

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 7/16/2008

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

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

SUBJECT: Request for Extension of Clearance Order No. 107949

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 7/16/2008 for 2, Cook's Helper 315-361-010
(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 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)

(see attachment / para más detalles vea _____)

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
			Pagos Especiales (Bono, ect.)				
Cook Assistant	\$ 8.85	\$.		Social	**		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

More Details About the Pay/Más Detalles Sobre el Pago

** If applicable, excludes H2A workers.

(see attachment / para más detalles vea 2)

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

(see attachment / para más detalles vea 2&3)

13. Is it the prevailing practice to use 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 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. 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

Carol Burke

Owner

General Manager 7/18/08

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 obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

Item 3. Workers will be housed without charge in facilities of the Frederick County Fruit Growers' Association at 801 Fairmont Avenue, Winchester, VA or housing owned or leased by the Frederick County Fruit Growers' Association or housing owned by the employer. The Frederick County Fruit Growers' housing facilities are shared with the other grower members, or pro rata share thereof. All housing complies with applicable Federal housing regulations. Housing consists of cinder block structures. Beds, mattresses, electricity, hot and cold water for bathing and laundry, flush toilets, showers and kitchen facilities are provided without charge by the employer.

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 agencies to appear to furnish them services to which they are entitled.

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 5. Referral of individuals shall be made through the Winchester Office of the Virginia Employment Commission in order to ascertain current employment and housing information and to enable proper 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 4:00 P.M. Monday through Friday.

The Clearance Order does not constitute an agreement or contract between the employee and employer until such time the employee has actually worked and has been placed on the payroll of the employer.

Employer agrees to provide each worker hired under this Clearance Order, no later than the first day of work, a copy of the complete work contract between the employer and employee.

Item 10. as directed for approximately 300 harvest workers. Keep kitchen and dinning area clean and sanitary. Must be able to lift pots that weigh up to 45 pounds when full. One year experience in cooking West Indian style food, related sanitation and food handling required. Food handler's certificate required. Kitchen operates 7 days a week. Hour(s) may vary from day to day.

The employer maintains the right to refuse to accept an obviously unqualified worker or to discharge a malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the job.

All tools, supplies and equipment required to perform the duties assigned the cook's assistant 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.

Item 11. 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 extensions 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 worker during such period will equal the stipulated earnings; or if the worker has 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 each worker on payday an itemized accounting of earnings and of all legal and authorized deductions. The employer is subject to Federal minimum wage laws

Item 12. The employer agrees to reimburse individual workers for reasonable transportation expenses and no less than \$9.25 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 of 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 to 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% of the work contract period originally offered by the employer, pay the worker for costs incurred by the worker for transportation and daily subsistence from the place from which the worker, without intervening employment, has come to work for the employer at 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 distance involved.

In the case of a 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 recruitment. If the worker competes 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 confirm to applicable regulations of the Interstate Commission Transportation from the worker's on-the-job living quarters to the place where the work is to be performed will be provided by the employer without cost to the worker.

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: Carol Burke Date: 7/8/08
FREDERICK COUNTY FRUIT GROWERS

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 Burke Date: 7/8/08

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Frederick County Fruit Growers Association, Inc., Agent

By: Carol Burk Date: 7/8/08

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

1. Order Number: VA107949
2. Name of Employer: Frederick County Fruit Growers
3. Location of Employer and Directions:
801 Fairmont Avenue, Winchester, VA
4. Period of Employment:
From 09-02-08 To 11-20-08
5. Work Schedule: 8 hours per day, 5 days per week
Plus 4 hours on Saturday
6. Crop and Pay:
Hourly Wage: NA
Estimated Hourly Wage \$8.85
7. Work Tasks To Be Performed:
Regular: Prepare and cook West Indies style meals as directed for approximately 400 employees. Keep kitchen clean and sanitary. (See Item 12)
8. Transportation Provided: NA
9. Housing can accommodate 1044 workers.
X Individuals
X Families
10. Meals: (Central Kitchen)
Provided: X Yes No
If Yes: Cost per day is \$9.90 See item 13)
Workers may do not do their own cooking.
11. Deductions:

<u>Type</u>	<u>Amount</u>
Social Security	X
Income Tax	X
Meals (See Job Order)	
Transportation	None
Tools/Equipment	X
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: 08-26-08

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 08-19-08 to 08-26-08
Any Job Service office will assist you in doing this.

1. Numero de el Orden: VA107949
2. Nombre Del Empleador: Frederick County Fruit
3. Lugar y Direccion del Empleador:
801 Fairmont Avenue, Winchester, VA
4. Periodo de Empleo:
Del 09-02-08 Al 11-20-08
5. Horario de Trabajado: Horas por dia 8, numero de dias por semana 5 y 4 horas Sabado
6. Cosecha Y Pago:
Sueldo Por Hora \$8.85
7. Labores a Desempenar en el Trabajo:
Prepara y cocinar comida de West Indies, por 400 trabajadores. Limpar cocina.
8. Transportacion Provista: Del Encampamento al la huerta y Vuelta X Yes No
9. Vivenda Disponible Para 1044 Personas
X Individuos
X Familias
10. Comidas Provistas: (Cocina)
X Si No
Si so provistas, el costo por dia es \$9.90
(Vea Numero. 13 en la Orden de Trabajo)
Los trabajadores no pueden cocinar sus comidas:
11. Deduccions:

<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>Nada</u>
Herramientas/Maquinaria	<u>Nada</u>
12. Notas Para los Trabajadores:

Una copia del orden completa esta disponible en la oficina par su inspeccion:

El empleador ha garantizado el pago por su primera semana de empleo, a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notification sea a mas a tardar el 08-26-08

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 08-19-08 al 08-26-08
Cualquier Oficina del Servicio de Empleos le asistira.

CB

**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**

**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