



One Stop Career Center (OSCC) Complaint/Referral Record

For OSCC Use Only

Complaint No.		Date Received
		2/2/17
Part I. Complainant's Information		Respondent's Information
1. Name of Complainant (Last, First, Middle Initial)		4. Name of Person Complaint Made Against
[REDACTED]		TROY MEINKE
2a. Permanent Address (No. St. City, State, ZIP Code)		5. Name of Employer/OSCC Office
[REDACTED]		Meinke Custom Computing, LLC
b. Temporary Address (if Appropriate)		6. Address of Employer/OSCC Office
[REDACTED]		RR-1 BOX 14, Princeton MO 64673
3a. Permanent Telephone	b. Temporary Telephone	7. Telephone Number of Employer/OSCC Office
() -	[REDACTED]	(908) 906-5772

8. Description of Complaint (If additional space is needed, use separate sheet(s) of paper and attach to this form)

please see attached

Certification I CERTIFY that the information furnished is true and accurately stated to the best of my knowledge. I AUTHORIZE the disclosure of this information to other enforcement agencies for the proper investigation of my complaint. I UNDERSTAND that my identity will be kept confidential to the maximum extent possible, consistent with applicable law and a fair determination of my complaint.

9. Signature of Complainant	10. Date Signed
	/ /

Part II. For OSCC Use Only

<p>1. Migrant or Seasonal Farmworker? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>3. If non-Job Service-related, does Complaint concern laws enforced by Wage and Hour Division (formerly called the Employment Standards Administration) U.S. D.O.L. WHD or OSHA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>5. H-2a/Criteria Employer <input type="checkbox"/> U.S./Domestic Worker <input checked="" type="checkbox"/> H-2a Worker <input type="checkbox"/> Wages <input type="checkbox"/> Transportation <input type="checkbox"/> Meals <input type="checkbox"/> Housing <input type="checkbox"/> Other _____</p>
<p>2. Type of Complaint ("X" Appropriate Box(es))</p> <p><input checked="" type="checkbox"/> Job Service Related Job Order No. <u>1209-5528</u></p> <p><input type="checkbox"/> Against Job Service <input type="checkbox"/> Against Employer <input type="checkbox"/> Alleged Violation of WIA Regulations <input checked="" type="checkbox"/> Alleged Violation of Employment Law(s) <input type="checkbox"/> Non-Job Service Related</p>	<p>4. Kind of complaint ("X" Appropriate Box(es))</p> <p><input checked="" type="checkbox"/> Wage Related <input type="checkbox"/> Housing <input type="checkbox"/> Child Labor <input type="checkbox"/> Pesticides <input type="checkbox"/> Working Conditions <input type="checkbox"/> Health/Safety <input type="checkbox"/> Migrant and Seasonal Agricultural Worker <input type="checkbox"/> Disability Discrimination <input type="checkbox"/> Discrimination*</p> <p><input checked="" type="checkbox"/> Other (Specify) <u>Wrongful Termination</u></p>	

6. *For DISCRIMINATION COMPLAINTS ONLY. Persons wishing to file complaints of discrimination may file either with the State Workforce Agency, or with the Directorate of Civil Rights (DCR), U. S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, D.C. 20210.

<p>7a. Referrals To Other Agencies ("X" one)</p> <p><input type="checkbox"/> WHD. U.S. DOL. <input type="checkbox"/> OSHA U.S. D.O.L. <input checked="" type="checkbox"/> Other <u>Wage & Hour</u></p>	<p>8. Address of Referral Agency (No., St., City, State, ZIP Code and Telephone No.)</p> <p>_____</p> <p>_____</p> <p>() _____</p>
<p>b. Follow-Up ("X" one) <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>c. Follow-up Date</p> <p><u>1/1</u></p>

9. Comments (If additional space is needed, use separate sheet of paper) Provide OSCC Services? Yes No If "No", explain.

Complaint resolved? Yes No If "No", explain.

<p>10a. Name and Title of Person Receiving Complaint</p> <p><u>Karen M. Bryant, Functional Leader</u></p>	<p>11. Office Address (No., St., City, State, ZIP Code)</p> <p><u>6610 Metnick, Cheltenham MD 20611</u></p>
<p>b. Phone No.</p> <p><u>(410) 646-0671</u></p>	<p>12a. Signature</p> <p><u>Karen M. Bryant</u></p>
	<p>b. Date</p> <p><u>6/21/17</u></p>

Public Burden Statement
 Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Obligation to reply is required to obtain or retain benefits (44 USC 5301). Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. 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.

[REDACTED]

June 2, 2017

I wish to file a complaint against my former employer for wrongful termination. On March 29, 2017 I entered a work contract with Troy Meinke of Meinke Custom Combining LLC. I worked for Mr. Meinke for two months. On May 30, 2017 Mr. Meinke presented me with a letter stating that I was being terminated for the following reasons:

1. Not following instructions/ orders, multiple time to mention.
2. Failing to learn operating of tractors in a productive and efficient manner
3. Destroying neighbors fences while operating equipment (tractor)
4. Smoking in company vehicles when instructed not to.
5. Overall lackadaisical work ethic.

Mr. Meinke had never spoke to me about any concerns before this time. Mr. Meinke spoke to me and the other workers each day in an abusive manor. He used curse words and called me and the other workers names on a regular basis. My answer to each allegation is below:

1. I did everything every time that he told me to do.
2. It was my first time driving a tractor and I needed to learn the skill. I was hired as a truck driver not a tractor driver. The skills are very different.
3. The letter is the first time I was informed of any fences being destroyed. I have no knowledge of any such action.
4. I never smoked in any company vehicle.
5. I was on time every morning, when my work was completed I always asked if there was anything else Mr. Meinke wanted performed.

I have come to the United States seven years on the same type of work visa and never had any complaints. Please check my previous employers for a reference. In 2001, I worked for Ronnie Tyler Harvesting in Oklahoma. In 2007, I worked for OTO Farms in Nebraska. In 2008, I worked for Pipestone Systems in Pipestone, Minnesota. Donna Hazelton was the HR director, 507-825-2532, please call her for a reference.

Mr. Meinke fired me without reason and made me homeless in a foreign country. He refused to give me my final check simply because I refused to sign his paper which was lies. He also did not give me any notice before making me leave my apartment, Mr. Meinke stated that if I did not vacate immediately he would take \$100 per night stay out of my check.

Mr. Meinke was supposed to reimburse me for my travel. Now, on top of the airfare I will have to pay a fee to change travel dates. Because Mr. Meinke refused to pay me, I now do not have any money to eat on while I travel home, nor do I have transportation to the airport.

I have attached my employment contract, my termination letter, my time sheet, and my travel invoice. Please contact the other workers to see that I am telling the truth. Hennie, 660-868-2145, has worked with me for these two months and could give the phone numbers of the other workers.

Sincerely,

[REDACTED]

H-2A Employment Contract

This employment agreement is made effective this 29 day of March 2017
between Meinke Custom Combining LLC (hereinafter known as "Employer") and
[REDACTED] (hereinafter known as "Employee").

A. Work Period: Employer guarantees to offer employment for a minimum of $\frac{3}{4}$ of the workdays of the total specified period on Employee's visa/I-94, during which the work contract and all extensions thereof are in effect, beginning with the first workday after Employee'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 $\frac{3}{4}$ guarantee period ends on the date of termination. Employer will offer a minimum of 40 hours of work/week.

B. Tools, Supplies, & Equipment: Employer will provide all necessary tools, supplies, and equipment at no cost to Employee.

C. Tools, Supplies, & Equipment Damage/Misuse: Employee will be responsible for proper use of tools, supplies, and equipment. Repair or replacement costs of damaged tools, supplies, and equipment due to misuse, carelessness, or not following instructions will be deducted from Employee's earnings.

D. Insurance: Employee will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment.

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

F. Transportation & Housing Arrangements: After Employee has completed 50% of the work contract period as indicated on visa/I-94, Employer shall reimburse Employee cost of transportation & subsistence (a min. reimbursement of \$11.86/day & max. reimbursement of \$46/day. Receipts required.) from the place of recruitment to the place of work. Upon completion of the work contract, Employer will pay reasonable costs of return transportation & subsistence 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 Employer only pays for the transportation to the next job. The amount of transportation payment will be equal to the most economical & reasonable similar common carrier transportation charges for the distances involved.

Should Employee voluntarily quit or be terminated for just cause prior to completion of 50% of the work contract, Employee will be required to reimburse Employer for the full amount of transportation & subsistence monies that were advanced or reimbursed to Employee.

Employer shall provide transportation between the place where Employer has provided housing to the actual work site & return at the end of the workday. Such transportation will be without cost to employee, & the means of transportation shall meet all applicable safety standards.

Employer shall provide housing to employee that meets all applicable standards for H-2A compliance. Employee is responsible for proper care and maintenance of housing provided. Employer may deduct from Employee's earnings expenses for professional cleaning or repair of damages to housing caused by Employee if housing is not returned to its original condition upon arrival.

G. Employer Obligation if Employment is Extended: No extension of employment beyond the period of employment specified on Employee's visa/I-94 shall relieve 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.

H. Termination: Employer may terminate Employee if the Employee (a) refuses without justified cause to perform work for which the worker was recruited and hired, (b) commits a serious act of misconduct, or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable.

In such event Employee will not be entitled to return transportation and daily subsistence nor to the application of the $\frac{1}{2}$ guarantee of employment.

In the event of termination for medical reasons occurring after arrival on the job, occurring as a result of employment, or in the event of termination resulting from an Act of God, Employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse Employee for reasonable costs of transportation and subsistence incurred by Employee to get to the place of employment.

I. Contract Impossibility: Employer will terminate the work contract of Employee whose services are no longer required for reasons beyond Employer's control or an Act of God. In the event of such termination, Employer will be bound by the $\frac{1}{2}$ guarantee from the first workday after arrival to the date of termination.

J. Wage Rate: Employer will pay a wage rate of \$11 - 13.79 per hr. depending on location. In the event the AEWR increases or decreases during the contract period, the employer will pay the highest of the rates in effect at the time work is performed.

Paychecks will be issued bi-weekly. Employee must be present for receipt of paycheck when issued.

K. Departure: Worker is required by US law to depart the US at the end of the period certified by DOL or separation from the employer, whichever is earlier, unless the H2A worker is being sponsored by subsequent employer.

L. Additions: Contract conditions not addressed in Items A through K and agreed upon between both parties include:

Meinke Custom Combining LLC by
Iroy Meinke

Employer

3-29-17

Date

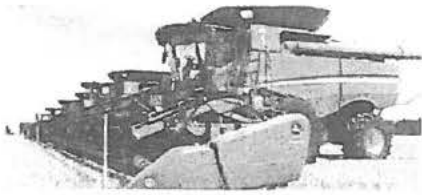
[REDACTED]
Employee

03/29/17
Date

501 Ballew St.
Princeton MO, 64673

Meinke Custom Combining LLC

Phone: 1-660-748-3538
Fax: 1-660-748-3549



May 30, 2017

To whom it may concern:

[REDACTED] employment for Meinke Custom Combining LLC has been terminated this morning for the following reasons:

Not following instructions/orders, multiple times to mention

Failing to learn operating of tractors in a productive and efficient manner

Destroying neighbors fences while operating equipment (tractor)

Smoking in company vehicles when instructed not to

Overall lackadaisical work ethic

We have attempted to overlook some of the problems and keep him in employment but it has just become too overwhelming to the mental health and stress of our other valuable workers that have to put up with him as well. We cannot jeopardize our other valuable and helpful workforce for one "bad egg".

If there should be any other questions, I will gladly explain.

Thank you,

A handwritten signature in cursive script that reads "Troy Meinke". The signature is written in dark ink on a white background.

Troy Meinke

660-953-0624 cell phone

Received by: [REDACTED]

Signature: _____



Euro Personnel

815 Boabab Street, Doornpoort, 0017
Gauteng Province, South Africa
+27 12 547 0523 Fax 0866070523
CC NO: 2001/019249/23

Invoice 007

INVOICE

Customer

Meinke Custom Harvesting
501 Ballew st
Princeton
MO
6467
#6607485775
meinkefarms@gmail.com

Invoice Date : 03/17 /2017
VAT NO: 44100189577
Contact Name: Magda

Qty	Description	Unit Price	Amount
01	Round trip Cape Town – Kansas city [REDACTED]	ZAR 22200.00	22200.00
R22200.00 @ 13.00 - \$			1708.00

May 2017

Date	Total Hours	
	Reg.	OT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
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18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
Hours Worked	10.5	147.5
Hours Offered	10.5	147.5
State	MO	
State Rate of Pay	13.12	
Clock In/Out		

Date	Hours Worked	Hours Offered	State	State Rate of Pay	Clock In/Out	Total Hours
16	16	16	MO	13.12		
17	12	12	MO	13.12		
18	15.5	15.5	MO	13.12		
19	10.5	10.5	MO	13.12		
20	9.5	9.5	MO	13.12		
21	0	0	MO	13.12		
22	10	10	MO	13.12		
23	9.5	9.5	MO	13.12		
24	10	10	MO	13.12		
25	10	10	MO	13.12		
26	10	10	MO	13.12		
27	4.5	4.5	MO	13.12		
28	10	10	MO	13.12		
29	15.5	15.5	MO	13.12		
30	0	0	MO	13.12		
31	0	0	MO	13.12		
Hours Worked	141.5	141.5				
Hours Offered	141.5	141.5				
State	MO	MO				
State Rate of Pay	13.12	13.12				
Clock In/Out						

Hourly Rate of Pay	\$13.12
Total Earnings	\$3,791.68
Days 1-15	\$1,935.20
Days 16-31	\$1,856.48

Total Compensation	\$3,792.00	Dollars	Check #	Other
Compensation 1	\$1,936.00		4492	
Compensation 2	\$1,856.00		9105	
Compensation 3	\$0.00			

Employee Name: [Redacted]
 Employee Address: [Redacted]
 Employee Country: [Redacted]
 Employee SSN: [Redacted]

Employer Name: Meinke Farms
 Employer Address: 501 Ballew Street; Princeton, MO 64673
 Employer Country: USA
 Employer TIN: 43-6320299

Explanation of any deductions or differences other than normal:
 May 30, 2017 [Redacted] has been terminated for reasons detailed in his termination letter.

\$100 per night in the apartment check

taken out