VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 6/16/2009

Florida	X	North Carolina	X	Kentucky	X	Pennsylvania	X
Texas	X	South Carolina	X	West Va.	X	Maryland	X
Georgia	X	Puerto Rico	X	Delaware	X	Other	Alabama

FROM: Rural Services Manager
Virginia Employment Commission
P. O. Box 1358
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. 134932

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 6/16/2009 for 8 (No. of Openings), Farmworker, Fruit 45-2092-02 (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle 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)
William L. Whitacre
P.O. Box 657
Cross Junction, VA 22625 540 888-4329

Industry Code / Código de Industria: 111331
Job Order # / No. Orden de Empleo: 134932
Occupational Title and Code /Título Ocupacional y Código: Farmworker, Fruit 403.687-010
Clearance Order Issue Date / Fecha de Tramite: 6/16/09

2. Location and Direction to Work Site / Dirección del lugar de trabajo
Frederick County in the state of Virginia
Route 522 North, right on to Cross Juntion Road Rt 693

(see attachment / para más detalles vea _____)

Job Order Expiration Date / Fecha de expiración: 08/16/09 8/16/09

6.Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 07/16/09 To / Hasta 11/13/09

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 8

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Mobile Homes
Old Mill Lane, Cross Junction, VA

(see attachment / para más detalles vea 1)

8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena

		Total:	44
Sunday / Domingo		Wednesday / Miercoles	8
Monday / Lunes	8	Thursday / Jueves	8
Tuesday / Martes	8	Friday / Viernes	8
		Saturday / Sabado	4

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:
Employer / El Empleador Yes ☐ No ☒
Local Office/Oficina Local Yes ☐ No ☒

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 1)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos
Referral of individual(s) shall be made through the Winchester Office of the Virginia Employment Commission.

(see attachment / para más detalles vea 1)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]
Perform general ochard activities including driving a tractor, spraying pesticides, pruning, harvesting and canning of crops to include pecaches, apples, and vegetables

(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]
Trabajar en huerta, manejar tractor, rociada pesticidas, podar, consecha manzana, durazno y vegetals

ETA 790 (Rev. July 2004)

C-09152-19801

(see attachment / para más detalles vea _____)

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (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 / Deducciónes	YES SI	NO	Pay Period Periodo de Pago
Peach Picking	$ 7.78	$		Social	**		Weekly / Semanal
Peach Pruning	$ 7.78	$		Federal Tax Impuestos Federales	**		X
Apple Picking	$ 7.78	$ .62		State Tax Impuestos Estatales	**		Bi-weekly / cada 2 sem.
Picking Vegetables	$ 7.78	$		Meals (comidas)		X	
Cannery Work	$ 7.78	$		Other (specify)/ Otro		X	Other / Otro

More Details About thePay/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 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 Agicolas 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. Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Título del Empleador

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

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 obligagation to reply to these requrements 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 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 these meals per day must not exceed the cost to provide said meals. Meals will be available on a weekly basis in the central dinning 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 Growers'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 between the hours of 9 A.M. and 4 P.M. Monday through Friday. The Frederick County Fruit Growers Association as agent may assist in this process.

walkins are welcome 9-4 M-F 212 Cross Junction Rd Cross Junction, VA or call 540 888 4325

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 step ladders. 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 the 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.

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 malingerer 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 al workers, domestic and foreign, employed under this Clearance Order.

Item 11. The employer agrees to guarantee all worker employed in the 2009 season a minimum of $7.78per hour, which is the Default 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 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, 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 les 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.

(iiii) The employer shall provide a suitable burial for the worker if he or she dies during the continuance of the worker's employment, 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.

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.

I, Lisa W. Johnson, 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	5/29/09
Agent	Date
[illegible]	5/29/09
E.S. Representative	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 year 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 08 Total # of Labor Force Required 08.

Virginia Employment Commission
Winchester Local Office

Summary of Employment Conditions Specified on Job Order

1. Order Number: 134932
2. Name of Employer: William L. Whitacre
3. Location of Employer and Directions:
   From Winchester, Rt 522 North 20 miles to right on Rt 695, ½ mile on right.
4. Period of Employment:
   From 07/15/09 To 11/13/09
5. Work Schedule: 8 hours per day, 5 days per week.
6. Crop and Pay:

Crop:	Peaches and Early Apples
Hourly Wage:	$7.78
Unit of Production Piece Rate	
Piece Rate	.62
Estimated Hourly Wage	$7.78

7. Work Tasks To Be Performed:

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

   None

8. Transportation Provided: From Labor Camp to Orchard and Return X Yes ___No
9. Housing can Accommodate 14 People

   X Individuals
   _ Families

10. Meals: (Central Mess)

Provided: __Yes X No

If yes: Cost per day $9.52
(See item 13 in Job Order)

Workers may do their own cooking:

X Yes ___No

Virginia Comision de Empleo
La Oficina de Winchester

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

1. Numero de el Orden: 134932
2. Nombre Del Empleador: William L. Whitacre
3. Lugar y Direccion del Empleador:
   De Winchester, Rt 522 Norte 20 millas a la Derecha en Rt 695, ½ milla a la derecha.
4. Periodo de Empleo:
   Del 07/15/09 Al 11/13/09
5. Horario de Trabajado: 8 horas por dia. numero de dias: 5 dias por semana.
6. Cosecha Y Pago:

Cosecha	Manzanas y Duraznos
Sueldo Por Hora	$7.78
Unidad de Produccion:	
Pago por Unidad	.62

Calculo anticipado de las ganancias por hora $7.78.

7. Labores a Desempenar en el Trabajo:

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

   Ninguno

8. Transportacion Provista: Del Encampamento al la huerta y Vuelta X Yes ____No
9. Vivenda Disponsible Para 14 Personas

   X Individuos
   _ Familias

10. Comidas Provistas: (Cocina)

    ____Si X No

    Si so provistas, el costo por dia es $9.52
    (Vea Numero. 13 en el Orden de Trabajo)

    Trabajadores tienen que cocinar sus comidas
    X Si ___ No

11. Deduccions:

Clase	Cantidad
Seguro Social	X

8

11. Deductions:

Type	Amount
Social Security	X
Income Tax	X
Meals: See Paragraph 13 of Job Order	
Transportation	None
Tools/Equipment	None
Crew leader Charges	None

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 07/05/09.

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 07/05/09 to 07/10/09
Any Job Service office will assist you in doing this.

Impuestos Sobre Ingresos	X
Comidas: Vea Numero 13 en el Orden de Trabajo	
Transportacion	Nada
Herramientas/Maquinaria	Nada
Suma Cobrada por el Contratista de Trabajadores Agricolas	Nada

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 07/05/09.

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 de 07/05/09 al 07/10/09.
Cualquier Oficina del Servicio de Empleos le asistira.

8

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

FREDERICK COUNTY FRUIT GROWERS' ASSOCIATION, INC.

P.O. BOX 2735 – PHONE 667-1396
WINCHESTER, VIRGINIA 22604
HOME OF
SHENANDOAH APPLE BLOSSOM

June 10, 2009

Mr. Robert E. Myers
Certifying Officer
Employment and Training Administration
Chicago Processing Center
844 N. Rush Street
12th Floor
Chicago, Illinois:

Dear Mr. Myers:

In reference to your letter of June 8, 2009, the following modifications have been made on Form 790 and Form 9142 for William L. Whitacre.

Number 1 Inconsistent Applications

A Form 9142 Part B Number 6 – Changed ending date to 11/13/09

B Attachment 1 to Form 790 Item 4 – Deleted all but first two sentences – Item 4 will be: 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 provided.

C Form 9142 – Part G number 1 - marked through .62 and wrote in $7.78

D As much as possible of Item 10 of Form 790 is now added on Form 9142 Part F number 5. The rest of Item 10 of Form 790 is included with Form 9142 as an attachment

Number 2 Incomplete Application

A Form 9142 Part F (c) Frederick was added to the address

B Form 9142 Part F © added 212 Cross Junction Road to address

Number 3 Untimeliness

B of Form 9142 Item 5 changed beginning date to 7/16/09. Form ETA 790 Item 6 changed beginning date to 7/16/09

Number 4 – Referral of U. S. Workers

ETA Form 790 and ETA Form 790 Item 5 and Attachment No. 1 – Added: The employer will be available for interviews, walk in's are welcome, between the hours of 9 A.M. and 4 P. M Monday through Friday at 212 Cross Junction Road, Cross Junction, Virginia or call kl540-888-4329.

If any further information or modification is needed, please let me know.

Sincerely,

Carol Burke

Carol Burke,
Agent