# VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 1/3/2007

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 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. VA 6123164

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

dated 1/3/2007 for 45 (No. of Openings), Farmworker, Fruit II 403-687-010 (Occupational Title and Code)

to be sent to the offices of your choice.

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

Michelle C Abraham
(signature)

* * * * * * * * * * * * * * * * * * * * * * * * *

DATE _____

The above request has been reviewed and action taken as indicated below:

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

_____
(signature)

**Agricultural and Food Processing Clearance Order**
**Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

**U.S. Department of Labor**
**Employment and Training Administration**

O.M.B. Approval No. 1205-0134, Expires 08/31/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)
Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)
Mt. Clifton Fruit Company, LLC; 17581 Mechanicsville Road, Timberville, VA 22853; (540) 896-3079

Industry Code / Código de Industria: 0175
Job Order # / No. Orden de Empleo: VA6123164
Occupational Title and Code /Titulo Ocupacional y Código: FRUIT FARM WORK II 403.687010
Clearance Order Issue Date / Fecha de Tramite: 1/3/07
Job Order Expiration Date / Fecha de expiración: 07/07/07

2. Location and Direction to Work Site / Dirección del lugar de trabajo
Location: 17581 Mechanicsville Road, Timberville, VA 22853
I-64 to I-81, exit 264 onto SR 211 (W. old Cross Rd), proceed approx 6 miles, right onto SR 42 (S. Main St). Keep straight on Main St, take left onto Orchard Drive. Proceed approx .2 miles bear right on SR 614.
(see attachment / para más detalles vea ____)

6.Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 03/01/07 To / Hasta 11/12/07

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 45

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
Holmans Creek Camp - 950 Pinewoods Road, Quicksburg, VA 22847 - block building -space for 45
Mason Camp - 16543 Bowman Orchard Lane, Timberville, VA 22853 - block building - space for 50
Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Has complete furnishings with appliances. Worker will be responsible for maintaining housing in a neat and clean manner. Reasonable repair cost of damage, other than that caused by normal wear & tear, will be deducted from the earnings of worker who is found to be responsible for damage to housing and/or furnishings. Housing & utilities are provided at not cost to workers who are unable to return to their place of residence the same day. See Attachment 1 Item 3 & Attachment 2
(see attachment / para más detalles vea ____)

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

| | | | |
|---|---|---|---|
| | | Total: | 40 |
| Sunday / Domingo | | Wednesday / Miercoles | 7 |
| Monday / Lunes | 7 | Thursday / Jueves | 7 |
| Tuesday / Martes | 7 | Friday / Viernes | 7 |
| | | Saturday / Sabado | 5 |

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
Workers will purchase ingredients and prepare own meals. Employer will furnish free & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & serving utensils at no cost to the workers. Employer will provide transportation to assure workers access to stores where one can purchase groceries if the employer is providing cooking & kitchen facilities.
(see attachment / para más detalles vea ____)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos
The referral under this job order is to be made to the local Virginia Employment Commission utilizing the America's Job Bank for out-of-state referrals. The address of that office is Virginia Employment Commission;100 Premier Place, Winchester, VA 22601; Telephone: (549) 722-3415
(see attachment / para más detalles vea ____)

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box]
To perform orchard activities including tilling soil, planting trees, weeding, pruning, cultivating, picking and spraying. To assist in frost control, irrigation, building of fruit tree trellises, repairing fences, and loading & unloading of trucks along with all other duties associated with crop production and harvest. (continued - See Attachment 1 Item 10)
(see attachment / para más detalles vea ____)

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]
(see attachment / para más detalles vea ____)

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y 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 |
|---|---|---|---|---|---|---|---|
| Pruning Apple Trees | $ 8.51* | $ $1.45 per tree | | Social | | X | Weekly / Semanal X |
| Picking Apples - Golden Delicous | $ 8.51* | $ | | Federal Tax Impuestos Federales | | X | |
| Picking Apples - Processing fruit | $ 8.51* | $ .58/2419 cubic inch box | | State Tax Impuestos Estatales | | X | Bi-weekly / cada 2 sem. |
| Picking Apples - Fresh Fruit | $ 8.51* | $ .68/2419 cubic inch box | | Meals (comidas) | | X | |
| | $ | $ | | Other (specify)/ Otro | | X | Other / Otro |

More Details About thePay/Más Detalles Sobre el Pago
* or applicable AEWR See Attachment 1 Item 11
(see attachment / para más detalles vea ____)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
Employer does not advance transportation or subsistence pay from place of employment. (See Attachment 1 Item 12)
(see attachment / para más detalles vea ____)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agícolas 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

18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")
None

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)
Virginia Employment Commission;100 Premier Place, Winchester, VA 22601

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<br>Paul Gabb, Business Manager |
| 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.<br>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). |

## APPLICATION FOR CONDITIONAL ENTRY

I, Mt. Clifton Fruit Company, LLC, as the employer, agree to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

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

As a condition to placing my order into clearance, I,Mt. Clifton Fruit Company, LLC, certify that 30 days prior to occupancy, my housing will meet standards of the US Department of Labor.

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

I expect my housing to be occupied by March 1, 2007.

Paul Gabb, Business Manager — Date: 12/13/06

Agent — Date: 12-13-06

# ATTACHMENT 1 for Mt. Clifton Fruit Company, LLC

(Used for further detail of ETA 790; Item numbers below correlate to item numbers on ETA 790)



Item 3 – Location & Description of Housing

Housing is located at the following locations:

Holmans Creek Camp – 950 Pinewoods Road, Quicksburg, VA 22847 – block building with space for 45 persons – Mt. Jackson exit 273 from I-81. West on SR 703, South on SR 614 (South Middle Road) into Forestville. East on 767 (Quicksburg Road). North on SR 730 (Pinewoods Road).

Mason Camp – 16543 Bowman Orchard Lane, Timberville, VA 22853 – block building with space for 50 persons – New Market exit 264 from I-81, West on SR 211, West on SR 42, West on SR 881 (Orchard Drive), South on Bowman Orchard Lane.

Housing & utilities are provided at no cost only to non-commuting workers. "Non-commuting workers" are defined as those workers who are not reasonably able to travel to the work site from their permanent place of residence, and return each work day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.

No tenancy in such housing is created. Employer retains possession and control of housing premises at all times. Workers, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing.

Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Worker will be responsible for maintaining housing in a neat and clean manner. Reasonable repair costs of damage, other than that caused by normal wear and tear, will be deducted from the earnings of worker who is found to be responsible for damage to housing and/or furnishings. Workers are assigned employer-provided housing by a designated company manager and must occupy the quarters assigned to them. Women workers will be provided with sleeping facilities shared with other female workers and segregated toilet facilities. Dining and other common area will be shared or separate cooking facilities will be provided.

Item 8 – Work Week

A worker 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 – Job Specifications

Fruit orchard workers perform orchard activities including tilling of the soil, planting trees, weeding, pruning, cultivating, picking and spraying. Workers will also assist in frost control, irrigation, building of fruit tree trellises, repairing fences, and the loading and unloading of trucks.

Pruning: Worker will cut selected limbs, branches and sprouts from fruit trees as directed by the employer or employer's supervisor. Workers will use a variety of pruning equipment such as saws, shears, loppers, and hand pole pruners. Workers may work either from the ground or from step or other ladders up to 24 feet in length. Workers will be expected to climb and work freely from heights.

Jobs offered are work in an orchard handling both manual and machine tasks associated with commodity production and harvest (apple picking) activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Picking: Fruit will be picked using ladders and picking buckets. Ladders range from 14 ft. to 20 ft. in length and weigh from 35 to 50 lbs each. Picking buckets are padded metal, bottom unloading, worn at front waist level and suspended from the shoulders by 2-inch canvas straps. Buckets, full of apples, weigh up to 40lbs. Pickers are required to snap apples off of tree using their thumb and palm of hand to avoid bruising. Each apple must be carefully placed in bucket to avoid bruising. When bucket is full, picker descends ladder carefully to avoid "banging" bucket against ladder and empties picking bucket carefully into apple bin. Bucket must be lowered down into the bin so apples do not drop or roll excessively. Bin must be filled in a level manner and not by always emptying into one or two corners and letting apples roll down a pyramid. Company supervisors will give demonstrations of how the apples must be picked prior to picking season beginning. Overfilling or underfilling of bins will not be permitted.

The employer has established a picking bruise standard to which all pickers must adhere. It is as follows: A roving inspector paid for by the employer selects at random samples consisting of 25 apples from bins. Apples will be graded and scored for amount of bruises and amount of spurs/trash in the bin. Scoring is according to USDA standards for US Fancy grade or better. Standards are explained and demonstrated to all workers prior to the season's beginning. Inspectors review the results of the inspection immediately with the supervisor.

Work is to be done in the field for long periods of time. Workers are expected to perform duties including boxing, weighing, and loading of produce. Workers may assist in loading trucks with packaged produce weighing from 50 to 60 lbs and lifting to a height of 5 feet.

Work may include mechanized field work using power equipment. By way of example and nonlimited power equipment may include tractors, planters, sprayers, cultivators, and other farm and packing house equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Work may also include general orchard work consisting of jobs directly related to production of fruit such as preparing land for planting, planting trees, cutting shoots and suckers, picking roots, rocks and other debris, mulching trees, inserting/removing tree spreaders, hoeing weeds around trees, cleaning and clearing fence rows and farm buildings, operation and maintenance of tractors and other equipment under supervision.

Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day working in the fields. Temperatures may range from 10 to in excess of 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Employer will provide transportation from living quarters to work site every day for workers who must be provided housing.

Employer will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

Full Crop Commitment: This is regular work seven hours per day, Monday – Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of the employment, he will not receive the ¾ guarantees discussed below and will not receive certain transportation reimbursements discussed below.

Item 11 – Wage Rates, Special Pay Information and Deductions

The current Adverse Effect Wage Rate (AEWR) of $8.51 per hour or the AEWR in effect at the time work is performed, the prevailing hourly rate, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers.

Workers paid on a piece rate for pruning will receive $1.45 per tree. Workers paid on a piece rate basis for picking will receive 58 cents ($0.58) per 2419 cubic inch box of "processing" fruit picked;68 cents ($.68) per 2419 cubic inch box of "fresh" fruit picked; and $8.51/hour for the Golden Delicious variety of apple picked. However, in any of the duties above whereby the piece rate does not produce the current adverse effect hourly wage rate, the employer agrees to guarantee all workers employed in the 2007 season a minimum of $8.51, which is the adverse effect wage rate (AEWR), or the prevailing hourly rate as established by the Dept of Labor. Other harvest-related and orchard related duties which may be offered will be paid at the hourly AEWR of $8.51. In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer will continue to pay $8.51 per hour guaranteed minimum (unless there is a prevailing hourly wage that is higher than the AEWR.)

When picking or pruning is not available, other tasks related to the production of apples will be offered as state in Item 10 above at the AEWR of $8.51 per hour.

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Worker will be paid weekly.

The employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the local office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System $8.51 per hour for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work and pay will be $8.51 per hour for other work related to this crop and other tasks required in operating a farm. If the worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes (X) Willful destruction of property (X) Advances ( ) Meals ( )

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the greenhouses and fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak times and special needs but not required. This requirement pertains to both alien and US workers as per instructions in the H-2A Program Information Booklet.

Item 12 – Transportation

The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than $9.30 per day) from the place from which the worker, without intervening employment will come to work for the employer. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (an Act of God shall mean any frost, hail, stones, flood or natural calamity of such character as to make further fulfillment of this contract impossible), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same. All payment aforesaid shall be due on a day not later than the first day subsequent to the completion of the minimum employment period. In the case of termination as a result of an Act of God, the employer will also provide or pay the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment, except when the worker is not returning to the place of recruitment and has subsequent employment with an employer who will bear transportation expenses.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroute from the place of recruitment except when the worker is not returning to the place of recruitment, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

## Other Conditions of Employment

Termination: – The employer may terminate the worker with notificaiton to the employment service local office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: - The only work standards required of any alien or US worker will be that after a three (3) day training period each worker possess the physical capabilities to work in greenhouse produced crops.

Injuries: - Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverge will be provided to the Regional Administrator before certification is granted.

Tools, Supplies, & Equipment: Employer will provide without charge all tools, supplies, and equipment to the worker.

Employer Obligation if Employment is Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: - Employer will expeditiously notify the Order Holding Local Office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or weather conditions, over recruitment or other factors have changed the terms and conditions of employment.

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.103.

Work Agreement: - The employer will provide a copy of the contract of Job Clearance Order to the worker no later than on the day the work commences.

Wage Statements: - Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. Add deductions will be itemized.

Other: - Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior the the interview. Workers will have up to three (3) days from date of hire to provide I-9 documents.

The employer's anticipated work force equals 45 workers.

## 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 Labor Services International, LLC (LSI) 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, however, is specifically not authorized to accept for interview workers being referred to the job or to make hiring commitments on my behalf. In addition, my agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

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

Employer Signature

12/18/06
Date

LSI does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. LSI is neither the employer nor a joint employer of the workers requested, and the individual employer above retains the full power to hire, pay, fire, supervise, and otherwise control the work of all workers requested through the Employment Service. LSI has been specifically authorized not to make hiring commitments on behalf of the employer.

Elaine H. Trujillo
By LSI, Elaine H. Trujillo

12-18-06
Date

**Virginia Employment Commission**
**Winchester Local Office**

**Summary of Employment Conditions Specified on Job Order**

1. Order Number: VA6123164

2. Name of Employer: Mt. Clifton Fruit Company

3. Location of Employer and Directions:
   (See ETA 338)

4. Period of Employment:
   From 03/01/07 To 11/12/07

5. Work Schedule: 7 hours per day, 6 days per week
   Plus 5 hours on Saturday

6. Work to be performed: Pruning & apple picking
   Hourly Wage: $8.51
   Per 2419 cubic box .51 cents

7. Transportation Provided:
From Labor Camp to Orchard and Return
Yes

8. Housing can accommodate :281
   Number of people:
   281 Individuals
   0 Families

9. Meals:
   Provided- No
   Workers may do their own cooking: Yes

10. Deductions:

| Type | Amount |
|---|---|
| Social Security | XXXXX |
| Income Taxes | XXXXX |
| Transportation | XXXXX |
| Tools & Equipment | XXXXX |
| Crewleader Charges | XXXXX |

11. 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: 02/22/07

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 of 02/15/07 to 02/22/07.
Any Job Service Office will assist you in doing this.

**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: VA6123164

2. Nombre Del Empleador: Mt. Clifton Fruit Company

3. Lugar y Direccion del Empleador:
   ( mira el papel ETA 338)

4. Periodo de Empleo:
   Del 03/01/07 Al 11/12/07 .

5. Horario de Trabajado: Horas por dia 7_ numero de dias por semana 6 y 5_ horas Sabado

6. El Trabajo: Cosecha Manzanas y podar
   Sueldo Por Hora $8.51
   Por 2419 cubico caja .58 centavos

7. Transportacion Provista: Del Encampamento al la huerta y Vuelta X Yes ____No

8. Vivenda Disponsible Para 281 Personas
   281 Individuos
   0 Familias

9. Comidas Provistas: (Cocina)
   Los trabajadores tienen que cocinar sus comidas:

10. Deduccions:

| Clase | Cantidad |
|---|---|
| Seguro Social | X |
| Impuestos Sobre Ingresos | X |
| Transportacion | Nada |
| Herramientas/Maquinaria | Nada |
| Cobrada por el Contratista | Nada |

11. 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 02/22/07.

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 02/15/07 al 02/22/07
Cualquier Oficina del Servicio de Empleos le asistira .

## ATTACHMENT 2

**Virginia Employment Commission**
**Community Services for Shenandoah County**

Available for Medical Services

Shenandoah County Department of Health
781 Springs Parkway
Woodstock, VA 22664
540-459-373

Shenandoah County Memorial Hospital
759 South Main Street
Woodstock, VA 22664
540-459-4021

Shenandoah County Social Services
236 South Main Street
Woodstock, VA 22664
540-459-3736

Provides Food Pantry and Other
Emergency Services to Ag Workers

Telamon
20 East Piccadilly Street Room 15
Winchester, VA 22601
540-722-2507

Legal Assistance to Workers

VA Justice Center for Farm and
Migrant Worker
105 4th Street, SE, Suite A
Charlottesville, VA
800-763-7323

VA Farmworker Assistance Project
Legal Aid Bureau
36314 Lankford Highway
Belle Haven, VA 23306
800-763-7323

Government Agencies

Social Security Administration
12 Ricketts Drive
Winchester, VA 22601
800-772--1213

VA Department of Labor & Industry
201 Lee Highway
Verona, VA 24482
540-248-9280

United States Department of Justice
Immigration & Naturalization Service
4420 N. Fairfax Drive
Arlington, VA 22203
202-307-1504
202-307-1626

United Sates Department of Labor
Wage & Hour Division
400 N. 8th Street, Room 416
P.O. Box 10005
Richmond, VA 23240
804-771-2995

Shenandoah County Public School
403 West Court Street
Woodstock, VA 22664
540-459-4091

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