

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 2/26/2009

Florida <u>X</u>	North Carolina <u>X</u>	Kentucky <u>X</u>	Pennsylvania <u>X</u>
Texas <u>X</u>	South Carolina <u>X</u>	West Va. <u>X</u>	Maryland <u>X</u>
Georgia <u>X</u>	Puerto Rico <u>X</u>	Delaware <u>X</u>	Other <u>Alabama</u>

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

SUBJECT: Request for Extension of Clearance Order No. 125633

Extension is requested for the 1 cop(ies) of the order which is/are attached,  
dated 2/26/2009 for 4, Farmworker 45-2092-02  
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

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

Michael Abraham  
(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

<p>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)          Garner's Produce; Edward Garner; 507 Piney Grove Road, Warsaw, VA 22572 (804)761-2412</p>	<p>Industry Code / Código de Industria: 0181          Job Order # / No. Orden de Empleo: 125633</p> <p>Occupational Title and Code / Título Ocupacional y Código:          farmworker 45-202-02</p> <p>Clearance Order Issue Date / Fecha de Tramite: 2/26/09          Job Order Expiration Date / Fecha de expiración: 5/1/09</p>																																																	
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo          Location: 507 Piney Grove Road, Warsaw, VA 22575          Richmond &amp; Westmoreland Counties; within 5 miles of worksite at Farmer's Fork, Templeman X roads, &amp; Red Oak in Warsaw, VA</p>	<p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo          From/ Desde: 04/01/09 To / Hasta 11/02/09</p>																																																	
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda          (see attachment / para más detalles vea 8)          Single wide mobile home located at 22645 Kings Hwy, Warsaw, VA 22572. House is heated by kerosene &amp; space for 4 persons.. Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Has complete furnishings with appliances. Worker will be responsible for maintaining housing in a neat &amp; clean manner. Reasonable repair cost of damage, other than that caused by normal wear &amp; tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings. Housing &amp; utilities are provided at no cost to workers who are unable to return to their place of residence the same day. See Attachment 1, Item 3 &amp; Attachment 2          (see attachment / para más detalles vea )</p>	<p>7. No. of Worker's Requested / No. de Trabajadores Pedidos: 4</p> <p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2"></td> <td style="text-align: right;">Total:</td> <td style="text-align: right;">40</td> </tr> <tr> <td>Sunday / Domingo</td> <td></td> <td>Wednesday / Miércoles</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Monday / Lunes</td> <td style="text-align: right;">7</td> <td>Thursday / Jueves</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Tuesday / Martes</td> <td style="text-align: right;">7</td> <td>Friday / Viernes</td> <td style="text-align: right;">7</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td style="text-align: right;">5</td> </tr> </table> <p>9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar.          Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>          Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>			Total:	40	Sunday / Domingo		Wednesday / Miércoles	7	Monday / Lunes	7	Thursday / Jueves	7	Tuesday / Martes	7	Friday / Viernes	7			Saturday / Sábado	5																													
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<p>4. Board Arrangements / Arreglo de Alojamiento          Workers will purchase ingredients and prepare own meals. Employer will furnish free &amp; convenient cooking &amp; kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, &amp; serving utensils at no cost to the workers. Employer will provide transportation to assure worker access to stores where one can purchase groceries if the employer is providing cooking &amp; kitchen facilities.          (see attachment / para más detalles vea )</p>	<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos          The referral under this job order is to be made to the local office of the Virginia Employment Commission. The address of that office is Virginia Employment Commission Workforce Center; PO Box 67, 14243 History Land Hwy, Warsaw, VA 22572 Telephone (804) 333-3675. See Attachment 1, Item 5          (see attachment / para más detalles vea )</p>																																																	
<p>10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]          To perform various duties associated with the production of all vegetable crops in the job order. Workers will perform work according to supervisor's instructions. (continued - See Attachment 1 Item 10)          (see attachment / para más detalles vea )</p> <p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]          Para realizar varios deberes asociados con la producción de todas cosechas vegetales en la orden de trabajo. Los trabajadores realizarán el trabajo según las instrucciones de supervisor.          (see attachment / para más detalles vea )</p>																																																		
<p>11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Crop Activities / Cultivos</th> <th rowspan="2">Hourly Wage Salario por Hora</th> <th rowspan="2">Piece Rate / Unit(s) Pago por Pieza / Unidad(es)</th> <th>Special Pay (bonus, etc.)</th> <th rowspan="2">Deductions / Deducciones</th> <th rowspan="2">YES SI</th> <th rowspan="2">NO</th> <th rowspan="2">Pay Period Periodo de Pago</th> </tr> <tr> <th>Pagos Especiales (Bono, ect.)</th> </tr> </thead> <tbody> <tr> <td>Farm Worker</td> <td>\$ 6.39</td> <td>\$ NA</td> <td>NA</td> <td>Social</td> <td>X</td> <td></td> <td>Weekly / Semanal</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Federal Tax Impuestos Federales</td> <td>X</td> <td></td> <td style="text-align: right;">X</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>State Tax Impuestos Estatales</td> <td>X</td> <td></td> <td>Bi-weekly / cada 2 sem.</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Meals (comidas)</td> <td></td> <td>X</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Other (specify) / Otro</td> <td></td> <td>X</td> <td>Other / Otro</td> </tr> </tbody> </table> <p>More Details About the Pay/Más Detalles Sobre el Pago          * Applicable as conveyed from the Chicago National Processing Center See Attachment 1 Item 11          (see attachment / para más detalles vea )</p>		Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago	Pagos Especiales (Bono, ect.)	Farm Worker	\$ 6.39	\$ NA	NA	Social	X		Weekly / Semanal		\$	\$		Federal Tax Impuestos Federales	X		X		\$	\$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem.		\$	\$		Meals (comidas)		X			\$	\$		Other (specify) / Otro		X	Other / Otro
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	\$	\$		Other (specify) / Otro		X	Other / Otro																																											
<p>12. Transportation Arrangements / Arreglos de Transportación (Please explain)          Employer does not advance transportation or subsistence pay from place of recruitment to place of employment. (See Attachment 1 Item 12)          (see attachment / para más detalles vea )</p>																																																		
<p>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, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/SI <input type="checkbox"/> No <input checked="" type="checkbox"/> 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 Agrícola para cada actividad?</p>																																																		
<p>14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>          15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>          16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>																																																		
<p>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</p>																																																		
<p>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</p>																																																		
<p>19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)          Virginia Employment Commission Workforce Center; PO Box 67; 14243 History Land Hwy, Warsaw, VA 22572</p>	<p>20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono)          Mr. Will Jacobs (804) 333-3675</p>																																																	
<p>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, terminus, y condiciones ofrecidos.          Employer's Signature &amp; Title/ Firma y Título del Empleador</p>																																																		

*Edward Garner*

Edward Garner, Owner

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 truth-fullness 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 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 Empleos 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 obligation 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).

## **ATTACHMENT 1 for Garner's Produce**

(Used for further detail of ETA 790; Item numbers below correlate to item numbers on ETA 790)

Page 1

### **Item 3 – Location & Description of Housing**

Housing is a single wide mobile homes located at 22645 Kings Highway, Warsaw, VA 22572, heated with kerosene with space for 4 persons.

Housing & utilities are provided at no cost only to non-commuting workers. "Non-commuting workers" are defined as those workers who are not reasonably able to travel to the work site from their permanent place of residence, and return each work day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.

No tenancy in such housing is created. Employer retains possession and control of housing premises at all times. Workers, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing.

Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Worker will be responsible for maintaining housing in a neat and clean manner. Reasonable repair costs of damage, other than that caused by normal wear and tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings. Workers are assigned employer-provided housing by a designated company manager and must occupy the quarters assigned to them. Women workers will be provided with sleeping facilities shared with other female workers and segregated toilet facilities. Dining and other common area will be shared or separate cooking facilities will be provided.

### **Item 5 – Referral Instructions**

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the local Virginia Employment Commission office in order to ascertain current employment, crop, or housing information and to enable proper arrangements to be made. It will be the responsibility of the VEC office to inform job seekers of the terms and conditions of this clearance order. The VEC office will contact the agent directly and advise the agent of the referral during the hours of 10:00 a.m. to 3:00 p.m., Monday through Thursday, and 9:00 a.m. to 11:00 a.m. on Friday.

Agent for contact: Labor Services International, LLC  
(252) 492-2543

Applicants who arrive at the place of employment, referred to as walk-ins or gate hires, will be accepted until 30 days after the application start date.

Workers hired pursuant to the job offer from within normal commuting distance will not be provided housing, subsistence, or transportation.

### **Item 8 – Work Week**

A worker may be offered more than 8 hours work per day, and in an emergency, a worker may be requested, but not required, to work on his/her Sabbath.

### **Item 10 – Job Specifications**

For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Workers are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities.

For cucumbers, corn, okra, squash, bell peppers, eggplant, hot peppers, tomatoes, cherry tomatoes, green beans, lima beans, peas, blackberries, strawberries, beets, onions, turnips, radish, jalapeno peppers, cuban long banana peppers, carrot, roma beans & herbs: Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full containers weighing approximately forty (40) to seventy-five (75) pounds and empty into field bin or load onto trailer. Workers may be required to pull and discard culls as directed by the supervisor. Pickers will take care not to bruise or scar the produce. Pre-harvest activities for tomatoes may include staking, tying, transplanting, and pruning.

For watermelons, honey dew melons, pumpkins, gourds, melons, and cantaloupes: Workers will walk along rows and cut melons according to size, color, shape and degree of maturity using a knife. Workers may be required to carry to trailer or window. Pay rate is hourly paid.

For cabbage, collards, kale mustard greens, lettuce, spinach, broccoli, cauliflower, turnip greens, chard, cresses: Workers will cut mature cabbage heads and bunches of callards, kale and mustard greens using a knife as specified by the supervisor. Products will then be placed into sacks or boxes and placed on a trailer for transport. Workers may grade products removing bad or damaged leaves and repack for shipment. Workers will be required to stay on their assigned row. All cabbage, collard, kale, and mustard greens work will be paid hourly.

For potatoes and sweet potatoes: Workers will walk along row, which has been previously plowed. Worker will bend over, scratch the dirt and pick out potatoes. Potatoes which are one (1) inch in diameter and larger will be placed in 5/8 inch bushel buckets. Potatoes smaller than one (1) inch in diameter are discarded in the row middle. Filled buckets are taken to trucks or trailers for emptying. Workers will receive ticket or token for each bucket and return to assigned row to continue work. Worker must carefully handle potatoes and avoid bruising. Workers will be required to stay on their assigned row. All potato work will be paid hourly.

For asparagus: Worker will move along assigned row, stooping, bending, and reaching to break asparagus spears at ground level. Worker may operate self-propelled harvesting aid on which workers ride while stooping to break spears at ground level. Spears which are less than 1/4 inch in diameter (measured at butt) are discarded. Spears over 1/4 inch in diameter which exceed 7 1/2 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specifications will be placed in a straight fashion in field buckets and carried to trucks or trailers for emptying. Workers will be required to stay on their assigned row. All asparagus work will be paid hourly.

For hay and straw: Workers will move along rows of previously baled hay and straw, bending, stooping, and lifting 30 to 60 lb bales. Workers will load and stack bales onto a truck or trailer, move tractor or truck in the field incidental to loading. Workers may unload and restack for storage. All hay and straw work will be paid hourly.

Work is to be done in the fields for long periods of time. Workers are expected to perform duties including boxing, weighing, and loading of produce.

Work may include mechanized field work using power equipment. By way of example and nonlimited power equipment may include tractors, planters, sprayers, cultivators, and other farm equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning through the heat of the day working in the fields. Temperatures may range from mid 30's to in excess of 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Employer will provide transportation from living quarters to work site every day for workers who must be provided housing.

Employer will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

Full Crop Commitment: This is regular work seven hours per day, Monday – Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of the employment, he will not receive the ¾ guarantees discussed below and will not receive certain transportation reimbursements discussed below.

Item 11 – Wage Rates, Special Pay Information and Deductions

The current OES rate per hour in effect at the time work is performed, the prevailing hourly rate, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers. As specified by the US Dept of Labor, the employer will pay an AEW of \$8.39 per hour for the 2009 operating season.

The employer agrees to guarantee all workers employed in the 2009 season the hourly rate as established by the Dept of Labor which is \$8.39 per hour.

When picking is not available, other tasks related to the production of crops will be offered as stated in Item 10 above at the established pay rate from DOL of \$8.39 per hour.

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Worker will be paid weekly.

The employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the local office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work will be related to this crop and other tasks required in operating a farm. If the worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes (X) as applicable.

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the greenhouses and fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak times and special needs but not required. This requirement pertains to both alien and US workers as per instructions in the H-2A Program Information Booklet.

9/11  
2-13-09  
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2-13-09

Item 12 – Transportation

The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than \$9.90 per day) from the place from which the worker, without intervening employment will come to work for the employer. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (an Act of God shall mean any frost, hail, stones, flood or natural calamity of such character as to make further fulfillment of this contract impossible), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same. All payment aforesaid shall be due on a day not later than the first day subsequent to the completion of the minimum employment period. In the case of termination as a result of an Act of God, the employer will also provide or pay the cost of return transportation and subsistence enroute from the place of employment to the port of entry, except when the worker is not returning to the port of entry and has subsequent employment with an employer who will bear transportation expenses.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroute from the port of entry except when the worker is not returning to the port of entry, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the port of entry. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

Other Conditions of Employment

Termination: – The employer may terminate the worker with notification to the employment service local office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: - The only work standards required of any alien or US worker will be that after a three (3) day training period each worker possess the physical capabilities to work in produced crops.

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

Tools, Supplies, & Equipment: Employer will provide without charge all tools, supplies, and equipment to the worker.

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

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

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.103.

Work Agreement: - The employer will provide a copy of the contract of Job Clearance Order to the worker no later than on the day the work commences.

Wage Statements: - Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. Add deductions will be itemized.

Other: - Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior to the interview. Workers will have up to three (3) days from date of hire to provide I-9 documents.

The employer's anticipated work force equals 4 workers.

Virginia Employment Commission Warsaw Local Office	Virginia Comision de Empleo La Oficina de Warsaw
Summary of Employment Conditions Specified on the Job Order	Sumario de las Condiciones de Empleo Que Son Especificadas en el Orden de Trabajo
1. Order Number: 125633	1. Numero de el Orden: 125633
2. Name of Employer: Garners Produce	2. Nombre del Empleador: Garners Produce
3. Location of Employer & Directions: (See ETA 338)	3. Lugar y Direccion del Empleador: (Mira el papel ETA 338)
4. Period of Employment: From 04/1/09 to 11/02/09	4. Periodo de Empleo: Del 04/1/09 to 11/02/09
5. Work Schedule: Minimum of 7 hrs per Day, 5 days per week & 5 on Saturday	5. Horario de trabajado: Horas por dia 7 De dias por semana 5 y 5 horas Sabado
6. Work to be performed: Vegetables Hourly Wage: \$8.39	6. El trabajo: Verduras Sueldo por Hora: \$8.39
7. Transportation provided: From labor camp to work site & return: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7. Transportacion provista: del encampamento al la huerta y vuelta: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Housing & Accommodations: 4 4 Individual 0 Family	8. Vivenda Disponible para: 4 4 Individuos 0 familias
9. Meals Provided: No Workers may do their own cooking: Yes	9. Comidas provistas: No Los trabajadores tienen que cocinar sus Comidas: Si
10. Deductions: Type & Amount: Social Security: XXXX Income Taxes: XXXX Transportation None Tools & Equipment: None Crewleader Charges: None	10. Deduccions: Clase & Cantidad Seguro Social XXXX Impuestos sobre ingresos: XXXX Transportacion: Nada Herramientas/maquinaria: Nada Cobrada por el contratista: Nada



RICHMOND COUNTY

COMMUNITY SERVICES

DEPARTMENT OF SOCIAL SERVICES  
5579 RICHMOND ROAD  
WARSAW, VA 22572  
(804) 333-4088

RICHMOND COUNTY HEALTH DEPT.  
5591 WEST RICHMOND ROAD  
WARSAW, VA 22572  
(804) 333-4043

EMERGENCY SERVICES

RICHMOND COUNTY RESCUE SQUAD  
6674 RICHMOND ROAD  
WARSAW, VA 22572

OR

394 NORTH FARNHAM ROAD  
FARNHAM, VA 22460

FIRE DEPARTMENT

FIRE DEPARTMENT  
127 PINE STREET  
WARSAW, VA 22572  
911- For fire ONLY

SHERIFF

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SHERIFF OFFICE  
106 WALLACE STREET  
WARSAW, VA 22572  
(804) 333-3611 or 911 for emergency

VIRGINIA STATE POLICE  
RT.3  
WARSAW, VA 22572  
(804) 333-3800  
(1-800-552-9965)

HOSPITAL

RIVERSIDE TAPPAHANNOCK HOSPITAL  
RT.2 BOX 612  
TAPPAHANNOCK, VA 22560  
(804) 443-3311

VIRGINIA FARMWORKERS LEGAL ASSISTANCE PROJECT

416 E. Main Street Suite 201  
Charlottesville, VA 22902  
(1-800-390-9983 or 804-296-8851)