

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. 107345

Extension is requested for the 1 cop(ies) of the order which is/are attached,  
dated 7/24/2009 for 36, 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.



(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) Russell Orchards, LC 435 Dehaven Drive Clearbrook, VA 22624      540 662-1000	Industry Code / Código de Industria 1111331	Job Order # / No. Orden de Empleo VA 107345															
	Occupational Title and Code / Título Ocupacional y Código Farmworker, Fruit 403-887-010 45-2092-02																
	Clearance Order Issue Date / Fecha de Tramite: 7/24/09																
2. Location and Direction to Work Site / Dirección del lugar de trabajo Rt 37 East, left on Welltown Road, right on Dehaven Drive  (see attachment / para más detalles vea )	Job Order Expiration Date / Fecha de expiración: 10/01/09																
	6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 09/01/09 To / Hasta 11/03/09																
	7. No. of Worker's Requested / No. de Trabajadores Pedidos 36																
3. Location and Description of Housing / Dirección y Descripción de la Vivienda  Cinder Block Building 801 Fairmont Avenue, Winchester VA  (see attachment / para más detalles vea 1)	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana <table border="1"> <tr> <td></td> <td>Total:</td> <td>44</td> </tr> <tr> <td>Sunday / Domingo</td> <td>Wednesday / Miércoles</td> <td>8</td> </tr> <tr> <td>Monday / Lunes</td> <td>Thursday / Jueves</td> <td>8</td> </tr> <tr> <td>Tuesday / Martes</td> <td>Friday / Viernes</td> <td>8</td> </tr> <tr> <td></td> <td>Saturday / Sábado</td> <td>4</td> </tr> </table>			Total:	44	Sunday / Domingo	Wednesday / Miércoles	8	Monday / Lunes	Thursday / Jueves	8	Tuesday / Martes	Friday / Viernes	8		Saturday / Sábado	4
		Total:	44														
	Sunday / Domingo	Wednesday / Miércoles	8														
Monday / Lunes	Thursday / Jueves	8															
Tuesday / Martes	Friday / Viernes	8															
	Saturday / Sábado	4															
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"/>																	
4. Board Arrangements / Arreglo de Alojamiento Employer is responsible for making arrangements for feeding worker or provide kitchen for cooking.  (see attachment / para más detalles vea 3)																	
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 U.S. 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.  (see attachment / para más detalles vea 3&4)																	
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 relaed tasks involving the operation of tractors or hand operated equipment at the pay rate of \$7.76 per hour. \$8.26																	
(see attachment / para más detalles vea 4)																	
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 jornal de \$7.76 por hora. \$8.26																	

C-09191-20158

(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	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES	NO	Pay Period / Periodo de Pago
	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, ect.)		SI		
Apple Picking	\$7.78 <del>15</del> 8.26	\$ .62		Social	**		Weekly / Semanal
TRACTOR DRIVING	\$7.78 <del>15</del> 8.26	\$		Federal Tax / Impuestos Federales	**		X
	\$	\$		State Tax / Impuestos Estatales	**		Bi-weekly / cada 2 sem.
	\$	\$		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&3)

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 Agricola 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. 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

*James B. Douglas* MEMBER / TREASURER

READ CAREFULLY: In view of the statutory/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 average 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 435 Dehaven Drive Clerbrook, VA or call 540 662-1000. 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

JBA

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.

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.

\$8.26 Item 11. The employer agrees to guarantee all workers employed in the 2009 season a minimum of ~~\$7.78~~ 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 ~~\$7.78~~ per hour. If a higher or \$8.26 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,

JBD

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 event 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

JBD

- (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.

JBD

I, Russell Orchard, 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 Burke  
Agent

7/9/09  
Date

[Signature]  
E.S. Representative

7/9/09  
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 36 Total # of Labor Force Required 36.**

JBD

Virginia Employment Commission  
Winchester Local Office

Virginia Comision de Empleo  
La Oficina 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: Russell Orchards LC
- Location of Employer and Directions:  
From Winchester, Rt 37 East to Welltown Road  
left on Welltown Road, 3 miles orchard on right
- Period of Employment:  
From: 09-01-09 To: 11-03-09
- Work Schedule: 8 hours per day, 5 days per week  
Plus 4 hours on Saturday
- Crop and Pay:

- Numero de el Orden: VA
- Nombre Del Empleador: Russell Orchards LC
- Lugar y Direccion del Empleador:  
From Winchester Rt 37 East to Welltown Road  
left on Welltown Road, 3 miles orchard on right
- Periodo de Empleo:  
Del: 09-01-09 A: 11-03-09
- Horario de Trabajaado: Horas por dia 8, numero  
de dias por semana 5 y 4 horas Sabado
- Cosecha Y Pago:

<u>Crop:</u>	<u>Apples</u>
<u>Hourly Wage:</u>	<del>\$7.78</del> <b>\$8.26</b>
<u>Unit of Production</u>	<u>2419 Cu In Bx</u>
<u>Piece Rate</u>	<u>= 1 1/8 US Bu</u>
<u>Piece Rate</u>	<u>\$.62 per box</u>
<u>Estimated Hourly Wage</u>	<del>\$7.78</del> <b>\$8.26</b>

<u>Cosecha</u>	<u>Manzanas</u>
<u>Sueldo Por Hora</u>	<del>\$7.78</del> <b>\$8.26</b>
<u>Unidad de Produccion:</u>	<u>2419 Cu In Bx</u>
	<u>= 1 1/8 US Bu</u>
<u>Pago por Unidad</u>	<u>\$.62 por caja</u>

Piece rage 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

Calculo anticipado de las ganancias por hora ~~\$7.78~~ **\$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 el Orden de Trabajo)

- Work Tasks To Be Performed:  
  
Regular: Pick apples from trees 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)

- Labores a Desempenar en el Trabajo:  
  
Normales: Piscar manzanas de los arboles 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 el Orden):

None

Ninguno

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

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

JBD

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
------	--------

Social Security	<input checked="" type="checkbox"/>
-----------------	-------------------------------------

Income Tax	<input checked="" type="checkbox"/>
------------	-------------------------------------

Meals: See Paragraph 13 of Job Order

Transportation	<u>None</u>
----------------	-------------

Tools/Equipment	<u>None</u>
-----------------	-------------

Crew leader Charges	<u>None</u>
---------------------	-------------

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: 08-24-09

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: 08-17-09 to 08-24-09  
Any Job Service office will assist you in doing this.

9. Vivienda 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 el Orden de Trabajo)

Los trabajadores tienen que cocinar sus comidas:

Yes  No

11. Deduccions:

Clase	Cantidad
-------	----------

Seguro Social	<input checked="" type="checkbox"/>
---------------	-------------------------------------

Impuestos Sobre Ingresos	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Comidas: Vea Numero 13 en la Orden de Trabajo

Transportacion	<u>Nada</u>
----------------	-------------

Herramientas/Maquinaria	<u>Nada</u>
-------------------------	-------------

Suma Cobrada por el Contratista de Trabajadores Agrícolas	<u>Nada</u>
---	-------------

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: 08-24-09

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: 08-17-09 al 08-24-09

Cualquier Oficina del Servicio de Empleos le asistira.

JBD

**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 Expectant 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



# VIRGINIA FARM BUREAU INSURANCE COMPANIES

Virginia Farm Bureau Mutual Insurance Company | Virginia Farm Bureau Fire & Casualty Insurance Company  
Virginia Farm Bureau Town & Country Insurance Company  
P.O. BOX 27552 RICHMOND, VIRGINIA 23261

INSURED COPY

Policy Number	Billing Date	Policy Period	Agent Code
WC 6097213-25	11/20/2008	01/03/2009 to 01/03/2010	1341

RUSSELL ORCHARDS LC  
435 DEHAVEN DR  
CLEAR BROOK VA 22624

REASON FOR THIS BILL: RENEWAL

### ACCOUNT SUMMARY

Previous Billed Amount	+ Previous Installment Amount	+ Current Charges	- Current Credits / Refunds	- Current Payments	= Account Balance	Minimum Payment
\$0.00	\$0.00	\$5,048.00	\$0.00	\$0.00	\$5,048.00	\$5,048.00
YOUR CURRENT PAYMENT PLAN IS THE: ANNUAL PLAN					Due Date:	01/03/2009
FOR ASSISTANCE, CALL YOUR COUNTY FARM BUREAU 540-869-8650 OR 1-888-236-7716						

If payment is not received by due date your policy will expire or cancel, and you will be without valuable coverage.

KEEP FOR YOUR RECORDS

TYPE POLICY: WORKERS COMP.

POLICY NO: 6097213 25

POLICY PERIOD

FROM 01/03/09 TO 01/03/10

CHECK NO: \_\_\_\_\_

AMOUNT PAID: \_\_\_\_\_

DATE: \_\_\_\_\_

RENEWAL OF POLICY WC 6097213

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
 \*\*RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON  
 01/03/09 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.  
 THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED  
 EARLIER.

POLICY NUMBER	POLICY PERIOD		COVERED BY	COVERED IN THE	CODE
	FROM	TO			
WC 6097213	01/03/09	01/03/10	VA FARM BUREAU FIRE & CASUALTY INS CO.		1341
NAMED INSURED AND ADDRESS					
ITEM 1.	RUSSELL ORCHARDS LC 435 DEHAVEN DR CLEAR BROOK VA 22624			ENTITY OF INSURED - LIMITED LIAB CO FEIN: 54-1483578 RISK ID: 450404519	

INFORMATION PAGE 1 (WC 00 00 01 A)

SEE ATTACHED SCHEDULE FOR ADDITIONAL LOCATIONS

- ITEM 2. POLICY PERIOD - 01/03/09 TO 01/03/10 12:01 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS.
- 3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: VIRGINIA
- 3B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:
- |                           |           |               |
|---------------------------|-----------|---------------|
| BODILY INJURY BY ACCIDENT | \$100,000 | EACH ACCIDENT |
| BODILY INJURY BY DISEASE  | \$100,000 | EACH EMPLOYEE |
| BODILY INJURY BY DISEASE  | \$500,000 | POLICY LIMIT  |
- 3C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE: NONE.

SEE ATTACHED SCHEDULE FOR LIST OF ENDORSEMENTS FORMING PART OF THIS POLICY. THIS POLICY INCLUDES COPYRIGHT MATERIAL OF THE NATIONAL COUNCIL ON COMPENSATION INSURANCE, INC. USED WITH ITS PERMISSION. (C) 1996 NATIONAL COUNCIL ON COMPENSATION INSURANCE, INC.

RENEWAL OF POLICY WC 6097213

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
 \*\*RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON  
 01/03/09 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.  
 THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED  
 EARLIER.

POLICY NUMBER	POLICY PERIOD		COVERED BY	COVERAGE IS PROVIDED IN THE	CODE
	FROM	TO			
WC 6097213	01/03/09	01/03/10	VA FARM BUREAU FIRE & CASUALTY INS CO.		1341
NAMED INSURED AND ADDRESS					
RUSSELL ORCHARDS LC 435 DEHAVEN DR CLEAR BROOK VA 22624			ENTITY OF INSURED - LIMITED LIAB CO		

INFORMATION PAGE 2 (WC 00 00 01 A)

ITEM 4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

\*\* SCHEDULE OF OPERATIONS \*\*

LOC ST NO.	CODE NO.	TYP RSK	CLASSIFICATIONS	EST. TOTAL ANNUAL REMUN.	RATE PER \$100 REMUN.	EST. ANNUAL PREMIUM
VA 001	0016		FARM; ORCHARD & DRIVERS	108,916	3.85	\$4,193
	8810		CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.19	0
SUB-TOTAL						4,193
	9898		EXPERIENCE MOD, EFF 01/03/09, USING FACTOR		1.16	671
	0900		EXPENSE CONSTANT			140
	9740		TERRORISM RISK INS. REAUTH.ACT ENDT	108,916	.04	44
MINIMUM PREMIUM			\$670	TOTAL ESTIMATED STANDARD PREMIUM		\$5,048

RENEWAL OF POLICY WC 6097213

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
 \*\*RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON  
 01/03/09 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.  
 THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED  
 EARLIER.

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	CODE
FROM	TO			
WC 6097213	01/03/09	01/03/10	VA FARM BUREAU FIRE & CASUALTY INS CO.	1341
NAMED INSURED AND ADDRESS				
RUSSELL ORCHARDS LC 435 DEHAVEN DR CLEAR BROOK VA 22624			ENTITY OF INSURED - LIMITED LIAB CO	

SCHEDULE PAGE 1

\*\* ADDITIONAL LOCATIONS \*\*

LOCATION NUMBER	ADDRESS
001	202 ACRES ON EAST & WEST SIDES OF ROUTE 661, 3 MILES NORTH OF WINCHESTER, VIRGINIA
002	94 ACRES ON NORTH & SOUTH SIDES OF ROUTE 671, 3 MILES WEST OF INTERSECTION WITH ROUTE 11 NORTH
003	40 ACRES ON EAST SIDE OF ROUTE 739, 1 MILE SOUTH OF WHITE- HALL, VIRGINIA

RENEWAL OF POLICY WC 6097213

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
 \*\*RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON  
 01/03/09 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.  
 THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED  
 EARLIER.

POLICY NUMBER	POLICY PERIOD		COVERED BY	CODE
	FROM	TO		
WC 6097213	01/03/09	01/03/10	VA FARM BUREAU FIRE & CASUALTY INS CO.	1341
NAMED INSURED AND ADDRESS			ENTITY OF INSURED - LIMITED LIAB CO	
RUSSELL ORCHARDS LC 435 DEHAVEN DR CLEAR BROOK VA 22624				

SCHEDULE PAGE 2

\*\* E N D O R S E M E N T S C H E D U L E \*\*

ST	NUMBER	DESCRIPTION
VA	WC 00 03 08	PARTNERS, OFFICERS AND OTHERS EXCLUSION END (4-84)
VA	WC 00 00 00 A	WORKERS COMP & EMPLOYERS LIAB. POLICY (04-92)
VA	WC 45 06 02	VIRGINIA AMENDATORY ENDORSEMENT (07-93)
VA	WC 00 04 22 A	TERRORISM RISK INS REAUTHORIZATION ACT ENDT(09-08)