

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 9/8/2006

Florida	_____	North Carolina	_____	Region II	_____	Region V	_____
Texas	_____	South Carolina	_____	Region III	_____	Region VI	_____
Ohio	_____	Puerto Rico	_____	Region IV	_____	Other	_____

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

SUBJECT: Request for Extension of Clearance Order No. VA 6084504

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

dated 9/8/2006 for 7, Farmworker, Fruit II 403-687-010
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

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

Michelle 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 06/30/2006

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 VA6084504																																																				
2. Location and Direction to Work Site / Dirección del lugar de trabajo Frederick County in the state of Virginia (see attachment / para más detalles vea 1)		Occupational Title and Code / Título Ocupacional y Código Farmwork, Fruit II 403.687-010 Clearance Order Issue Date / Fecha de Tramite: <u>9/18/06</u> Job Order Expiration Date / Fecha de expiración: 10/29/06 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: <u>10/16/06</u> To / Hasta <u>11/11/06</u>																																																				
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 1)		7. No. of Worker's Requested / No. de Trabajadores Pedidos 7 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 40 Sunday / Domingo Wednesday / Miércoles 8 Monday / Lunes 8 Thursday / Jueves 8 Tuesday / Martes 8 Friday / Viernes 8 Saturday / Sabado																																																				
4. Board Arrangements / Arreglo de Alojamiento (see attachment / para más detalles vea 1)		9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																																				
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos (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] Primary duties are pruning of apple trees (see attachment / para más detalles vea 1)																																																				
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Los deberes primarios son podar arboles de manzana. (see attachment / para más detalles vea 1)		11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)																																																				
12. Transportation Arrangements / Arreglos de Transportación (Please explain) (see attachment / para más detalles vea 83)		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Crop Activities / Cultivos</th> <th rowspan="2">Hourly Wage Salario por Hora</th> <th rowspan="2">Piece Rate / Unit(s) Pago por Pieza / Unidad(es)</th> <th rowspan="2">Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)</th> <th colspan="2">Deductions / Deducciones</th> <th>YES</th> <th>NO</th> <th rowspan="2">Pay Period Periodo de Pago</th> </tr> <tr> <th>SI</th> <th>NO</th> <th>SI</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Pruning Apple Trees</td> <td>\$ 8.51</td> <td>\$</td> <td></td> <td>Social</td> <td></td> <td></td> <td>X</td> <td rowspan="2">Weekly / Semanal</td> </tr> <tr> <td>\$</td> <td>\$</td> <td></td> <td>Federal Tax Impuestos Federales</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>\$</td> <td>\$</td> <td></td> <td>State Tax Impuestos Estatales</td> <td>*</td> <td></td> <td></td> <td rowspan="2">Bi-weekly / cada 2 sem.</td> </tr> <tr> <td>\$</td> <td>\$</td> <td></td> <td>Meals (comidas)</td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>\$</td> <td>\$</td> <td></td> <td>Other (specify)/ Otro</td> <td></td> <td></td> <td>X</td> <td>Other / Otro</td> </tr> </tbody> </table>	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 / Deducciones		YES	NO	Pay Period Periodo de Pago	SI	NO	SI	NO	Pruning Apple Trees	\$ 8.51	\$		Social			X	Weekly / Semanal	\$	\$		Federal Tax Impuestos Federales			X	\$	\$		State Tax Impuestos Estatales	*			Bi-weekly / cada 2 sem.	\$	\$		Meals (comidas)			X	\$	\$		Other (specify)/ Otro			X	Other / Otro
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	\$	\$		Other (specify)/ Otro			X	Other / Otro																																														
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 Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> 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?		* If applicable, excludes H2A workers (see attachment / para más detalles vea 1&2)																																																				
14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		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 22601 540 722-3415																																																				
20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) Mac Munoz 540 722-3415		21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos. Employer's Signature & Title / Firma y Título del Empleador Kent Barley, Inc																																																				
READ CAREFULLY: In view of the statutory established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fulness 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																																																						

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 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 40 b. Overtime		11. Work Schedule (Hourly) 8:00 a.m. 4:30 p.m.		12. Rate of Pay a. Basic \$ 8.51 per Hour b. Overtime \$ per hour										
13. Describe Fully the job to be Performed (Duties) Primary duty will be to 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 Hours of work will approximately 8:00 am to 4:30 pm according to weather conditions.																			
14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above.					15. Other Special Requirements														
EDUCATION (Enter number of years)		Grade School	High School	College	College Degree Required (specify)														
N/A		N/A		Major Field of Study															
TRAINING		No. Yrs.	No. Mos.	Type of Training															
EXPERIENCE		Job Offered		Related Occupation		Related Occupation (specify)													
N/A		N/A																	
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)																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Date Forms Received</th> </tr> </thead> <tbody> <tr> <td>L.O.</td> <td>S.O.</td> </tr> <tr> <td>R.O.</td> <td>N.O.</td> </tr> <tr> <td>Ind. Code</td> <td>Occ. Code</td> </tr> <tr> <td colspan="2">Occ. Title</td> </tr> </tbody> </table>										Date Forms Received		L.O.	S.O.	R.O.	N.O.	Ind. Code	Occ. Code	Occ. Title	
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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 7	b. Exact Dates You Expect To Employ Alien		a. Number of Local N/A
	From	To	
	10/16/06	11/11/06	
			b. Name of Local N/A
			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) — YES NO
("X" one) House Apartment	Number of Rooms	Adults	Children	
			Ages	
		BOYS		
		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.

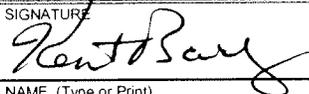
23. EMPLOYER CERTIFICATIONS

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.	e. The job opportunity does not involve unlawful discrimination by race, creed, color, national origin, age, sex, religion, handicap, or citizenship.
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.	f. The job opportunity is not:
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.	(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.
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.	(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
	8/28/06
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

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

Item 3. Workers will be housed without charge in facilities of the Frederick County Fruit Growers Association at 801 Fairmont Avenue, Winchester, Virginia or housing owned or leased by the Frederick County Fruit Growers' Association or housing owned by the employer (see attached ETA-338). 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, showers are provided without charge by the employer.

Item 4. Employer is responsible for making arrangements for feeding workers or provide kitchen for cooking. Worker will purchase and prepare own meals in designated kitchen unless a dining hall is available. The charge for three meals per day must not exceed the cost to provide said meals. Meals will be available on a weekly basis in the central dining hall at a cost of \$9.25 per day, which amounts to \$64.75 per week

Item 5. 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 9AM and 4PM, Monday through Friday. The Frederick County Fruit Grower's Association as agent, may assist in this process.

This 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

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. Other orchard related duties may be offered by the employer, which involves fruit production, to include, but not limited to, mouse baiting.

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

Workers must be prepared to work outdoors in cold weather. Work will take place when the temperatures exceed 10 degrees F. Workers will be expected to work in light snow. No pruning work involving climbing will be allowed if ice is present on trees making climbing dangerous. Individual workers are supervised by the employer, or his agent, who provides daily transportation, training, job instruction and who keeps payroll records

Item 11. Each worker will be paid an hourly rate of \$8.51, which is the current adverse effect wage rate. The employer agrees to guarantee all workers employed in the 2006/2007 season the current adverse effect wage rate, or the prevailing hourly rate as established by the Department of Labor.

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, 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 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.

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

Item 12. The employer agrees to reimburse individual workers for reasonable transportation expenses and no less than \$9.25 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 effected, 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 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



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.

I, Kent BARLEY T/A XIT inc, as the employer agree to abide my 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.

Representatives from State Employment Service and the State Health Department have inspected my housing and determined it meets the standards of the U.S. Department of Labor.

Camel Burke
Agent

8/28/06
Date

[Signature]
E.S. Representative

8/28/06
Date

Recruitment Plan 2006

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 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.
6. Workers currently employed in the apple harvest will be notified of the availability of continued employment in pruning:
 - A. This notification will include personal contact and the posting of notices in local labor camps.

Total # of Workers on This Request 7 Total # of Labor Force Required 7

[Handwritten initials]

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

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

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

Employer Signature:  Date: 8/28/06

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:  Date: 8/28/06

Virginia Employment Commission
Winchester Local Office

Virginia Comision de Empleo
La Oficina de Winchester

Summary of Employment Conditions
Specified on Job Order

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

- Order Number: VA6084504
- Name of Employer: Kent Barley, tra XIT, Inc.
- Location of Employer and Directions:
West on Marlboro Rd (Rt 631) of Stephens City
- Period of Employment:
From: 10/16/06 To: 11/11/06
- Work Schedule: 6 hours per day, 5 days per week
Plus 4 hours on Saturday

- Numero de el Orden: VA6084504
- Nombre Del Empleador: Kent Barley, tra XIT, Inc.
- Lugar y Direccion del Empleador:
Oeste de Mallboro Rd Rt 631 de Stephens City

- Crop and Pay:

<u>Crop:</u>	<u>NA</u>
<u>Hourly Wage:</u>	<u>\$8.51</u>
<u>Unit of Production</u>	
<u>Piece Rate</u>	<u>NA</u>
<u>Piece Rate</u>	<u>NA</u>
<u>Estimated Hourly Wage</u>	<u>\$8.06</u>

- Periodo de Empleo:
Del 10/16/06 Al 11/11/06
- Horario de Trabajado: Horas por día 6, numero de días por semana 5 y 4 horas Sabado

- Cosecha Y Pago:

<u>Cosecha</u>	<u>NA</u>
<u>Sueldo Por Hora</u>	<u>\$8.51</u>
<u>Unidad de Produccion:</u>	<u>NA</u>
<u>Pago por Unidad</u>	<u>NA</u>

- Work Tasks To Be Performed:
Regular: Prune fruit trees by cutting selected limbs Branches and sprouts using pruning equipment Such as saws, shears and hand and pole pruners. Work from step and other ladders. Other duties Related to fruit production may be offered. (See Item 12)

- Labores a Desempenar en el Trabajo:
Normales: Podar arboles de fruta cortando selectivo ramas usando serucho trabajando de una escalerra. (Vease Punto Numero 12):

- Transportacion Provista: El Encampamento Tiastra los Huerta y Vuelta X Yes ___ No
- Vivenda Disponible Para 32 Personas
X Individuos
_ Familias

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

- Comidas Provistas: (Cantina)
___ Si X No
Los trabajadores tienen que cocinar sus comidas:
X Si ___ No

- Housing Can Accomodate 32 People
X Individuals
_ Families

- Meals:
Provided: ___ Yes X No

- Deductions:

- Deductions:

<u>Type</u>	<u>Amount</u>
Social Security	<u>___X</u>
Income Tax	<u>___X</u>
Meals: See Paragraph 13 of Job Order	
Transportation	<u>None</u>
Tools/Equipment	<u>None</u>

- | <u>Clase</u> | <u>Cantidad</u> |
|---|-----------------|
| Seguro Social | <u>___X</u> |
| Impuestos Sobre Ingresos | <u>___X</u> |
| Comidas: Vea numero 13 en la Orden de Trabajo | |
| Transportacion | <u>None</u> |
| Herramientas/Maquinaria | <u>None</u> |

KB

12. Notes to Worker

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 10/09/06.

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 10/02/06 to 10/09/06

Any Job Service Office will assist you in doing this.

12. Notas Para el Trabajadores:

Una copia de la 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 10/09/06.

Para que Ud. pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina Del Servicio de Empleos en el:

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

Durante el periodo del 10/02/06 al 10/09/06

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 Expect-
ant Mothers and Newborns.**

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

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

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

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

Provides Medical Assistance

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

Provides Day Care Assistance

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

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

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

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

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

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

Telemon
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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