

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 7/24/2009

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. 136873

Extension is requested for the 1 cop(ies) of the order which is/are attached,  
dated 7/24/2009 for 15, Farmworker, Fruit 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.

Michelle Abrana  
(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)          Fruit Hill Orchard          P. O. Box 2368          Winchester, VA 22604 540 667-3390</p>	<p>Industry Code / Código de Industria 111331</p>	<p>Job Order # / No. Orden de Empleo 136873</p>																				
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo          Frederick County in the state of Virginia          Route 552 N. to 700 Echo Lane</p>	<p>Occupational Title and Code / Título Ocupacional y Código Farmworker, Fruit 403-687-040</p>	<p>45-2092-02</p>																				
<p>(see attachment / para más detalles vea )</p>	<p>Clearance Order Issue Date / Fecha de Tramite: 7/27/09</p>	<p>10/01/08 9/15/09</p>																				
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda          Cinder Block Building          801 Fairmont Avenue, Winchester VA</p>	<p>Job Order Expiration Date / Fecha de expiración: 10/01/08</p>	<p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo          From/ Desde: 08/15/09 To / Hasta 11/06/09</p>																				
<p>(see attachment / para más detalles vea 1)</p>	<p>7. No. of Worker's Requested / No. de Trabajadores Pedidos 15</p>	<p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena</p> <table border="1"> <tr> <td>Sunday / Domingo</td> <td></td> <td>Wednesday / Miércoles</td> <td>8</td> </tr> <tr> <td>Monday / Lunes</td> <td>8</td> <td>Thursday / Jueves</td> <td>8</td> </tr> <tr> <td>Tuesday / Martes</td> <td>8</td> <td>Friday / Viernes</td> <td>8</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sabado</td> <td>4</td> </tr> <tr> <td colspan="2">Total:</td> <td></td> <td>44</td> </tr> </table>	Sunday / Domingo		Wednesday / Miércoles	8	Monday / Lunes	8	Thursday / Jueves	8	Tuesday / Martes	8	Friday / Viernes	8			Saturday / Sabado	4	Total:			44
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Tuesday / Martes	8	Friday / Viernes	8																			
		Saturday / Sabado	4																			
Total:			44																			
<p>4. Board Arrangements / Arreglo de Alojamiento          Employer is responsible for making arrangements for feeding worker or provide kitchen for cooking.</p>	<p>9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:          Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>          Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>(see attachment / para más detalles vea 3)</p>																				
<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos          The employer or agent agrees to interview referrals from all sources. Employer's agent agrees to interview all US workers referred by the VEC local or by supply states who have been screened by such employment services for :1) Availability for the entire season. 2) Have transportation to the job site. 3) Have been fully apprised by the employment office of the terms, conditions and nature of employment.</p>	<p>9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:          Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>          Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>(see attachment / para más detalles vea 3&amp;4)</p>																				
<p>10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]          Pick apples from trees and, when necessary, pick from ladders ranging up to 24 ft in length. The average length of a ladder runs from 16' to 24' and the average weight is approximately 50 lbs. Fruit picked must be placed in picking bags or buckets, which are 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 releasing 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. Primary duty will be to harvest fruit, however, other harvest duties may be offered including related tasks involving the operation of tractors or hand operated equipment at the pay rate of \$9.34 per hour.</p>	<p>9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:          Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>          Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>(see attachment / para más detalles vea 4)</p>																				
<p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]          Recoger manzanas de los arboles desde el piso y utilizando escaleras que pueden variar en altura con un maximo de 24 pies. La altura promedio de las escaleras varia desde los 16 pies hasta los 24 pies con un peso aproximado de 50 libras. Las frutas recogidas deben ser puestas en bolsas o cubetas, los cuales se llevan colgando en el cuerpo con cintas de hombros y pueden llegar a pesar entre 30 y 50 libras cuando estan llenos. Una vez que las bolsas o cubetas estan llenas con frutas deben ser vaciados en un contenedor de madera ubicado en el campo utilizando una abertura en el fondo de las bolsas o cubetas de colección. Los trabajadores pueden ser requeridos a recoger todas las frutas de un arbol o recoger aquellas frutas que hayan quedado en el arbol luego de la primera recogida. La primera responsabilidad sera recoger las manzanas de los árboles, sin embargo, otras actividades envueltas en la recogida de frutas pueden ser ofrecidas a algunos de los trabajadores, incluyendo, la conducción de tractores u otro tipo de equipo operado manualmente con un pago de \$9.34 por hora.</p>	<p>10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]          Pick apples from trees and, when necessary, pick from ladders ranging up to 24 ft in length. The average length of a ladder runs from 16' to 24' and the average weight is approximately 50 lbs. Fruit picked must be placed in picking bags or buckets, which are 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 releasing 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. Primary duty will be to harvest fruit, however, other harvest duties may be offered including related tasks involving the operation of tractors or hand operated equipment at the pay rate of \$9.34 per hour.</p> <p style="text-align: right;">\$ 8.26 <del>9.98</del> CB</p>	<p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]          Recoger manzanas de los arboles desde el piso y utilizando escaleras que pueden variar en altura con un maximo de 24 pies. La altura promedio de las escaleras varia desde los 16 pies hasta los 24 pies con un peso aproximado de 50 libras. Las frutas recogidas deben ser puestas en bolsas o cubetas, los cuales se llevan colgando en el cuerpo con cintas de hombros y pueden llegar a pesar entre 30 y 50 libras cuando estan llenos. Una vez que las bolsas o cubetas estan llenas con frutas deben ser vaciados en un contenedor de madera ubicado en el campo utilizando una abertura en el fondo de las bolsas o cubetas de colección. Los trabajadores pueden ser requeridos a recoger todas las frutas de un arbol o recoger aquellas frutas que hayan quedado en el arbol luego de la primera recogida. La primera responsabilidad sera recoger las manzanas de los árboles, sin embargo, otras actividades envueltas en la recogida de frutas pueden ser ofrecidas a algunos de los trabajadores, incluyendo, la conducción de tractores u otro tipo de equipo operado manualmente con un pago de \$9.34 por hora.</p> <p style="text-align: right;">\$ 8.26 <del>9.98</del> CB</p>																				

C-09182-20114

DSK

(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.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
			Pagos Especiales (Bono, ect.)				
Apple Picking	<del>\$ 9.34</del> \$ 8.26 <sup>cs</sup>	\$ .62		Social	**		Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	**		Bi-weekly / cada 2 sem. X
	\$	\$		State Tax Impuestos Estatales	**		
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)/ Otro		X	Other / Otro

More Details About the Pay/Más Detalles Sobre el Pago

\*\* If applicable, excludes H2A workers.

(see attachment / para más detalles vea 2)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)

(see attachment / para más detalles vea 2)

13. Is it the prevailing practice to use Fam 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  No  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  No

15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes  No

16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes  No

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/Ninguno

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/Ninguno

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 100 Premier Place Winchester, VA 22602 540 722-3415

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono)  
Mac Munoz 540 722-3415

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. Certification 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  
*Chau Grams* 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

*DLK*

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).

Item 3. Workers will be housed without charge in facilities of the Frederick County Fruit Growers' Association at 801 Fairmont Avenue, Winchester, Virginia or housing owned or leased by the Frederick County Fruit Growers' Association or housing owned by the employer. All housing complies with applicable Federal housing regulations.

Item 4. Employer is responsible for making arrangements for feeding workers or provide kitchen for cooking. Worker will purchase and prepare meals in designated kitchen unless a dining hall is available. The charge for three meals per day must not exceed the cost to provide said meals. Meals will be available on a weekly basis in the central dining hall at a cost of \$9.90 per day, which amounts to \$69.30 per week. Varied nutritional menus each day consist of two hot meals and a packed lunch. Individual workers are fed in the central dining hall. Due to health and safety regulations, no cooking will be permitted in rooms. Workers who decide not to eat in the central dining hall must notify the Frederick County Fruit Grower's office a week in advance so the meal charges will not be deducted from their pay.

Item 5. Referral of individuals shall be made through the Winchester Office of the Virginia Employment Commission in order to ascertain current employment, crop and housing information and to enable proper arrangements to be made. It will be the responsibility of the applicant holding office to inform applicants of the terms and conditions of the Clearance Order. When possible, a translator will be made available. The employer will be available for interviews, walk-ins are welcome, between the hours of 9 A.M. and 4 P.M. Monday through Friday, at Echo Lane, Winchester, VA or call 540 667-3390. The Frederick County Fruit Growers Association as agent may assist in this process.

The Job Order does not constitute an agreement or contract between the employee and the employer until such time the employee has actually worked and has been placed on the payroll of the employer.

Employer agrees to provide each worker hired under this Clearance Order, no later than the first day of work, a copy of the complete work contract between the employer and the worker.

Item 8. Workers 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. When necessary, fruit may be picked from 16-24 foot ladders or 10-12 foot stepladders. All fruit must be picked and handled carefully to avoid bruising for fresh market. Workers may be required to selectively pick according to the size and state of maturity of fruit as directed by the employer or supervisor. When picking fruit the

worker will be expected to pick bruise free to meet fresh market requirements. The definition of bruise free picking is the U.S.D.A. Standard for U.S. Extra Fancy Grade Packing Fruit. Peaches and some apple varieties, such as Ginger Gold, require special care when picking due to their extremely light/thin skin. All fruit must be picked into picking bags or buckets, which are attached to the body with a shoulder harness and weigh approximately 30-50 pounds when full. When filled with fruit, the bags or buckets must be carefully emptied into field bins by releasing an opening at the bottom of the bag or bucket. 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.

Additional harvest related duties may be offered including related tasks involving the operation of tractors or hand operated equipment. Individual workers are supervised by the employer or his agent, who provides daily transportation, training, job instruction and who keeps payroll records.

~~Job performance requires visualization of fruit size and coloration (spatial perception) and the ability to identify size, shape, cuts and surface defects (form perception) when harvesting fruit. Removal of unbruised fruit (with reach, lift and twist) from branch with stem attached, requires eye-hand coordination and manual dexterity. Eye-hand-foot coordination is required for balance and ladder climbing to ensure safety and efficiency. Color matching (color discrimination) is needed to identify fruit color requirement specified by supervisor.~~ CB

The employer or employer's agent will demonstrate to the worker proper picking or process in techniques and will periodically monitor the worker's performance. Additional instruction will be provided as necessary during the 24 hour training period. The employer maintains the right to dismiss a worker who, after the 24 hour training period, continues to exhibit, upon inspection, excess bruising.

The employer maintains the right to refuse to accept an obviously unqualified worker or to discharge a malingering or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the job.

All tools, supplies and equipment to perform the duties assigned to the worker will be provided by the employer without charge, including deposit charge.

All terms and conditions included in the Clearance Order will apply equally to all workers, domestic and foreign, employed under this Clearance Order.

Item 11. The employer agrees to guarantee all workers employed in the 2009 season a minimum of ~~\$9.34~~ per hour, which is the Adverse Effect Wage Rate, or the prevailing hourly rate as established by the Department of Labor. Other harvest related duties, which may be offered, will be paid at the hourly rate of ~~\$9.34~~ per hour. If a higher or lower minimum wage standard applicable to the employment covered by the Clearance Order is promulgated during the period of employment covered by the Clearance Order,

\*  
\$8.26

1  
\$8.26

DK

the higher, or, at the discretion of the employer, lower, wage standard will apply to employment beginning on the effective date of any such new wage standard.

The employer guarantees to offer the worker employment for at least three fourths of the work days of the total period of employment and all extensions thereof are in effect beginning with the first work day after the arrival of the worker at the place of employment and ending on the termination date specified in the Clearance Order or in its extension if any. The worker is covered by worker's compensation, which is provided by the employer.

Workers are paid weekly by individual check. The employer will furnish to each worker on payday an itemized accounting of earnings and of all legal and authorized deductions. The employer is subject to federal minimum wage laws.

Item 12. The employer agrees to reimburse individual workers for reasonable transportation expenses and no less than \$9.90 per day for subsistence expenses from the worker's place of recruitment to Winchester, Virginia, who continues under employment for a period of fifteen (15) consecutive days, or 50% of the employment period, whichever is shorter. Those workers paying the transportation and reasonable subsistence expenses from the place of recruitment to Winchester, Virginia who are unable to complete the minimum for legitimate medical reasons sustained or contracted after arrival, shall also be reimbursed for the same. If, before the expiration date specified in the work contract, services of the worker are no longer required for reasons beyond the control of the employer due to fire, hurricane or other act of God, which makes the fulfillment of the contract impossible, the employer may terminate the work contract. In the even of such termination of a contract, the employer shall fulfill the three-fourths guarantee for the time that has elapsed from the start of the work contract to its termination. In such cases the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not affected, the employer shall:

- (i) Offer to return the worker, at the employer's expense, to the place from which the worker, disregarding intervening employment, came to work for this employer.
- (ii) Reimburse the worker for full amount of any deductions made from the pay by the employer for transportation and subsistence expenses to the place of employment, and

- (iii) Notwithstanding whether the employment has been terminated prior to completion of 50% of the work contract period originally offered by the employer, pay the worker for costs incurred by the worker for transportation and daily subsistence from the place from which the worker, without intervening employment, has come to work for the employer to place of employment. The amount of transportation payment shall be no less (and shall not be required to be more) than the most economical and reasonable similar common carrier transportation charges for the distances involved.

In case of a legitimate medical termination or in case of termination as a result of an act of God, as certified by the Regional Administrator, the employer will also provide or pay the cost of return transportation and subsistence enroute from 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. The employer shall provide living accommodation and subsistence for the worker from the date of termination of work opportunity, other than for cause, until pursuant to arrangements made by the employer, the worker leaves the place of employment for his return journey to the place of his recruitment. If the worker completes his employment, the employer will 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, in any case, reimbursement will not exceed inbound cost. If the worker voluntarily abandons his employment, or is terminated for cause prior to completion of the period of employment, 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 Commission.

Transportation from the worker's on-the-job site living quarters to the place of where the work is to be performed will be provided by the employer without cost to the worker.

The employer shall provide a suitable burial for the worker if he or she dies during the continuance of the worker's employment hereunder, or in lieu thereof at the request of the next of kin, pay the cost involved in the preparation and transportation of the deceased to the place of origin.

I, FRUIT HILL ORCHARDS, as the employer agree to abide by the regulations at 20CFR 655.103, Assurances and 20CFR 653.501.

I hereby request permission for conditional entry into the intra/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance in 2008, but because of disuse, cannot meet applicable standards at this time.

As a condition to placing my job order into clearance I, certify that 30 days prior to occupancy my housing will meet standards of the U.S. Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or U.S. Employment and Training Administration to inspect the housing I am offering at a reasonable time to verify its condition.

I expect my housing to be occupied by

Carol Bruke  
Agent

6/29/09  
Date

[Signature]  
E.S. Representative

6/29/09  
Date

#### Recruitment Plan 2009

Regulations require recruitment to be done "to an extent no less than that of non-H-2A agricultural employers of comparable or smaller size, in the area of employment."

Based on information received from the Virginia Employment Commission staff and area non-H-2A agricultural employers, the general recruitment policies are:

Either contact last year's workers and/or crewleaders or are contacted by those workers and/crewleaders.

Those growers who use crewleaders work with the same people yr to year. Some growers place an ad in the local newspapers

Based on this information, we are submitting the following plan:

1. Last year's workers and/or crewleader are being/will be contacted.
2. Employment Service office in labor surplus areas, as designated by DOL, are being/will be contacted.
3. Large ads will be placed in two area newspapers.
4. Regular contact will be kept with local and state employment offices.
5. New sources of labor will be explored as information is received.

**Total # Workers on This Request 15 Total # of Labor Force Required 15.**

**Employer's Statement Pursuant to 20 CFR Section 655.101 (a) (2)**

The undersigned employer, pursuant to 20 CFR Section 655.101 (a) (2), does hereby authorize the Frederick County Fruit Growers Association, Inc., to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent is specifically authorized to make hiring commitments on my behalf; provided however, that my agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As employer, I assume full responsibility for the accuracy of the Application, for all representations made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

Employer Signature: *Dave Kravis Fruit Hill Orchard* Date: 6/29/09

The Frederick County Fruit Growers Association, Inc, does hereby certify that is acting only as agent for the above employer/member with respect to its Temporary Alien Agricultural Labor Certification Application. Frederick County Fruit Growers Association, Inc., is neither the employer or a joint employer of the workers requested, and the individual employer/member above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that Frederick County Fruit Growers Association, Inc. has been specifically authorized to make hiring commitments on behalf of the employer/member.

Frederick County Fruit Growers Association, Inc., Agent

By: *Carol Burke* Date: 6/29/09

Virginia Employment Commission  
Winchester Local Office

Estado de Virginia Comision de Empleo  
La Oficina Local de Winchester

Summary of Employment Conditions  
Specified on Job Order

Sumario de las Condiciones de Empleo Que Son  
Especificadas en el Orden de Trabajo

- Order Number: VA
- Name of Employer: Fruit Hill Orchard
- Location of Employer and Directions:  
Route 522 North, 2 miles West of Winchester
- Period of Employment:  
From 08/15/09 To 11/06/09
- Work Schedule: 8 hours per day, 5 days per week  
Plus 4 hours on Saturday
- Crop and Pay:

Crop:	Apples
Hourly Wage:	<del>\$9.34</del> <b># 8.26</b> <i>7.25 CB</i>
Unit of Production	2419 Cu In Bx
Piece Rate	= 1 1/8 US Bu
Piece Rate	\$ .62 per box
Estimated Hourly Wage	<del>\$9.34</del> <b># 8.26</b>

Piece rate to generate at least the current adverse effect wage rate, if any. Those workers unable to earn the equivalent of the adverse effect wage rate by the end of the 24-hour training period may be terminated. Worker's earnings are based on a piece rate.  
Bonus: See item 9 of Job Order

- Work Tasks To Be Performed:

Regular: Pick apples using ladders and picking bags. Spot or strip picking as instructed by employer or supervisor. Alternate tasks and pay during first week in case of crop Delay. (See Item 12)

None

- Transportation Provided: From Labor Camp to Orchard and Return X Yes      No

- Numero de el Orden: VA
- Nombre Del Empleador: Fruit Hill Orchard
- Lugar y Direccion del Empleador:  
Route 522 Norte, 2 millas oeste de Winchester
- Periodo de Empleo:  
Del 08/15/09 Al 11/06/09
- Horario de Trabajado: Horas por dia 8, numero de dias por semana 5 y 4 horas Sabado
- Cosecha Y Pago:

Cosecha	Manzanas
Sueldo Por Hora	<del>\$9.34</del> <b># 8.26</b> <i>7.25 CB</i>
Unidad de Produccion:	2419 Cu In Bx
	= 1 1/8 US Bu
Pago por Unidad	\$ .62 por caja

Calculo anticipado de las ganancias por hora ~~\$9.34~~ **# 8.26**  
Tarifa por destajo garantiza un salario no menor que el en efecto, si hay uno. Los trabajadores ganando menos que el salario efectivo a fines de las 24 horas de entrenamiento podran ser despedidos. Las ganancias estan basadas en la tarifa por destajo.  
Pago adicional: (Vea Numero 9 en la Orden de Trabajo)

- Labores a Desempenar en el Trabajo:

Normales: Piscar manzanas trabajando en escaleras y llevando cubo. Piscar toda o seleccionar siquiendo instrucciones del patron. Labores alternativas y pago por la primera semana en caso de demora en la cosecha. (Vea Numero 12 en la Orden):

Ninguno

- Transportacion Provista: Del Encampamento a la huerta y Vuelta X Yes      No

9. Housing can Accommodate 1044 People  
 Individuals  
 Families

10. Meals: (Central Mess)

Provided:  Yes  No

If yes: Cost per day \$9.90  
(See item 13 in Job Order)

Workers may do their own cooking:

Yes  No

11. Deductions:

Type	Amount
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Social Security	<u>X</u>
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Income Tax	<u>X</u>
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Meals: See Paragraph 13 of Job Order

Transportation	<u>None</u>
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Tools/Equipment	<u>None</u>
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Crew leader Charges	<u>None</u>
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12. Notes to Workers:

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

The employer has guaranteed your first week's wages unless he/she notifies this Job Service of a later starting date by 08/10/09.

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

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

During the period 08/03/09 to 08/10/09  
Any Job Service office will assist you in doing this.

9. Vivenda Disponible Para 1044 Personas  
 Individuos  
 Familias

10. Comidas Provistas: (Cocina)

Si  No

Si so provistas, el costo por dia es \$9.90  
(Vea Numero. 13 en la Orden de Trabajo)

Los trabajadores tienen que cocinar sus comidas:

Yes  No

11. Deduccions:

Clase	Cantidad
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Seguro Social	<u>X</u>
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Impuestos Sobre Ingresos	<u>X</u>
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Comidas: Vea Numero 13 en la Orden de Trabajo

Transportacion	<u>No</u>
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Herramientas/Maquinaria	<u>No</u>
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Suma Cobrada por el Contratista de Trabajadores Agricolas	<u>Nada</u>
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12. Notas Para los Trabajadores:

Una copia del orden completa esta disponible en la oficina par su inspeccion:

El empleador ha 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 sea a mas a tardar el 08/10/09.

Para que Ud. pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con:

Virginia Comision de Empleo  
100 Premier Place  
Winchester, VA 22602  
540-722-3415

Durante el periodo del 08/03/09 al 08/10/09  
Cualquier Oficina del Servicio de Empleos le asistira.

DSK

**Virginia Employment Commission  
Community Services for Frederick and Clarke Counties**

**Maintains Health Clinic at the  
Frederick County Fruit Growers  
Labor Camp, 801 Fairmont Ave.  
Winchester, Virginia.**

Shenandoah Valley Medical Sys  
P.O. Box 3236  
Martinsburg, WV 25401  
540 722-2369

**Administers Programs in the  
Prevention of Tuberculosis &  
Venereal Disease. Medical  
Services & Advice for Expect-  
ant Mothers and Newborns.**

Winchester/Frederick County  
Health Department  
150 Commercial Street  
Winchester, VA 22601  
540 722-3470

Clarke County  
Department of Health  
21 S. Church Street  
Berryville, VA 22611  
540 955-1033

**Available For a Full  
Range of Medical Services**

Winchester Medical Center  
1840 Amherst Street  
Winchester, VA 22601  
540 722-8000

**Provides Medical Assistance**

Free Clinic  
E. Cork Street  
Winchester, VA 22601  
540 662-4067

**Provides Day Care Assistance**

U. S. Department of Labor  
Winchester Migrant Head Start  
100 Pegasus Court, Suite 102  
Winchester, VA 22602  
540 662-4357

**These Agencies May  
Provide Meals/Overnight  
Lodging & Other Emergency  
Assistance.**

Salvation Army  
300 Fort Collier Road  
Winchester, VA 22602  
540 667-4777

Winchester Rescue Mission  
301 N. Cameron Street  
Winchester, VA 22601  
540 667-8460

C-CAP  
415 N. Cameron Street  
Winchester, VA 22601  
540 662-4318

**Provides Food Pantry  
Housing Assistance and  
Other Emergency Services**

**May Provide Legal  
Assistance to Worker**

The VA Justice Center  
for Farm & Immigrant Workers  
Charlottesville, VA 22902  
800 763-7323

**Provides Services to Qualifying  
Persons & Refers to Support Svcs**

Winchester Dept Social Services  
33 E. Boscawen Street  
Winchester, VA 22601  
540 662-3807

Northern Shenandoah Valley  
Immigrant Resource Center  
300 Fort Collier Road  
Winchester, VA 22603  
540 476-0635

Clarke County Social Services  
32 E. Main Street  
Berryville, VA 22611  
540 955-3700

**Area Education Departments**

Migrant Education  
100 Cedarmeade Avenue  
Winchester, VA 22601  
540 662-7656

Frederick County Schools  
1415 Amherst Street  
Winchester, VA 22601  
540 662-3888

Clarke County Public Schools  
309 W. Main Street  
Berryville, VA 22611  
540 955-6102

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

**These Agencies Also Provide  
Assistance to Workers**

United States Dept of Justice  
Immigration & Naturalization  
Arlington, VA 22203  
202 307-1504 or 202 307-1626

VA Department of Labor  
P.O. Box 77  
Verona, VA 24482  
540 248-9280

Social Services Administration  
12 Ricketts Drive  
Winchester, VA 22601  
540 667-1512 or 800 722-1213

VA Department of Labor  
Wage & Hour Division  
201 Lee Highway  
Verona, VA 24482  
540-248-9280