

VIRGINIA EMPLOYMENT COMMISSION

###

MEMORANDUM TO:

DATE 1/23/2007

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. VA 6012418

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 1/23/2007 for 6, Farmworker, Field Crop 404-687-010
(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.

Michelle C 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

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) Charles E. Barnes, Barnes Farming., 19205 Bolster's Road, Stony Creek, VA 23882 (804) 478-4792		Industry Code / Código de Industria 0132	Job Order # / No. Orden de Empleo VA 6012418																				
2. Location and Direction to Work Site / Dirección del lugar de trabajo Location: 19205 Bolster's Road, Stony Creek, VA 23882 Hwy 301 North to Stony Creek/left on Rt 40 (McKenney Hwy) for approx 13 mi to 619. Take left onto 619 & go approx 3.5 mi to Old Hickory Fire Dept. Take left onto 617. Go approx .25 mi; 3 rd house on right. (see attachment / para más detalles vea _____)		Occupational Title and Code / Título Ocupacional y Código Farmworker Field Crop 407 687 010 Clearance Order Issue Date / Fecha de Tramite: 11/23/07 Job Order Expiration Date / Fecha de expiración: 7/29/07 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 03/26/07 To/ Hasta 12/01/07																					
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Frame house located at 15151 B Spiers Road, Stony Creek, VA 23882 2 miles from farm. House is heated by electric heat & space for 7 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 & clean manner. Reasonable repair cost of damage, other than that caused by normal wear & tear, will be deducted from the earnings of worker who is found to be responsible for damage to housing and/or furnishings. Housing & 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 & Attachment 2 (see attachment / para más detalles vea _____)		7. No. of Worker's Requested / No. de Trabajadores Pedidos 6 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena <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 colspan="2"></td> <td>Saturday / Sábado</td> <td style="text-align: right;">5</td> </tr> </table> 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"/>				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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Monday / Lunes	7	Thursday / Jueves	7																				
Tuesday / Martes	7	Friday / Viernes	7																				
		Saturday / Sábado	5																				
4. Board Arrangements / Arreglo de Alojamiento Workers will purchase ingredients and prepare own meals. Employer will furnish free & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & 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 & kitchen facilities. (see attachment / para más detalles vea _____)																							
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos The referral under this job order is to be made to the Hopewell local office of the Virginia Employment Commission utilizing the America's Job Bank for out-of-state referrals. The address of that office is Virginia Employment Commission; 5240 Oaklawn Blvd., Hopewell, VA 23860; Mailing Address: PO Box 1111, Petersburg, VA 23804; Telephone (804) 541-6548. (see attachment / para más detalles vea _____)																							
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 tobacco such as greenhouse preparation, cultivating, preparing rows for planting, planting, fertilizing, harvesting, spraying, loading & unloading of tobacco bales, and preparing winter cover crop for future tobacco production. (continued - See Attachment 1 Item 10) (see attachment / para más detalles vea _____)																							
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] (see attachment / para más detalles vea _____)																							
11. 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, ect.)	Deductions / Deducciones	YES SI	NO NO	Pay Period Periodo de Pago																
Farm Worker	\$ 8.51*	\$ 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																
More Details About the Pay/Más Detalles Sobre el Pago * or Applicable AEWR See Attachment 1 Item 11 (see attachment / para más detalles vea _____)																							
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 _____)																							
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?																							
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"/>																							
17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") None																							
18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") None																							
19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) Virginia Employment Commission; 5240 Oaklawn Blvd.; Hopewell, VA 23860; PO Box 1111, Petersburg, VA 23804 (804) 541-6548				20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) Ms. Carol Young (804) 541-6548																			
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 & Title/ Firma y Título del Empleador																							

Charles E. Barnes, Owner

Charles E. Barnes

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 Charles E. Barnes, Barnes Farming

(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 frame house located at 15151 B Spiers Road, Stony Creek, VA approximately 2 miles from farm operation @ 19205 Bolster's Road, Stony Creek, VA 23882. House is heated with electric heat.

Item 10 – Job Specifications

Workers will perform various duties related to production of tobacco to include the preparation of greenhouses for growing of tobacco seeds which includes replacing plastic flooring, cleaning & seeding of plant trays, applying fertilizer and pesticides, maintaining proper greenhouse environmental conditions to include monitoring of house temperatures to promote plant growth. Workers will cultivate fields, prepare rows for planting, plant tobacco, apply fertilizer and spray pesticides as necessary. Workers will remove tops and suckers by hand. Once plants reach maturity, leaves will be pulled from plants and then transported to the barn site. At the barn site, leaves will be placed in tobacco barns.

Once tobacco has been properly cured, it will be removed from barns, and baled into containers that hold up to 800lbs of cured tobacco. These bales are then lifted by electric hoist & placed on truck for transport to a warehouse.

General Conditions Applicable to All Crops: Work begins at an assigned time shortly after daylight. Work is performed under wet, humid conditions during light rain, cold temperatures, and excessive heat.

Workers will work and perform repetitive tasks on their feet in bent and stooped positions for long periods of time pulling mature leaves from the tobacco plants that are from two (2) to ten (10) inches from the ground. Workers will use muscles to lift, push, pull, or carry heavy objects such as flats, tobacco trailers, and racks going in & out of tobacco barns. All of the tasks in this job description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to producing the crops such as performing hand weeding or hoeing, greenhouse cleaning and repairing buildings, maintaining grounds, operate tractor/farm equipment, incidental crop setup when needed and movement of irrigation systems and equipment, gardening, etc. In addition, cover crops of soy beans, rye, or wheat are sown after tobacco harvest to prepare the soil for next year's production of tobacco. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

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 Adverse Effect Wage Rate (AEWR) of \$8.51 per hour or the AEWR 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. In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer will continue to pay \$8.51 per hour guaranteed minimum (unless there is a prevailing hourly wage that is higher than the AEWR.)

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 \$8.51 per hour 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 and pay will be \$8.51 per hour for other work related to nursery labor and maintenance activities related to operating a greenhouse and nursery operation. 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) Willful destruction of property (X) Advances () Meals ()

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.

Item 12 – Transportation

The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than \$9.30 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 place of recruitment, except when the worker is not returning to the place of recruitment 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 place of recruitment except when the worker is not returning to the place of recruitment, 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 place of recruitment. 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 greenhouse 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 the 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 6 workers.

**ATTACHMENT 2
COMMUNITY SERVICES**

Page 1

Dinwiddie County Health Department

Dinwiddie Government Center

14006 Boydton Plank Road

Dinwiddie, VA 23841

Telephone: (804) 469-3771

Department of Social Services

Dinwiddie Government Center

14012 Boydton Plank Road

Dinwiddie, VA 23841

Telephone: (804) 469-4524

Fire Department

Stony Creek Volunteer Fire Dept

PO Box 41

Stony Creek, VA 23882

Telephone: 911

Sheriff

Sussex County Sheriff's Office – Emergency Only

20212 Thornton Square

Sussex, VA 23884

Telephone: Emergency only: 911 or 434) 246-5361

Virginia State Police

25650 Simpson Road

Petersburg, VA

(804) 733-8219

Southside Regional Medical Center

801 S. Adams Street

Petersburg, VA

Telephone: (804) 862-2500

Provides inpatient & outpatient emergency care, emergency room service, surgery, and intensive care unit

Page 2

Virginia Justice Center for Farm & Immigrant Workers

Tim Freilich, Attorney at Law

1000 Preston Avenue, Suite A

Charlottesville, VA 22903

Telephone: (434) 977-0553 Fax: (434) 977-0558 Toll Free: 1-800-578-8111

International: 1-800-892-1751

APPLICATION FOR CONDITIONAL ENTRY

I, Charles E. Barnes, as the employer, agree to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

As a condition to placing my order into clearance, I, Charles E. Barnes, certify that 35 days prior to occupancy, my housing will meet standards of the US Department of Labor.

I also authorize representatives of the Virginia Employment Service, the Virginia Health Department and/or the US Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by March 26, 2007.

Charles E. Barnes
Charles E. Barnes, Owner

1-16-07
Date

Elaine V. Taylor
Agent

1-16-07
Date