

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 3/17/2009

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. 127281

Extension is requested for the 1 cop(ies) of the order which is/are attached,
dated 3/17/2009 for 8, FARMWORKERS 45-2092-02
(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)

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

U.S. Department of Labor
 Employment and Training Administration



OMB 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) Snake Creek Farms FEI #: 04-3646695 360 Windgate Drive Fancy Gap, VA 24328 (276) 398-3863	Industry Code / Código de Industria 0161 Job Order # / No. Orden de Empleo 127281 Occupational Title and Code / Título Ocupacional y Código 45-2092.02 Farmworkers and Laborers, Crop																		
2. Location and Direction to Work Site / Dirección del lugar de trabajo 360 Windgate Drive Fancy Gap, VA 24328 Rt. 58 East of Hillsville 2 miles. Right on Snake Rd. 7 miles. Left on Wingate, farm is 1.5 miles on right. (see attachment / para más detalles vea ___ 1 ___)	Clearance Order Issue Date / Fecha de Tramite 3/17/09 Job Order Expiration Date / Fecha de expiración 5/18/09 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/Desde: 4/18/2009 To/Hasta 11/15/2009																		
3. Location and Description of Housing / Dirección y Descripción de la Vivienda 2150 Fancy Gap Highway Hillsville, VA 24343 Apartments - Block (see attachment / para más detalles vea ___ 1 ___)	7. No. of Worker's Requested / No. de Trabajadores Pedidos 8 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana <table border="1"> <tr> <td colspan="2">Total:</td> <td>40</td> </tr> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> </tr> <tr> <td></td> <td></td> <td>5</td> </tr> </table> 9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Total:		40	Sunday / Domingo	0	Wednesday / Miércoles	Monday / Lunes	7	Thursday / Jueves	Tuesday / Martes	7	Friday / Viernes			Saturday / Sábado			5
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		Saturday / Sábado																	
		5																	
4. Board Arrangements / Arreglo de Alojamiento In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from a store at least once a week for supplies (for workers who housing must be provided). (see attachment / para más detalles vea ___ 1 ___)																			
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos The employer or agent agrees to interview referrals from all sources. Employer's agent agrees to interview all US workers referred by the VEC who have been screened by such employment services for: 1) U.S. Employment Eligibility. 2) Availability for the entire season. 3) Have transportation to the job site. 4) Have been fully apprised by the employment office of the terms, conditions and nature of employment. (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) Jobs offered are work on a diversified crop farm handling both manual and machine tasks associated with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency. Plants, cultivares and harvests vegetables. Works on planter, plants roots, seeds and bulbs. May spread plastic or other groundcovering. Weeds, thins, plants. Transplants plants, riding on transplanter or by hand. May set poles and wires for vine plants. Picks, cuts, lifts, or pulls crop to harvest them. May tie vegetables in bunches or top them. May assist with irrigation. May operate and help maintain tractors or hand-operated equipment. May assist with general farm building maintenance. (Job Specifications continue at Item 10, Job Specifications, ETA 790 Attachment 1.) (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 trabajos ofrecidos son para trabajar en una granja de cultivo diversificado manejando trabajos manuales o con maquinas asociadas en la producción de bienes y actividades de cosecha. Los empleados deben de ser capaces de realizar actividades manuales y mecanizadas con exactitud y eficacia. Planta, cultiva y cosecha vegetales(verduras). Trabaja en la plantadora, planta raíces, semillas y bulbos(camotes). Podría extender plásticos o otras cubiertas de suelo(superficie). Deshacerse(cortar) de malas hierbas, mermar(entresacar), y plantar. Trasplantar plantas, ir sobre la trasplantadora o por mano. Podría poner palos(postes) y alambres para plantas de vid. Coge, corta, levanta, o jala cultivo para cosecharlos. Podría atar la verdura en manojos o descabezarlos. Podría ayudar con la irrigación. Podría operar y ayudar a mantener los tractores o equipo de mano. Podría ayudar con el mantenimiento de la construcción general de la granja(finca). (Las especificaciones del trabajo continuaron en Artículo 10, Especificaciones de Trabajo, ETA 790 Fijación 1.) (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)							
'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 Período de Pago
					SI	NO	
Cabbage, Pumpkin, Winter Squash, Onions.	\$ 7.40	\$		Social	<input checked="" type="checkbox"/>		Weekly / Semanal
				Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>		
				State Tax Impuestos Estatales	<input checked="" type="checkbox"/>		Bi-weekly / cada 2 sem.
				Meals (comidas)		<input checked="" type="checkbox"/>	
				Other (specify) / Otro		<input checked="" type="checkbox"/>	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago

All work provided in this job order will be compensated by the hour at the current AEW (adverse effect wage rate) of \$ 7.40 /hour, or the local federal or state minimum wage rate, whichever is higher. In the event DOL promulgates a new AEW during the recruitment of contract period which is lower than the AEW in effect at the time of application, this lower AEW becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new SEWR. See attachment item 11 for expanded explanation.

(see attachment / para más detalles vea 1)

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

For workers who complete the 50% of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. See attachment item 12 for expanded explanation.

(see attachment / para más detalles vea 1)

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 X If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga el Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo:

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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15. Workers' compensation insurance provided / Indemnización por accidente de trabajo:

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

NONE

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

NONE

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) Virginia Employment Commission 192 Bristol East Road Bristol, VA 24202,	20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya número de teléfono) Mr. Felix Acosta Phone: (276) 642-7350
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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

John C. Ball Partner

Date: 2-23-09

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-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 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 Empleo 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. Location and description of housing

Housing is provided at no cost only to non-commuting workers. "Non-commuting workers" are those workers who are not reasonably able to travel to and from the residence he/she occupied at the time of employment offer each work day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.

Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing.

Directions to housing: At intersection of Rt. 52 and Rt. 58 in Hillsville, VA, take right Rt. 52 South out of Hillsville; to 2.5 miles to 2150 Fancy Gap Highway (Stable Inn Apartments) on right.

Housing will be clean and in compliance with applicable federal housing standards or local rental housing standards when made available for occupancy. Workers occupying the housing will be responsible for maintaining the housing and their living quarters in a neat, clean manner and in compliance with Work Rules which will be provided upon hiring and are attached hereto and incorporated by reference in this Application. Failure to comply with these rules will result in disciplinary action as described in the Work Rules. Reasonable repair costs of damage other than that caused by normal wear and tear will be charged to workers found to have been responsible for willful or negligent damage to housing or furnishings. Workers will be assigned to employer-provided housing by a designated company manager and must occupy the quarters assigned to them. Women workers will be provided with sleeping facilities shared with other female workers and segregated toilet facilities. Dining and other common area will be shared or separate cooking facilities will be provided.

Item 4. Board arrangements

In addition to providing free cooking and kitchen facilities, employer will provide free transportation ~~for workers to and from a store at least once a week for supplies (for workers for whom housing must be provided).~~

Item 5. Referrals

Referrals of individuals shall be made through the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. The "applicant holding office" after coordinating the referral with the order holding office will contact the employer's agent or the employer directly and advise the agent or employer of the referral or referrals. When possible, a translator will be made available. Interviews, either in person or by telephone, will be conducted by the employer's agent during the hours of 9:00 AM to 4:00 PM, Monday through Friday. Employer's agent will interview the person during the above mentioned hours if necessary. Employer's agent to be contacted first at the following address and phone number. If unavailable, contact employer directly during the same hours.

MAS Labor H-2A, LLC.
P.O. Box 507
Lovingson, VA 22949
434-263-4300/434-263-4700 (fax)

Order holding office: Virginia Employment Commission
192 Bristol East Road
Bristol, VA 24202,
(276) 642-7350

Item 7 Number/Type of Workers

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to U.S. law. All workers hired under this job order must demonstrate eligibility to work legally in the U.S. Refer to the back of Form I-9 for documents acceptable for purposes of establishing employment eligibility. After hiring, employer may verify legitimacy of social security numbers through Employment Verification System (EVS) for workers who have not been employed by him in previous years.

Workers should bring with them documents verifying their legal right to work in the U.S. at the time of employment. Valid eligibility documents will be necessary to complete payroll tax withholding and I-9 forms.

Employer's agent agrees to interview all US workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

1. Availability for entire season
2. Have transportation to job site
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment
4. Are legally entitled to work in the U.S.

Actual hiring commitment is left to the discretion of the employer when applicant presents himself for employment.

Item 8. Work Week

The work day is from 7:00 AM until 3:00 PM Monday through Friday and 7:00 AM until 12 noon on Saturday, with an unpaid lunch break (7 hours/day and 5/day on Saturday). The worker may be requested, but not required, to work as much as 12 hours per day and/or on the Sabbath, depending on weather and other conditions. Extreme heat, cold or drought may affect working hours. Employer will offer 40 hours/week, weather and crop conditions permitting. Worker will report to work at designated time and place as directed by employer each day.

Item 10. Job Specifications

Crops grown on Snake Creek Farm include cabbage, pumpkins, winter squash, and onions. Workers will transplant produce plants, cultivate and weed as needed. Workers will pick produce as it ripens. Considerable stooping and kneeling is required. Care must be taken to prevent damaging produce and plants. Workers will transplant plants, lay plastic and drip tape, remove plastic from fields, cultivate and weed as needed.

Cabbage: Workers will help to pull cabbage plants from cabbage bed, set plants by placing plants by hand into rotating wheel while riding transplanter towed by tractor through field. Care must be taken to position plants properly into transplanter and not bruise or break plants. Workers will help replant and cultivate and set plants where needed in replanting. Workers will cut selected heads of cabbage and place in trailer drawn through field. With knife in hand, worker slightly bends cabbage

head with free hand in direction of cut, and cuts cabbage head away from stalk, leaving 3 or 4 outer leaves around cabbage head for protection.

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

In addition, workers may be required to perform variable tasks such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding and other tasks related to general farming.

Work may also include mechanized field work using power equipment. By way of example and not limitation power equipment may include tractors, planters, sprayers, cultivators and other equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations.

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

Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing.)

Employer will accept any worker or workers who are capable of performing the work. Employer is willing to train workers for a period not to exceed 3 days (24 working hours). Persons seeking employment under the provisions of this job order should be available for the entire period requested by the employer. All terms and conditions included in the job order will apply equally to all workers, domestic and foreign, specifically employed according to the provisions of this job order.

Employer retains the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product. (See also Attachment 2, General Conditions).

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

Item 11. Wage Rates/Pay Information

Workers are paid weekly. All general production work provided in this job order will be paid by the hour at the current AEW of \$7.40/hour, or at the prevailing wage rate as determined by the Virginia Employment Commission, or the legal federal or state minimum wage rate, whichever is highest. In the event the DOL promulgates a new AEW during the recruitment or contract period which is lower than the AEW in effect at time of application, this lower AEW becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new AEW.

The employer guarantees to offer the workers employment for at least $\frac{3}{4}$ of the work hours of the total period during which the work order and all extensions thereof are in effect, beginning with the first work day after the arrival of the workers at the place of employment and ending on the termination date specified in the work order or its extension, if any. If the employer offers the worker during such period less employment than required under this provision, the worker will be paid the amount he/she would have earned had he/she, in fact, worked for the guaranteed number of hours. Employee will perform other duties related to this/these crop activities and other tasks required in operating a farm.

If, before the expiration date specified in the work order, the service of the workers is no longer required for reasons beyond the control of the employer due to fire, or other Acts of God, such as frost, flood, drought, hail, etc. which makes the fulfillment of the contract impossible, and the RA so certifies, the employer may terminate the work order and return the worker to the place from which the worker, without intervening employment, came to work for the employer at the expense of the employer.

Employer will provide without charge all tools, supplies and equipment necessary to perform duties assigned.

Unless the employer has amended the date of need no less than ten (10) working days prior to the date of need through notice to the order holding office, the employer will guarantee one week's wages to all workers subject to this order beginning with the anticipated start date. Employers may require workers to perform alternative work. "Alternative work" includes all work described in this job order or otherwise approved by the SWA.

Any U.S. worker who fails to notify the nearest SWA no sooner than nine (9) working days and no later than five (5) working days prior to the anticipated date of need of his/her intentions to fill the job for which he/she was referred and recruited will be disqualified from the first week's wage guarantee described above.

~~If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker.~~

Employer agrees to maintain adequate and accurate payroll records. The employer will furnish to each worker on payday an itemized accounting of earnings and of all legal and authorized deductions. Social Security, FICA, and FUTA deductions will be made for individual U.S. workers as required by law.

Employer will provide workers' compensation at no cost to workers covering injury and disease arising out of and in the course of worker's employment. Proof of worker's compensation insurance will be provided to Regional Administrator prior to certification date.

Item 12. Transportation

For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the U.S. Consulate/Port of Entry from which the worker came to work for the employer to the place of employment. Subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts.) The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

If the worker completes the period of employment, the employer will provide or pay for the worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker has accepted subsequent employment with another employer who agrees to accept the return transportation costs, in which case this employer only pays for the transportation to the next job.

For the purposes of the above requirements the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work until the anticipated ending day of employment in Item 6.

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance (to and from their permanent place of residence each day; see page one). Return transportation will not be provided to workers who voluntarily abandon employment before the end of employment period or who are terminated for cause.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return on a daily basis. Such transportation shall be in accordance with applicable laws and regulations. The use of this transportation is voluntary; no worker will be required as a condition of employment to utilize the transportation and subsistence if applicable.

If the services of the worker are no longer required for reasons beyond the control of the employer due to fire or other acts of God such as frosts, flood, drought, hail or the like which makes fulfillment of the work period impossible and Regional Administrator so certifies, the employer will provide reimbursement for transportation and daily subsistence from the place of recruitment for covered employees.

General Conditions

To be hired for employment under this job order, the worker must be able, willing and qualified and be available at time and place needed to perform the work described in this job order.

The worker understands that if he quits or is terminated for cause prior to the end of the period of employment he will not receive certain transportation reimbursement discussed under Item 12 and may not be eligible for rehire in future years.

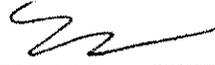
Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker (a) abandons the employment; three consecutive workdays of unexcused absence shall be an abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violation(s) of the employer's work rules; the employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of general rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reasons for termination of employment.

This work agreement shall also be terminated by reason of fire, hurricane, frost, flood, drought, hail, other acts of God or other calamity or reason beyond the employer's control to make fulfillment of this work agreement impossible. "Reason beyond employer's control" includes termination of worker, if he is not a US worker because a US worker makes himself available for the job under DOL 30-Day rule.

A copy of the Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

Snake Creek Farms

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be 10, of which 8 are expected to be H-2A workers for which certification is requested and the balance will be US workers. These numbers are estimates only as total workforce needs are dependent upon weather, crop conditions and worker availability.



Elizabeth D. Whitley
MAS Labor H2A, LLC

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 127281
 2. NAME OF EMPLOYER: Snake Creek Farm
 3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)
 4. PERIOD OF EMPLOYMENT:
FROM 04-18-09 to 11-15-09
 5. WORK SCHEDULE:
HOURS PER DAY 8 DAYS PER WEEK 5
 6. CROP AND PAY:
CROP: Vegetables
HOURLY WAGE: \$7.40 or '09 AEW
PIECE RATE: N/A
 7. WORK TASKS TO BE PERFORMED:
Workers will plant, cultivate, harvest vegetables. Workers will remove weeds either by hand or with a hoe. Carrying and hauling potting soil, water and containers. Workers will be required to prepare load/unload all crops for shipment to market. Heavy field work, stoop labor required.
 8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
 YES NO
 9. HOUSING CAN ACCOMMODATE 8 PERSONS
 INDIVIDUAL
 FAMILY
 10. MEALS:
PROVIDED: YES NO
IF YES: COST PER DAY n/a
(See item 13 in Job Order)
WORKERS MAY DO THEIR OWN COOKING:
 YES NO
 11. DEDUCTIONS:
- | TYPE | AMOUNT |
|-------------------|--------|
| SOCIAL SECURITY | XXXXXX |
| INCOME TAX | XXXXXX |
| TRANSPORTATION | NONE |
| TOOLS & EQUIPMENT | NONE |

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. NUMERO DE LA ORDER: 127281
 2. NOMBRE DEL EMPLEADOR: Snake Creek Farm
 3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)
 4. PERIODO DE EMPLEO:
DEL 04-18-09 al 11-15-09
 5. HORARIO DE TRABAJO:
HORAS POR DIA 8 NUMERO DE DIAS POR SEMANA 5
 6. COSECHA Y PAGO:
COSECHA: Vegetables
SUELDO POR HORA: \$7.40 '09 AEW
PAGA POR UNIDAD: N/A
 7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Trabajadores plantarán, cultivan, y cosechar verduras. Preparar la tierra y cubrir las verduras para proveer protección. Trabajadores deben cargar las cosechas en camiones para transporte al mercado. Se requerirán doblar, estar paradas e inclinarse y llevar las cajas de producto.
 8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMIENTO HASTA LOS LUGAR M DE TRABAJO Y VUELTA SI NO
 9. VIVENDA DISPONIBLE PARA 8 PERSONAS:
 INDIVIDUOS
 FAMILIAS
 10. COMIDAS PROVISTAS:
 SI NO
SI SON PROVISTAS, EL COSTO POR DIA SERA n/a (Vea Num.13 en la Orden de Trabajo)
LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS SI NO
 11. DEDUCCIONES:
- | CLASE | CANTIDAD |
|---------------------------|----------|
| SEGURO SOCIAL | XXXXXX |
| IMPUESTOS SOBRE INGRESOS | XXXXXX |
| TRANSPORTACION | NO |
| HERRAMIENTAS Y MAQUINARIA | NO |

CREWLEADER 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 04-03-09.

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION
Bristol, Virginia 24203
276-642-7350

During the period of 04-03-09 to 04-10-09,
Any Job Service office will assist you in doing this.

SUMA COBRADA POR EL
CONTRATISTA DE TRABAJADORES
AGRICOLAS NO

12. NOTAS PARA EL TRABAJADOR:

Una copia de la orden completa esta disponible en la oficina para 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 notificacion sea a más tardar el 04-03-09.

Para que Ud pueda tener derecho a esta garantia de pago, tendrá que ponerse en contacto con la Oficina del Servicio de Empleo en el:

VIRGINIA EMPLOYMENT COMMISSION
Bristol, Virginia 24203
276-642-7350

Durante el periodo el 04-03-09 al 04-10-09,
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

COMMUNITY SERVICES

STATEWIDE HUMAN SERVICES INFORMATION REFERRAL
1-800-230-6977

CARROLL COUNTY HEALTH DEPARTMENT
605-15 PINE STREET
HILLSVILLE, VA 24343
276-728-2166

CARROLL COUNTY SOCIAL SERVICES
605 PINE STREET
HILLSVILLE, VA 24343
276-728-9186

HOTLINE AND CRISIS
C.D.C. NATIONAL AIDS HOTLINE
TOLL FREE (24 HOURS) 1-800-342-2437
SIDA (IN SPANISH) 1-800-344-7432

EMERGENCY SERVICE

CARROLL COUNTY FIRE DEPARTMENT
9-1-1
~~ALL OTHER PURPOSES~~
276-728-4146

CARROLL COUNTY RESCUE SQUAD
9-1-1
ALL OTHER PURPOSES
276-728-4146

SHERIFF'S OFFICE

9-1-1
ALL OTHER PURPOSES
276-728-4146

HOSPITAL

TRI-AREA HEALTH CLINIC
276-398-2298

FAMILY HEALTH CENTER
702 PINE STREET
HILLSVILLE, VA 24343
276-728-2401