - 540 667-3464

Applicants will be interviewed by telephone at the time of referral or as soon thereafter as possible. It is requested that the employer be advised in advance and a time scheduled for the interview.

A hiring decision will be communicated directly to the applicant at the telephone number, address, email address or other contact information in the event that such a decision cannot be rendered at time of interview. The applicant should be advised to stay in touch with the referring SWA office in any case.

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

Fred L. Glaize, LC will abide by the assurance set forth in 20 CFR 655.135 including but not limited to specific regulations regarding hiring practices, positive recruitment, compliance with all applicable Federal, State, and local laws, and all specific obligations set forth in subpart (a) through (i) for all workers who apply and/or are hired to perform the specific work described in this clearance order.

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 "Attachment 1 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 así, número de meses de experiencia: 1 month

This job requires a minimum of one month of prior verifiable experience manually harvesting tree fruit.

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 checked="" type="checkbox"/> Drug Screen / Detección de Drogas |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará | <input 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 <u>50</u> 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 | |

Because the work qualifies as exempt under 29 USC 213 (b)(6), overtime rates are not applicable unless required by state law.

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 / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Apples - VA	\$ 10.72	\$.77 Per 2419 cu. in. box		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
See *Attachment 1 to ETA 790* Item 17							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 20 CRF 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 the cost of transportation and subsistence from the place from which the worker was recruited to work for the employer. Upon completion 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 employer, as required in 20 CFR 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 pursuant to the fair labor standards act will be paid in compliance with the FLSA beginning in the first week

King
7/11/2016

See *Attachement 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 *KJS 7/11/2016*

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.

Philip B Glaze, Jr, Member

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


Employer's Signature / Firma y Título del Empleador

June 29, 2016

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.

See "Attachment 1 to ETA 790" for continuation of Item 2, Item 3, Item 15, Item 17, Item 19.

Workers Compensation Insurance
Carrier: American Interstate Insurance Co.
Policy: AWWCVA2502932016

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 11 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 Fred L. Glaize, L.C. Date: June 29, 2016

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 ATTACHMENT 1
FRED L. GLAIZE, L.C.

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

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 and 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.
- 1) Baker Camp – 1116 Marple Rd, Winchester, VA 22603 – Directions: Rt 522N, Left on Indian Hollow Rd, 1.4 miles turn right on Marple Rd. Housing is on the corner of Marple and Indian Hollow Road.
 - 2) Frederick County Fruit Growers Association – 801 Fairmont Avenue, Winchester, VA 22601 – Directions: Exit 317 on I-81. Go US 11-VA37 Winchester. Follow Rt 37S to US RT 522 S towards Winchester 1.74 miles. Turn right onto Fairmont Avenue.
 - 3) Brent Camp – 192 Carriage Lane, Stephens City, VA 22655 – Directions: Exit 307 on I-81 to VA-277W Fairfax Street. Follow VA-277W 7.7 miles to Marlboro Road . Follow Marlboro Road 5.2 miles to Carriage Lane.

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 production standards if applicable.
- c. Production Standards (if applicable): After completion of training or break-in period,

change to 12
K 7/11/16
employer will expect worker to pick ~~14~~ boxes 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 standard (if applicable); or
 4. Abandons job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.
- e. The following rules are intended to provide standards of conduct expected of workers employed under this contract. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three days will be imposed. Workers are expected to comply with ALL rules related to discipline, attendance, work quality or quantity and the care or maintenance of all property.
1. Workers who perform fraudulent or sloppy work will be suspended without pay for the remainder of the workday or up to three days based on the supervisor's consideration of the degree of infraction, the worker's prior record, and other relevant factors. Subsequent offenses may result in termination or discharge.
 2. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used or kept on the employer's premises. Random drug testing may be conducted by the employer; employees must be willing to submit to a random drug test(s).
 3. Excessive absences or tardiness will not be permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period without the employer's consent.
 4. Workers are expected to maintain cleanliness of their living quarters and shall promptly report problems to the employer. Workers shall cooperate with other workers assigned to the same housing in maintaining cleanliness of kitchen, dining, bathroom and living areas.
 5. Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
 6. Workers living in employer-provided housing that are assigned bunk beds may not separate or move bunk beds.
 7. Workers may not repeatedly drop paper, cans, bottles, or other trash in fields, packinghouses, or housing areas. Trash and waste receptacles must be used.

8. With the exception of the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.
9. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.
10. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
11. Workers may not abuse or extend break periods which may be provided or take unauthorized breaks from work.
12. Workers may not deliberately restrict production.
13. Workers may not engage in horseplay, scuffling, throwing things, wasting time or loitering during work hours. A worker may be discharged for fighting on the employer's premises at any time.
14. Workers may not post or remove any notices, signs or other instructions on the employer's property.
15. Worker may be discharged if they steal from fellow workers or from the employer.
16. Workers may not falsify personal, medical, production or other work-related records.
17. Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or other employees.
18. ~~After the first full day of employment,~~ workers are to keep up with fellow workers and not detrimentally affect other workers' productivity.
19. Workers may not commit acts of insubordination.
20. Workers may not interrupt other workers' rest/sleep periods by excessive or unnecessary noise or commotion.
21. Workers may not have guests in employer-provided housing past 10:00 pm on Sunday through Friday or on Saturday past 12:00 am. Workers and/or their guest may not engage in indecent, immoral or illegal conduct at any time on the employer's premises.
22. Repeated failure to follow instructions, obey safety requirements, equipment and vehicle operation instructions may result in termination.
23. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to harvesting or packing standards, or rough handling of produce may be terminated.
24. No firearms or other weapons may be brought onto the employer's premises AT ANY TIME.
25. The use of cellular telephones is not permitted during work hours, unless in cases of special circumstances where use must first be approved in writing by a farm manager.

After the
3 day Training
period →

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 hour rate, the worker will receive make-up pay to the guaranteed minimum wage rate (AEW).
- 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 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 of 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 or 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 \$418.08 (number of hours of work x AEW/prevailing 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.
- g. All deductions will be made in accordance with FLSA regulations. Advances and/or loans made to workers, if any, may be repaid by pre-authorized payroll deductions. The employer does not envision other uniform workforce-wide payroll deductions. The reasonable cost of damages and/or replacement tools or equipment shall be charged to worker(s) if such repair or replacement is found to have been the result of willful neglect or gross negligence on the part of the worker. Reasonable repair costs of damage to housing other than that caused by normal wear and tear will be charged to workers found to have been responsible for such damage to housing.

Item 19: Transportation

Employer agrees to reimburse inbound transportation and subsistence expenses (12.09 per day minimum to a maximum of \$51.00 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 #AVWCVA2502932016 issued by American Interstate 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 a certification is granted.

Item 23: Tool's 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 this 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 a 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, or if separated from employment early, unless the H-2A worker is being sponsored by another employer, for future contract.

Employer Signature: Philip B. Glaize, Jr.
Philip B. Glaize, Jr., Member

"Attachment 2 to ETA Form 790"

Item 2

Fred L. Glaize, LC

Jobsites for H-2A Pickers

<u>NAME/DESCRIPTION</u>	<u>ADDRESS</u>	<u>DIRECTIONS FROM INTERSTATE</u>
Brent Orchard	400 Clark Road, Stephens City, VA 22655	Exit 307 from I-81, west on VA-277, Continue to Fairfax St which becomes Marlboro Rd. Left on Middle Rd and slight left on Clark Road.
Cover Orchard	1641 Hites Road, Middletown, VA 22645	Exit 307 from I-81, west on Reliance Rd, right on US-11N First left on Coughill Rd, Right on Hites Road.
Millhouser Orchard	9530 Middle Road, Strasburg, VA 22657	Exit 307 from I-81, west on VA-277, Continue to Fairfax Street which becomes Marlboro Rd., left on Middle Rd.
Hite Orchard	1225 Minebank Rd, Middletown, VA 22645	Exit 307 from I-81, west on VA-277, Continue to Fairfax Street which becomes Marlboro Rd, left on Middle Rd, Left on Cedar Creek Grade, right on Minebank.
Old Home Orchard	981 Indian Hollow Road, Winchester, VA 22603	Exit 317 toward US-522N, turn on US-115, right to Continue on VA 37-S, Exit US-522N, turn left on Indian Hollow Road.
Bond Orchard	871 Apple Pie Ridge Rd, Winchester, VA 22603	Exit 317 toward US-522N, turn on US-115, right to continue on VA 37-S, Exit US 522N, turn right on Apple Pie Ridge Road.

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: 854057
2. NAME OF EMPLOYER: Fred L. Glaize, L.C.
3. LOCATION OF EMPLOYER AND DIRECTIONS:
112 E. Picadilly Street Winchester VA 22601 (office)
980 Indian Hollow Road Winchester VA 22603 (worksite)
Route 522 N, Left on Indian Hollow Road, 1.6 miles to farm on the right
4. PERIOD OF EMPLOYMENT:
FROM 9/1/2016 to 10/26/2016
5. WORK SCHEDULE:
HOURS PER DAY Mon – Fri 7, Sat 4
DAYS PER WEEK 6
6. CROP AND PAY:
CROP: apples
HOURLY WAGE: \$10.72
PIECE RATE: \$.77 per 2,419 cu. in. box
7. WORK TASKS TO BE PERFORMED:
Primary duty will be to harvest fresh market fruit without bruise or defect from picking.
8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes
9. HOUSING CAN ACCOMMODATE 40 PERSONS
40 INDIVIDUAL
0 FAMILY
10. MEALS:
PROVIDED: YES

IF YES: COST PER DAY \$12.09
(See item 14 in Job Order)

WORKERS MAY DO THEIR OWN COOKING:
NO
11. DEDUCTIONS:

TYPE AMOUNT
SOCIAL SECURITY XXXXXX
INCOME TAX XXXXXX

1. NUMERO DE LA ORDEN: 854057
2. NOMBRE DEL EMPLEADOR: Fred L. Glaize, L.C.
3. DIRECCION DEL EMPLEADOR:
112 E. Picadilly Street Winchester VA 22601 (oficina)
980 Indian Hollow Road Winchester VA 22603 (sitio de trabajo) De la ruta 522 N, doble a la izquierda en Indian Hollow Rd, despues de 1.6 millas el huerto esta a la mano derecha
4. PERIODO DE EMPLEO:
DEL Sep 1 2016 al Oct 26, 2016
5. HORARIO DE TRABAJO:
HORAS POR DIA Lunes a viernes 7, sábado 4
NUMERO DE DIAS POR SEMANA 6
6. COSECHA Y PAGO:
COSECHA manzanas
SUELDO POR HORA \$10.72
PAGA POR UNIDAD: \$.77 / caja de 2,419 pulgadas cubicas
7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Recolectar fruta de los arboles por el 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 40 PERSONAS:
40 INDIVIDUOS
0 FAMILIAS
10. COMIDAS:
PROPORCIONADAS: SI

EN CASO DE SI: EL COSTO POR DIA SERA \$12.09 (Vca Num.14 en la Orden de Trabajo)
- LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: NO
11. DEDUCCIONES:

CLASE CANTIDAD
SEGURO SOCIAL XXXXXX
IMPUESTOS SOBRE INGRESOS XXXXXX

TRANSPORTATION NONE

TOOLS & EQUIPMENT NONE

CREWLEADER CHARGES NONE

TRANSPORTE NINGUNO

HERRAMIENTOS Y EQUIPO NINGUNO

SUMA COBRADA POR EL
CONTRATISTA DE TRABAJO
AGRICOLA NINGUNO

12. NOTES TO WORKERS:

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

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by 8/18/2016.

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 8/19/16 to 8/25/16,
Any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR:

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

El pago por la primera semana de empleo es garantizado a menos que el empleador notifique al Servicio de Empleos de que la fecha de comienzo será atrasada, y que tal notificación sea antes de la fecha Agosto 18-2016.

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 19-16 al Agosto 25-2016.
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 NINOS***

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 ADVICE ***ASISTENCIA LEGAL***

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

Central Virginia Legal Aid
100 Preston Avenue Suit B
Charlottesville, VA 22903
434-296-8851 or
800-390-9982

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