1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number: 460568 3. Employer Name: Marker-Miller Orchard
4. From: Rural Services Manager Virginia Employment Commission P.O. Box 7466 Charlottesville, VA 22906	5. OES Job Code, Title and Number of Positions Available 45-2092.02 16 positions Farm worker, Fruit

6. Please note the following concerning the above job order:

The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance

7. By: (ES Agency Representative) Kendal Shaver	Title: Rural Services 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:

COMMONWEALTH of VIRGINIA

John R. Broadway
Commissioner

Virginia Employment Commission
703 East Main Street

Post Office Box 1358
Richmond, Virginia 23218-1358

June 30, 2014

H.E.L.P
Mr. Joseph Young
7 Main Street
Goffstown, NH 03045

No. of Job Openings: 16
Occupation: Farmworker, Fruit
Period of Employment: 8/28/2014 – 10/15/2014
VA Job Order Number: 460568

RE: MARKER-MILLER ORCHARD, LP

Dear Mr. Young:

Your Agricultural and Food Processing Clearance Order, form ETA 790 and attachments, filed in connection with an application seeking temporary labor certification under the H-2A temporary agricultural program has been accepted. The application is timely, contains all the material terms and conditions of employment governed by 20 Code of Federal Regulations (CFR) 653, Subpart F, and adheres to the contents of the job order specified at 20 CFR 655.122.

In accordance with 20 CFR 655.121(d), the job order has been filed timely and has been placed on this office's active file to initiate intrastate recruitment of U.S. workers. The job order will be managed on your behalf by the Virginia Employment Commission until the end of the recruitment period, which shall end when 50% of the work contract has elapsed. Additionally, the job order will direct applicants to apply for the job opportunity at the nearest local office of this Agency prior to referring the applicant to the employer.

Upon receipt of this notice, you must:

1. Cooperate with this office by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the expiration date of the job order.
2. Submit a completed ETA Form 9142 and Appendix A.2, a copy of the accepted ETA Form 790 and all attachments, and all other required documentation to the Chicago National Processing Center no less than 45 calendar days before the start date of need to the following address:

U.S. Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, Illinois 60604-2105

Please note that this acceptance is subject to the review and acceptance of the Chicago National Processing Center. You may be required to subsequently modify your job order if the Certifying Officer determines that it fails to meet one or more of the regulatory requirements.

Pursuant to the regulations at 20 CFR 655.120(b), if the prevailing hourly wage or piece rate is adjusted during a work contract and is higher than the highest of the AEWR, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay that higher prevailing wage or piece rate. To determine if a prevailing hourly wage or piece rate has been adjusted for the crop activity or occupation identified in your Application for Temporary Employment Certification, the Department strongly encourages you to visit the Department of Labor's Agricultural On-Line Wage Library (AOWL) at http://www.foreignlaborcert.doleta.gov/aowl/cfm.

Please find attached a copy of the approved job order with a date of receipt and items #4 through #8 completed on the ETA Form 790. This office will schedule an inspection of the housing identified on the ETA Form 790 to determine whether housing has sufficient capacity and meets the applicable standards.

Sincerely,

Kendal B Shaver
Foreign Labor Certification Manager

#1

U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

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):

MARKER-MILLER ORCHARD LP LLP
3035 CEDAR CREEK GRADE
WINCHESTER VA 22602

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:
54-1216546

b) Telephone Number / Número de Teléfono:
540-662-1391

c) Fax Number / Número de Fax:

d) E-mail Address / Dirección de Correo Electrónico:
H2AH2B@AOL.COM

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

3035 CEDAR CREEK GRADE, WINCHESTER VA 22602
RTE 37 N. TO RTE 622, TURN LEFT ON RT 622, FARM OFFICE ON THE LEFT

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

801 Fairmont Ave, Winchester, VA 22604
exit 314a on int 81, go west on rte50 to south cameron st, turn right go 1/2 mile to rte va50 take left, continue 1/2 mile housing on left.

a) Description of Housing / Descripción de la vivienda:
barracks style, concrete, capacity 1044

Nos. 4 through 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL

4. SOC (O*NET/OES) Occupational Code / Código Industrial:
111331

a. SOC (ONET/OES) Occupational Title / Título Ocupacional:
45-2092.02
Farmworker, Apples

5. Job Order No. / Núm. de Orden de Empleo:
460568

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):
100 Premier Place, Winchester, VA
540-722-3415

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):
Wade Williams
540-535-2862

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
6/30/14

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
9/21/14

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
From / Desde: 8/28/14 To / Hasta: 10/15/14

10. Number of Workers Requested / Número de Trabajadores Solicitados:
16

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 44

Sunday / Domingo ____
Monday / Lunes 8
Tuesday / Martes 8
Wednesday / Miércoles 8
Thursday / Jueves 8
Friday / Viernes 8
Saturday / Sábado 4

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par atas diferentes actividades de la temporada:

Hours worked each day will depend on condition of crops, weather

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:

Employer / Empleador: Yes / Sí ☐ No ☒

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Housing will be clean and meet the applicable Federal and State Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be billed to workers found to have been responsible for damage to housing or furnishing. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day.

No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

Employer will not provide 3 meal per day ☐

Employer will provide 3 meals per day ☑ and charge $11.58 a 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 grocery store so workers can purchase their groceries.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

The applicant holding office to refer all able, willing and qualified applicants through the order holding office or the applicants can contact the farm directly at the address or phone number listed in item 1 on the ETA 790, during normal business hours to apply.

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

SEE PAGE 7 ITEM 28 FOR MORE INFORMATION.

IF NECESSARY SEE PAGE 7 ITEM 28 FOR MORE INFORMATION.

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

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☐ Extensive Sitting / Estar sentado largos ratos
- ■ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ■ Lifting requirement / Levantar o Cargar 50 lbs./libras
- ■ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☐ Drug Screen / Detección de Drogas
- ■ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ■ Extensive Walking / Caminar por largos ratos
- ■ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago / /
apples	$ 9.87	$ .67	PER 2419 CU IN BOX	Social Security / Seguro Social	☐ X	☐	Weekly / Semanal ☒
	$	$		Federal Tax / Impuestos Federales	☐ X	☐	
	$	$		State Tax /Impuestos Estatales	☐ X	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	☐ X	
	$	$		Other (specify) / Otro (especifica)	☐	☐ X	Monthly/Mensual ☐
							Other/Otro ☐

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

Workers will be paid for all hours worked at the Wage Rate in effect at the time the work is performed, required at 20 CRF 655.122 (l) and 655.120 (a). The required wage may be different than it is at the time of filing this job offer.

19. Transportation Arrangements / Arreglos de Transportación

After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employer shall reimburse the worker for cost of transportation and subsistence from the place from which the worker has come to work for the employer. Upon completion of the work contract employer will pay reasonable costs of return transportation and subsistence to the place from which the worker departed to work for the employer, as required at 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 workweek." See attachment page 4.

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 / Sí ☐ No ■

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Sí," 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/Sí ☐ No ■

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Sí ■ 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/Sí ■ 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

John R. Marker - Partner

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

John R. Marker

Employer's Signature / Firma y Título del Empleador

6/10/14

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.

Pick fruit from trees. The average length of a ladder runs from 16 ft to 24 ft the average weight 50 lbs. Fruit picked must be placed in picking bags or buckets, which attached to the body with a shoulder harness and weigh between 30-50 lbs when full. When filled with fruit the bags or buckets are to be emptied into field bins by an opening at the bottom of the bag or bucket. Workers may be required to pick the entire tree or to spot pick the fruit. When using ladders the worker will place the ladder firmly against or within the tree in a secure position so as not to break limbs or knock off fruit and to prevent slipping and falling. Each worker's trees will be picked according to instructions given each day by the employer or supervisor. 1 month experience required in duties listed. The apples picked must have less than 10% bruising.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Marker Miller Orchards LLP Date: 6/10/14

Employer's Signature John R. Marker

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

Form ETA 790 and ETA 9142 Attachments
Terms and Conditions/Clarifications and Assurances/
Additional Information

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

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

Item 3: Housing

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

Item 14: Board Arrangements

Employer will [✓] will not [ ] provide three meals per day and will deduct $ 11.58 per day.

Item 16: Job Specifications

a. Workers 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 worker to reach production standards if applicable.
c. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to: 12 bx/hr

d. Employer may terminate worker with timely notification to the NPC and DHS, if the worker:
   1) Refuses, without cause, to perform work for which the worker was recruited and hired;
   2) Commits serious acts of misconduct;
   3) Fails, after completing any training or break-in period, to reach production standards (if applicable); or
   4) Abandons Job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

Item 17: Wage Rates, Special Pay Information and Deductions

The employer will offer, advertise in its recruitment, and pay a wage that is the highest of the AEWR, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or 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 AEWR requires an increase such

increase will be paid as of the effective date of the increase. Also if the AEWR is decreased this will become the wage effective on the date of the decrease.

a. If piece rate earnings for total hours of work at a piece rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum wage rate.

c. The employer guarantees to offer employment for a minimum of ¾ ("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 fire, weather, or Act of God terminations (as determined by the Certifying Officer) the ¾ guarantee period ends on the date of termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such a 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) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; (2) reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and (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 provide the guarantees in Item 19 (a) below.

d. Workers will not be required to work more than the number of hours specified in the job order for a workday or on their Sabbath or federal holidays to meet this guarantee The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis. Workers who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee if employer provides timely notification to the NPC and DHS.

e. On or before each payday the employer will provide to 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 ¾ guarantee as determined in paragraph (i) of the regulations at 20 CFR sec. 655.122(k), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (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.

f. The employer will provide workers referred through the interstate clearance system 44 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 $ 434.28 (number of hours of work x AEWR/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, worker will be disqualified from this assurance.

g. Employer will maintain adequate payroll records. Workers will be paid weekly on FRIDAY for work through the previous week.

Item 19: Transportation

Employer agrees to reimburse inbound transportation and subsistence expenses ($11.58 per day minimum to a maximum of $46.00 per day) to each worker, or any person, government agency, or private organization which, on behalf of the worker, has paid or advanced such transportation and subsistence expenses, from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment, after the worker has completed 50% of the stipulated period of employment, from initial date of need or from the day after actual arrival of worker if later than the 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 (c) 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 regulations 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 # 450lw0293 issued by Farm Family Casualty Insurance Co.

Provides the required insurance for injuries arising out of and in the course of employment.
E1mployer's proof of insurance coverage will be provided to the Chicago Processing Center before certification is granted.

Item 23: Tools and Equipment

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

B: OTHER CLARIFICATIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 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 worker 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 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 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 H2A 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 H2A worker is being sponsored by another employer, for a future H2A contract.

Fax 6/10/14

H2a/b
Employer
Labor
Programs

H.E.L.P.

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

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

Sincerely,

John R. Marker

EMPLOYERS SIGNATURE

VIRGINIA EMPLOYMENT COMMISSION
Winchester Local Office

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. **ORDER NUMBER:** 460568
2. **NAME OF EMPLOYER:** Marker Miller Orchard LP LLP

3. **LOCATION OF EMPLOYER AND DIRECTIONS:**
From Winchester take Cedar Creek Grade to work site on left

PERIOD OF EMPLOYMENT
FROM: 8/28/2014 **To:** 10/15/2014

5. **WORK SCHEDULE:** 8 hours per day, 5 days per week
Plus 4 hours on Saturday

MINIMUM HOURS PER DAY 8
DAYS PER WEEK 5

6. **PAY:** **HOURLY WAGE:** $9.87
PIECE RATE: $0.67

7. **WORK TASKS TO BE PERFORMED:**
Harvest fruit from trees using 24 ft. ladders. All Fruit must be picked and handled carefully to avoid bruising for fresh market. Workers may be required to selectively pick according to size and state of maturity of fruit, as instructed by employer or supervisor. Alternate tasks and pay during first week in case of crop delay.

8. **TRANSPORTATION PROVIDED:**
FROM LABOR CAMP TO WORK SITE: Yes
AND RETURN: Yes

9. **HOUSING CAN ACCOMMODATE**
PERSONS
INDIVIDUAL 1044
FAMILY

10. **MEALS:** **PROVIDED:** Yes
IF YES: COST PER DAY **$11.58**
(See item 13 on Job Order)
WORKERS MAY DO THEIR OWN COOKING: No

11. **DEDUCTIONS:**

TYPE	AMOUNT
SOCIAL SECURITY	x
INCOME TAX	x
TRANSPORTATION	None
TOOLS & EQUIPMENT	None
CREWLEADER CHARGES	None

12. **NOTES TO WORKERS:**
A copy of the full job order is available for inspection in this office. The employer has guarenteed your first week's wages unless he/she notifies this job service of a later starting date by: 8/15/2014

In order for you to be eligible for this guarentee, you must contact the Job Service at:

VIRGINIA EMPLOYMENT COMISSION AGENCIA
La Officina de Winchester

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON EXPECIFICADAS EN LA ORDEN DE TRABAJO

1. **NUMERO DE LA ORDER:** 460568
2. **NOMBRE DEL EMPLEADOR:** Marker Miller Orchard LP LLP

3. **LUGAR Y DIRECCION DEL EMPLEADOR:**
De winchester viaje en Cedar Creek Grade al lugar del trabajo a la izquierda

4. **PERIODO DE EMPLEO:**
DEL: 8/28/2014 **Al:** 10/15/2014

5. **HORARIO DE TRABAJO:** 8 horas por dia, 5 dias por semana.
Más 4 horas el sábado

MINIMAS HORAS POR DIA 8
NUMERO DE DIAS POR SEMANA 5

PAGO: **SUELDO POR HORA:** $9.87
PAGA POR UNIDAD: $0.67

7. **LABORES A DESEMPENAR IN EL TRABAJO:**
Piscar fruta de arboles trabajando en escaleras y llevando cubo. Piscar toda o seleccionar siquiendo instructiones del empleador. Labores alternativas y pago por la primera semana en caso do demora en la cosecha. Vea Numero 12 en el Orden.

8. **TRANSPORTACION PROVISTA:**
DESDE EL ENCAMPAMENTO HASTA EL LUGAR: Si
DE TRABAJO Y DE VUELTA: Si

9. **VIVIENDA DESPONIBLE PARA**
PERSONAS
INDIVIDUOS 1044
FAMILIAS

10. **COMIDAS:** **PROVISTAS:** Si
SI SON PROVISTAS, EL COSTO POR DIA SERA **$11.58**
(Vea Num. 13 en la Orden de Trabajo)
LOS TRABAJADORES TIENEN QUE CONCINAR SUS COMIDAS: No

11. **DEDUCCIONES:**

CLASE	CANTIDAD
SEGURO SOCIAL	x
IMPUESTOS SOBRE INGRESOS	x
TRANSPORTACION	Nada
HERRAMIENTAS Y MAQUINARIA	
SUMA COBRADA POR EL CONTRATISTA	Nada
DE TRABAJADORES AGRICOLAS	Nada

12. **NOTAS PARA EL TRABAJADOR:**
La copia de la orden completa esta disponible en la oficina para su inspection. El empleador da garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notification sen a mas tardar el: 8/15/2014

Para que Ud. Pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleados

Virginia Employment Commission
100 Premier Place
Winchester, VA 22602
540 - 722 - 3415

During the period of: 8/16/2014 to 8/20/2014
Any Job Service office will assist you in doing this.

en el:

La Officina de Winchester
100 Premier Place
Winchester, VA 22602
540 - 722 - 3415

Durante el periodo el 8/16/2014 al 8/20/2014
Cualquier Oficina del Servicio de Empleados le asistira en hacerlo.

VIRGINIA EMPLOYMENT COMMISSION
COMMUNITY SERVICES FOR FREDERICK & CLARK COUNTY

HEALTHCARE SERVICES
SERVICIOS MÉDICOS

Free Medical Clinic
301 North Cameron Street, Suite 100
Winchester, VA
Phone: 540-536-1680

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

EDUCATION SERVICES
SERVICIOS EDUCACION

Frederick County Pubic Schools
1415 Amherst Street
Winchester VA
Phone: 540-662-3888

Clark County Public Schools
309 W. Main Street
Berryville, VA
Phone: 540-955-6102

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

THESE AGENCIES MAY PROVIDE TEMPORARY HOUSING
REFUGIO TEMPORARIOS

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

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

MAY PROVIDE LEGAL ASSISTANCE TO MIGRANT WORKERS
AYUDA LEGAL

The VA Justice Center for
Farm and Immigrant Workers
Charlottesville, VA 22902
Phone: 800-763-7323

United States Dept of Justice
Immigration & Naturalization
1-800-375-5283

Virginia Dept of Labor
Wage & Hour Division
13 South Thirteenth Street
Richmond, VA
Phone: 804-371-2327

SOCIAL SERVICES
SERVICIOS SOCIALES

Frederick County
Social Services
107 N. Kent Street, 3rd Floor
Winchester, VA
Phone: 540-665-5688

EMPLOYMENT AND TRAINING ASSISTANCE
EMPLEO Y FORMACI ÓN AYUDA

Virginia Employment
Commission
1909 East Market Street
Harrisonburg, VA
Phone: (540) 434-2513

Telamon Corporation
1909A East Market St
Harrisonburg, VA, 22801
Phone: (540) 705-4440

Literacy Volunteers
301 N. Cameron Street
Winchester, VA
Phone 540-536-1648