VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 7/20/2007

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 7071156

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

dated 7/20/2007 for 12 (No. of Openings), Farmworker, Fruit II 403.678.010 (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)
Kent Barley, tra XIT, Inc.
967 Marlboro Road
Stephens City, VA 22655

540 869-1222

Industry Code / Código de Industria: 0175
Job Order # / No. Orden de Empleo: VA7071156
Occupational Title and Code /Título Ocupacional y Código: Farmworker, Fruit II 403.678-010
Clearance Order Issue Date / Fecha de Tramite: 7/20/2007

2. Location and Direction to Work Site / Dirección del lugar de trabajo
Frederick County in the state of Virginia
Marlboro Road Stephens City, VA

(see attachment / para más detalles vea _____)

Job Order Expiration Date / Fecha de expiración: 09/27/07

6. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 09/03/07 To / Hasta 10/28/07

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 12

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

Cinder block building
801 Fairmont Avenue, Winchester, VA 22604

(see attachment / para más detalles vea 2)

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

(see attachment / para más detalles vea 3)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos

(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]
Primary duties are picking apples.

(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]
Los deberes primarios son piscando manzanas.

(see attachment / para más detalles vea 4)

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
Apple Picking	$ 9.02.	$ .62		Social	*		Weekly / Semanal
	$	$		Federal Tax Impuestos Federales	*		X
	$	$		State Tax Impuestos Estatales	*		Bi-weekly / cada 2 sem.
	$	$		Meals (comidas)	*		
	$	$		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 5)

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

(see attachment / para más detalles vea 6)

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 Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes ☐ No ☒
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes ☒ No ☐
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☒ No ☐

17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")

None/Ninguno

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

None/Ninguno

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)
Virginia Employment Commission, 100 Premier Place, Winchester, VA 22602 540 722-3415

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

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
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

Kent Barry Pres X I T Inc

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).

OMB Approval No. 44-R1301

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

APPLICATION FOR ALIEN EMPLOYMENT CERTIFICATION

IMPORTANT: READ CAREFULLY BEFORE COMPLETING THIS FORM

PRINT legibly in ink or use a typewriter. If you need more space to answer questions in this form, use a separate sheet. Identify each answer with the number of the corresponding question. SIGN AND DATE each sheet in original signature.

To knowingly furnish any false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by $10,000 fine or 5 years in the penitentiary, or both (18 U.S.C. 1001)

PART A. OFFER OF EMPLOYMENT

1. Name of Alien (Family name in capital letter, First, Middle, Maiden)
Unknown (Worker to be recruited in Jamaica or Mexico if approved)

2. Present Address of Alien (Number, Street, City and Town, State ZIP code or Province, Country)
Jamaica, West Indies or Mexico

3. Type of Visa (If in U.S.)
N/A

The following information is submitted as an offer of employment.

4. Name of Employer (Full name of Organization)
Kent Barley, tra XIT, Inc.

5. Telephone
(540) 869-1222

6. Address (Number, Street, City and Town, State ZIP code)
967 Marlboro Road Stephens City VA 22655

7. Address Where Alien Will Work (if different from item 6)

8. Nature of Employer's Business Activity
Orchardist

9. Name of Job Title
Harvest Worker, Fruit
403.687-010

10. Total Hours Per Week
a. Basic: 44
b. Overtime:

11. Work Schedule (Hourly)
8:00 a.m.
4:30 p.m.

12. Rate of Pay
a. Basic: $ 9.02 per Hour
b. Overtime: $ per hour

13. Describe Fully the job to be Performed (Duties)

Pick apples using ladders up to 24 feet in length and weighing up to 50 pounds. Fruit will be placed into picking bag/bucket which weigh up to 50 pounds when full. Workers may be required to spot pick fruit or to pick the entire tree.

14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above.

EDUCATION (Enter number of years)	Grade School: N/A	High School: N/A	College	College Degree Required (specify)
				Major Field of Study
TRAINING	No. Yrs.		No. Mos.	Type of Training
EXPERIENCE	Job Offered		Related Occupation	Related Occupation (specify)
	Number Yrs.: N/A	Number Mos.: N/A	Yrs.	Mos.

15. Other Special Requirements

Worker should be able to perform the duties described in Item # 13 above.

16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor

17. Number of Employees Alien Will Supervise

ENDORSEMENTS (Make no entry in section - for Government use only)

Date Forms Received	
L.O.	S.O.
R.O.	N.O.
Ind. Code	Occ. Code
Occ. Title	

Replaces MA 7-50A, B and C (Apr. 1970 edition) which is obsolete.

ETA 750 (Oct. 1979)

18. COMPLETE ITEMS ONLY IF JOB IS TEMPORARY			19. IF JOB IS UNIONIZED (Complete)	
a. No. of Openings To Be Filled By Aliens Under Job Offer	b. Exact Dates You Expect To Employ Alien		a. Number of Local	b. Name of Local
	From	To		N/A
12	09/03/07	10/28/07		c. City and State

20. STATEMENT FOR LIVE-AT-WORK JOB OFFERS (Complete for Private Household ONLY)

a. Description of Residence		b. No. Persons residing at Place of Employment				c. Will free board and private room not shared with anyone be provided?	("X" one)
("X" one)	Number of Rooms	Adults		Children	Ages		
__ House			BOYS				__ YES NO
Apartment			GIRLS				

21. DESCRIBE EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS. (Specify Sources of Recruitment by Name)

Clearance Orders have been filed with the Virginia Employment Commission. Employer will contact previous workers where possible. Advertisements will be placed in area publications. See attached Recruitment Plan.

22. Applications require various types of documentation. Please read Part II of the instructions to assure that appropriate supporting documentation is included with your application.

23. EMPLOYER CERTIFICATIONS

By virtue of my signature below, I HEREBY CERTIFY the following conditions of employment.

a. I have enough funds available to pay the wage or salary offered the alien.

b. The wage offered equals or exceeds the prevailing wage and I guarantee that, if a labor certification is granted, the wage paid to the alien when the alien begins work will equal or exceed the prevailing wage which is applicable at the time the alien begins work.

c. The wage offered is not based on commissions, bonuses, or other incentives, unless I guarantee a wage paid on a weekly, bi-weekly, or monthly basis.

d. I will be able to place the alien on the payroll on or before the date of the alien's proposed entrance into the United States.

e. The job opportunity does not involve unlawful discrimination by race, creed, color, national origin, age, sex, religion, handicap, or citizenship.

f. The job opportunity is not:

(1) Vacant because the former occupant is on strike or is being locked out in the course of a labor dispute involving a work stoppage.

(2) At issue in a labor dispute involving a work stoppage.

g. The job opportunity's terms, conditions and occupational environment are not contrary to Federal, State or local law.

h. The job opportunity has been and is clearly open to any qualified U.S. worker.

24. DECLARATIONS

DECLARATION OF EMPLOYER ➤ Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury the foregoing is true and correct.

SIGNATURE	DATE
Kent Barley	7/9/07

NAME (Type or Print)	TITLE
Kent Barley	Owner

AUTHORIZATION OF AGENT OF EMPLOYER ➤ I HEREBY DESIGNATE the agent below to represent me for the purposes of labor certification and I TAKE FULL RESPONSIBILITY for accuracy of any representations made by my agent.

SIGNATURE OF EMPLOYER	DATE
Kent Barley	7/9/07

NAME OF AGENT (Type or Print)	ADDRESS OF AGENT (Number, Street, City, State, ZIP code)
Carol Burke	801 Fairmont Avenue Winchester, VA 22601

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

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

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

Employer Signature: _____ Date: 7/9/07

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

Frederick County Fruit Growers Association, Inc., Agent

By: Carol Burk Date: 7/9/07

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Frederick County Fruit Growers Association, Inc., Agent

By: Carol B [illegible] Date: 7/9/07

Virginia Employment Commission

Clearance Order Attachment # 1
Order # VA7071156

All references in the Clearance Order to "crews" or "crewleaders" apply only to those persons who are properly licensed as Farm Labor Contractors or those persons who are members of crews of such Farm Labor Contractors and those references do not apply to individual workers who are not members of a crew.

The following provision shall apply only to crews and crewleaders and shall not apply to individual workers who are not members of crews. Crewleader may expect complete examination under the Migrant and Seasonal Agricultural Protection Act (MSPA) for compliance upon arrival. Employer will not accept referrals of crewleaders currently acting in violation of MSPA and will report any crewleader arriving violating MSPA to the appropriate enforcement branch of the Employment and Standards Administration. Crewleader must furnish complete roster of crew members upon arrival at work site, and depending on the functions to be performed and the extent to which such functions are to be performed, crewleader would be responsible for the following items.

1. Crewleaders referred against this job order must have a current and valid farm labor contractor registration as required my MSPA which includes a current transportation authorization. The transportation authorization will be required to be maintained through the entire contract period. Failure to arrive with and maintain the transportation, driving and housing authorizations will result in the immediate dismissal of the crewleader for being in violation of MSPA. Crew members may be hired as individuals.

2. Any and all supervisors or drivers employed by the crewleader must be properly registered and have current and valid Farm Labor Contractor Certificate of Registration, or Employee Cards as required by MSPA.

3. Recruitment of qualified workers.

4. Furnish grower with names, addresses and social security numbers of all members of the crew upon arrival at the work site. The social security number is required to be furnished under the authority of law.

5. Transportation to workers from point of recruitment to job site and return to point of recruitment at end of employment period at no cost to the workers.

6. Transportation of the workers from the camp to the field each workday at no cost to the workers.

7. Any transportation of workers as described in numbers 6 & 7 above by the crewleaders (or the crewleader's employee) to be done only in properly licensed vehicles with adequate insurance coverage as required by law, and properly registered with the Department of Labor and listed on a Transportation Authorized Card, as required under MSPA.

8. Supervision of the workers on the job site to insure that work is completed to the specifications set by the grower.

9. Supervision of the workers in the camp area, and insure that sanitary conditions are maintained. Housing will be approved by the Virginia Department of Health prior to

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the arrival of the workers. It will be inspected on arrival of the crew by the grower and crewleader and again at the time of departure of the crew. Crewleader will be held responsible for any damages attributable to the crewleader or any member of the crew over and above normal usage depreciation. Housing may be inspected periodically by the Labor Department, Health Department and the owner. Crewleader will see that the housing occupied by the crew is kept reasonably clean and in sanitary condition, that all garbage, bottles, cans, etc., are removed at least once per week and properly disposed of according to arrangements made with the grower.

10. Crewleader will be responsible for all equipment, ladders, blankets, pillows, bedding, etc., issued to workers by the grower and to be accounted for before final payment is made to the crewleader.

11. Payroll information when crewleader negotiates payroll records:

    a. Crewleader is responsible for and required to submit to the appropriate Federal and State Agencies, amounts due under Federal and State Unemployment Compensation Insurance Laws for all members of the crew.
    b. Crewleader is responsible for deductions from worker's pay under F.I.C.A. (Social Security) laws and required to remit same to the appropriate taxing authority. Further, the crewleader will be responsible for the employer's portion of the tax due under the F.I.C.A (Social Security) laws, and required to remit same to the appropriate taxing authority.
    c. If crewleader assumes the responsibility for maintaining the payroll, then the crewleader <u>must</u> provide the grower the copies of <u>complete, detailed and accurate</u> payroll records prior to any payments from grower to crewleader. These records must include at a minimum the following information:
        I) Each worker's name, social security number and permanent home address.
        II) Copies of any work permits required by Virginia Law.
        III) For each workday, the number of hours of work offered, the number of hours actually worked and the number of units picked by each worker. Any difference in hours of work offered and hours actually worked to be fully explained and written out on daily time sheets.
        IV) Copy of payroll summary showing the unit rate (or hourly rate) paid to the worker, any make-up pay given workers in order to meet rates guaranteed, the gross payment and all deductions made from each employee.

12. Interstate transportation of workers requires compliance with Interstate Commerce Commission Regulations.

13. Crewleader <u>must</u> provide each individual workers the detailed payroll information as outlined in sections 12 c (iii) and 12 d (iv) above.

14. Grower retains the option of paying workers by individual check or paying the crewleader for distribution to the workers.

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 Grower's Association or housing owned by the employer (see attached ETA-338). The Frederick County Fruit Growers' housing facilities are shared with the other grower members of the FCFGA and the employer will only be allocated room sufficient to meet his/her requirements, or pro rata share thereof.

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All housing complies with applicable Federal housing regulations. Housing consists of frame and cinder block structures as indicated on the attached ES-338. Beds, mattresses, electricity, hot and cold water for bathing and laundry, flush toilets, and showers are provided without charge by the employer. With respect to crews and crewleaders, kitchen with cooking stove and refrigerator is provided to the crewleader, if available – if not, central dining hall will be used. Cooking utensils must be furnished by the crewleader

At such time the crewleader fails to provide the necessary agreed upon number of workers for a pay period, he agrees t immediately give up control and use of the housing and its related facilities, such as the kitchen, dining area, utensils, parking, office, recreational etc., and return full control to the owner of the camp.

It shall be the employer's responsibility to continue to employ the remainder of the crew, and to find comparable housing elsewhere at no cost to the workers. Any crew that is required to relocate will be placed in comparable housing that has been inspected and has been found to be in compliance with Federal Regulations at 20 CFR 654.403 (a) (2).

Any crew which the employer has previously agreed to hire through his/her job order which arrives initially to occupy his/her housing with less than 75% of the requested number of workers may be refused the use of the housing. Said crew or its members will be offered jobs, but may be placed in comparable housing instead of that previously designated in the job order. The purpose of this paragraph is to enable the owner of the housing to make full and complete use of his camp during harvest for housing the necessary complement of workers.

For workers recruited under this job order, the owner of the housing shall within 48 hours of occupancy by the worker post a legible notice in a prominent place at the housing site, with a copy thereof furnished to the local office of the Virginia Employment Commission, stating the particular days and times of the day or week that the housing premises will be open and available for qualified social workers to enter thereon to offer and provide the services to which the workers are entitled. Such notices shall not be unreasonably restrictive in its content. The purpose of said notice is twofold:

1. To inform agencies of times they may expect to find workers at the housing site.

2. To inform workers when to expect the agencies to appear to furnish them services to which they are entitled.

The employer shall provide a suitable burial for the worker is 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

Item 4. Employer is responsible for making arrangements for feeding workers. Meals will be available on a weekly basis in the central dining hall at a cost of $64.75, which is $9.25 per day. 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 sleeping rooms. In the event a central dining hall is not available, a designated kitchen will be provided for the workders to prepare and cook their own meals.

With respect to crewleaders and workers who are members of crews, crews that are housed in grower housing will be provide meals by the crewleader at a charge not to exceed the cost to the crewleader

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

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arrangements to be made. It will be the responsibility of the applicant 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 9:00 A.M. and 4 P. M. Monday through Friday. The Frederick County Fruit Growers Association, as agent, may assist in this process.

The Clearance 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, no later than the first day of work, a copy of the complete work contract between the employer and the worker.

Item 7. Individual workers are preferred, however, the employer will accept crews with small families. Due to a lack of unlimited housing, all applicants may not be able to be accommodated.

Item 8. 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. using 24' ladders when necessary. The average length of ladders runs from 16-24' in length and weigh approximately 50 pounds. Fruit must be picked in 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 are to be emptied into field bins by releasing an opening at the bottom of the bag or bucket. Workers may be requested to pick the entire tree or to spot pick. Primary duty will be to harvest fruit, however other harvest related duties may be offered including related tasks involving the operation of tractors or hand operated equipment at $9.02 per hour. The worker places 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 or falling. All fruit must be handled with care to avoid bruising. Each worker 's tree will be picked according to instructions given each day by the orchard supervisor. Workers will be directed to strip all fruit from the tree at one picking or to selectively pick according to size and/or color depending on crop conditions and state of maturity. Drop picking is done only at the specific instructions of the grower. Fruit picked as juice must not be mixed with fresh market or processing fruit.

Job performance requires visualization of apple size and coloration (spatial perception) and the ability to identify size, shape, cuts and surface defects (form perception) when harvesting apples. Removal of unbruised apples (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 apple color requirement specified by supervisor

Individual workers are supervised by the employer, or his supervisor, who provides daily transportation, training, job instruction and who keeps payroll records. With respect to crewleaders and workers who are members of crews, the crewleader will supervise those workers in the crew and may be responsible for transporting the crew from the area of recruitment to the areas of employment as well as the daily transportation of workers to the orchard.

The employer or employer's agent will demonstrate to the worker proper picking or processing 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 defined as that above the USDA Standard for #1 grade packing fruit.

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 of picking apples.

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

All terms and conditions included in this job order will apply equally to all workers, domestic and foreign, employed under this job order

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Item 11. Each worker is paid on a piece rate basis, and will receive $.62 cents per 2419 cubic inch box of fruit picked. A 2419 cubic inch box is equivalent to 1 1/8 bushels. The minimum rates above 2419 cubic inch box will be paid, but depending upon the following conditions and/or factors, a higher wage, to range from 1 cent to 10 cents per 2419 cubic inch box, may be offered at the time and block when those conditions and/or factors occur: Need for bruise-free picking-definitions: refer to USDA Standard for U.S. extra fancy grade packing fruit (depth of bruise 1/8 inch; area one bruise-5/8 inch, an aggregate area ½ inch); hardship-when a worker is required to pick a portion or the employer's orchard, as determined by the employer, in which trees contain an average of less that 30% of a full crop; special handling-example: sort hail damaged fruit; spot picking-example: requiring the worker to harvest only certain apples from the tree based on size and/or color, as determined by the employer; completion of the season. The worker will be notified prior to picking each special area as to the rate of pay. In the event the piece rate per box does not produce the current adverse hourly rage, the employer agrees to guarantee all workers employed in the 2007 season a minimum of $9.02, which is the adverse effect wage rate, or the prevailing hourly rate as established by the Department of Labor. Other harvest-related duties, which may be offered, will be paid at the hourly rate of $9.02. If a higher or lower minimum wage applicable to the employer covered by the job order is promulgated during the period of employment covered by the job order, or, at the discretion of the employer, lower wage standard will apply to employment beginning on the effective date of any such new wage statement.

*As required by regulations the estimated hourly wage rate equivalent is $9.02. This wage is not a guarantee as crop conditions vary from year to year.

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 job order or in its extension if any. The worker is covered by worker's compensation, which is provided by the employer.

Without prejudice to the employment guarantee for opportunity of doing not less than 75% of full time work during the total employment period, the employer shall provide sufficient work to enable the worker, being willing and able to work, and reporting for work at the job site during specified hours work is available, to earn a sum not less than the sum of $84.00 (hereinafter referred to as "the stipulated minimum earnings") in respect of each period of two weeks or pay the worker and allowance of a sum which together with the sum earned by the workers during such period will equal the stipulated earnings; or if the workers have had no opportunity to earn any wages during such period, the employer shall pay to the worker a sum in the amount of the stipulated minimum earnings.

Workers are paid weekly. The employer retains the option of paying the workers by individual check or, for workers who are members of crews, paying the crewleader. If the payment to the members of a crew is made by payment to the crewleader, then the crewleader assumes the responsibility of paying the members of the crew. The employer or, where applicable the crewleader will furnish to each worker on each payday at itemized accounting of all earnings and of legal and authorized deductions. To the extent permitted under Federal and State net wage requirements if so requested by the worker, the employer will transfer certain amounts of earnings in a manner consistent with the worker's instructions. The employer is subject to Federal Minimum Wage laws. The piece rate shown on this order is not below the prevailing rate in effect at the date of this job order.

The following provisions apply only to crews and crewleaders: The employer agrees to pay the crewleader an override ranging from 2.4 cents to 14 cents per 2419 cubic inch box, said fee is negotiable according to the number of functions performed such as: supervision, transportation of crew, record keeping, paying of workers, insurance and assuming OASI deductions. This range is offered solely because it is required by the Department of Labor based upon a survey the growers have not seen. The growers reserve their rights to challenge this required crewleader override, if growers determine such survey to be invalid. That further, the crewleader shall be responsible for the payment of OASI and

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Unemployment Insurance Taxes, and shall present evidence to the grower, including but not limited to, Federal and State Employer Identification number, that the crewleader is in fact paying taxes.

Item 12. The employer agrees to reimburse individual workers for reasonable transportation expenses and no less than $9.52 per day for subsistence expenses from the worker's place of recruitment to Winchester, Virginia, who continues under employment for a period of (15) consecutive calendar 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 employment 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 the employer.

(ii) Reimburse the worker for full amount of any deductions made from the worker's 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% or 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 the place of employment. The amount of transportation payment shall be no less (and

(iv) shall not be required to be more than the most economical and reasonable similar common carrier transportation charges for the distances involved).

In the 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 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 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 which conform to applicable regulations of the Interstate Commission.

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

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I, Xit, Inc, 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 2006, 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 Burk — 7/9/07
Agent — Date

[illegible] — 7/9/07
E.S. Representative — Date

Recruitment Plan 2007

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 12 **Total # of Labor Force Required** 12

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Virginia Employment Commission
Winchester Local Office

Summary of Employment Conditions Specified on Job Order

1. Order Number: VA 7071156

2. Name of Employer: Kent Barley

3. Location of Employer and Directions:
   From I-81 take the Stephens City Exit, travel West to 967 Marlboro Pike.

4. Period of Employment:
   From 09/03/07 To 10/28/07

5. Work Schedule: 8 hours per day, 5 days per week
   Plus 4 hours on Saturday

6. Crop and Pay:

Crop:	Apples
Hourly Wage:	$9.02
Unit of Production Piece Rate	2419 Cu In Bx = 1 1/8 US Bu
Piece Rate	$.62 per box
Estimated Hourly Wage	$ 9.02

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

7. 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)

None

8. Transportation Provided: From Labor Camp to Orchard and Return __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: VA 7071156

2. Nombre Del Empleador: Kent Barley

3. Lugar y Direccion del Empleador:

   De I-81 la salida para Stephens City oeste a 967 Marlboro Pike.

4. Periodo de Empleo:
   Del 09/03/07 Al 10/28/07.

5. Horario de Trabajado: Horas por dia 8. numero de dias por semana 5 y 4 horas Sabado

6. Cosecha Y Pago:

Cosecha	Manzanas
Sueldo Por Hora	$9.02
Unidad de Produccion:	2419 Cu In Bx = 1 1/8 US Bu
Pago por Unidad	$.62 por caja

Calculo anticipado de las ganancias por hora $9.02. Tarifa por destajo garantiza un salario no menor que el en efecto, si hay uno. Los trabajadores ganando menos que el salario efectivo a fines de las 24 horas de entrenamiento podran ser despedidos. Las ganancias estan basadas en la tarifa por destajo.
Pago adicional: (Vea Numero 9 en la Orden de Trabajo

7. 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 paton. Labores alternativas y pago por la primera semana en caso de demora en la cosecha. (Vea Numero 12 en la Orden):

Ninguno

8. Transportacion Provista: Del Encampamento al la huerta y Vuelta __X__Yes ____No

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9. Housing can Accommodate 1044 People
X Individuals
X Families

10. Meals: (Central Mess)

Provided: X Yes ___No

If yes: Cost per day $9.25
(See item 13 in Job Order)

Workers may do their own cooking:

___Yes X No

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 08/27/07.

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 08/20/07 to 08/27/07

Any Job Service office will assist you in doing this.

9. Vivenda Disponsible Para 1044 Personas
X Individuos
X Familias

10. Comidas Provistas: (Cocina)

X Si ___ No

Si so provistas, el costo por dia es $9.25
(Vea Numero. 13 en la Orden de Trabajo)

Los trabajadores tienen que cocinar sus comidas:

___ Yes X No

11. Deduccions:

Clase	Cantidad
Seguro Social	X
Impuestos Sobre Ingresos	X
Comidas: Vea Numero 13 en la 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 08/27/07.

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 08/20/07 al 08/27/07.
Cualquier Oficina del Servicio de Empleos le asistira.

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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

Telamon
20 East Piccadilly St. Rm15
Winchester, VA 22601
540 722-2507

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

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