VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 6/22/2006

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 5062767

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

dated 6/22/2006 for 60 (No. of Openings), Farm Worker, Fruit 403-687-010 (Occupational Title and Code)

to be sent to the offices of your choice.

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

Michelle C Abraham
(signature)

* *

DATE _____

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

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

_____
(signature)

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

U.S. Department of Labor
Employment and Training Administration
O.M.B. Approval No. 1205-0134, Expires 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)

Mt Clifton Fruit Company, LLC
17581 Mechanicsville Road

Timberville, VA 22853
(540) 896-3079

Industry Code / Código de Industria: 0175

Job Order # / No. Orden de Empleo: VA 5062767

Occupational Title and Code/Titulo Ocupacional y Código: Farmwork, Fruit 403.687-010

Clearance Order Issue Date/Fecha de Tramite: 6/22/06

2. Location and Direction to Work Site / Dirección del lugar de trabajo

17581 Mechanicsville Rd
Timberville, VA 22853
1-81, exit 264 onto SR 211 (W. Old Cross Rd) proceed approx. 6 miles, take right onto SR 42 (S Main St). Keep straight on Main St., take left onto Orchard Drive. Proceed approx. 2 miles, bear right on SR 614.

(see attachment / para más detalles vea 1)

Job Order Expiration Date / Fecha de expiración: 08/31/06

6.Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: **8/1/2006** To / Hasta: **10/1/2006**

7. No. of Worker's Requested / No. de Trabajadores Pedidos: **60**

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

Buck Hill Camp - 701 Rockingchair Lane, Mt. Jackson, VA 22842 - block building
Holmans Creek Camp-950 Pinewoods Rd, Quicksburg, VA 22847 - block building
Mt. Clifton Camp -150 Catlett Lane, Quicksburg, VA 22847 - block building
Vetters Camp - 7189 Vetters Road, Timberville, VA 22853 - Wooden frame building
Hilltop Camp - 16211 Bowman Orchard lane, Timberville, VA 22853 - wood frame building
Mason Camp - 16543 Bowman Orchard Lane, Timberville, VA 22853 - block building

(see attachment / para más detalles vea 1)

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

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

9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:

Employer/El Empleador	Yes	X	No	
Local Office/Oficina Local	Yes		No	X

4. Board Arrangements / Arreglo de Alojamiento

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

(see attachment / para más detalles vea 1)

5. Referral Instructions / Instruciones 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, 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

(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]

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

(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]

La fruta será cortada utilizando escaleras y cubetas. La altura de la escalera es de 14 a 20 pies (4 a 6 metros) de altura y con un peso de 35 a 50 libras (15 a 23 kilos) cada una. Las cubetas son de metal, con fondo de descarga, se utiliza a nivel de cintura en frente y suspendida desde los hombros con correas de lona de 2 pulgadas. Las cubetas, llenas de manzanas, pesan 40 libras (18 kilos). Se requiere que los colectores puedan cortar las manzanas con su dedo pulgar y mano para evitar magulladuras. Cada manzana debe ser cuidadosamente colocada en la cubeta para evitar magulladuras. Cuando la cubeta se llene, los recolectores bajan de las escaleras, con cuidado para evitar el "golpeteo" de la cubeta contra la escalera y vacía la cubeta con cuidado en la caja de manzanas. La cubeta debe de ser descendida hacia la caja de tal manera que las manzanas no caigan o roden en exceso. La caja se llenará de manera nivelada y no siempre en dos esquinas y dejando que las manzanas roden abajo una pirámide. Los supervisores de la compañía harán demostraciones de como se cortan las manzanas previamente a que inicie la temporada. El sobrellenado o bajo llenado de las cajas no está permitido.

(see attachment / para más detalles vea 1)

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciónes (Rebajas)

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)		Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciónes	YES SI	NO	Pay Period Periodo de Pago	
Golden Delicious Fresh	$ 8.51	$			Social		X	Weekly / Semanal	X
other fresh grade +	$	$			Federal Tax Impuestos Federales		X		
processing grade	$	$ .58	per 24/9 cubic	box	State Tax Impuestos Estatales		X	Bi-weekly / cada 2 sem.	
	$	$			Meals (comidas)		X		
	$	$			Other (specify)/ Otro		X	Other / Otro	

More Details About thePay/Más Detalles Sobre el Pago

All work provided in this job order will be compensated by the hour at the current adverse effect wage rate of $ 8.51 /hour, or the legal federal or state minimum wage rate, whichever is highest. In the event the DOL promulgates a new AEWR during the recruitment or contract period which is lower than the AEWR in effect at time of application, this lower AEWR becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new AEWR. 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 50 percent of the work period, the employer will reimbuse 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 explantation.

(see attachment / para mas 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 Agícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si _____ No X 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	X
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo:	Yes	X	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	X	No	

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

NONE

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

NONE

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)

VEC
100 Premier Place
Winchester, VA 22601
540 722 3420

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

Mac Munoz
540 722-3415

21. **Employer's Certification:** This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
Certificacion del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materials, terminus, y condiciones ofrecidos.
Employer's Signature & Title/ Firma y Título del Empleador

RICM BUSINESS MANAGER. Date: 6/15/06

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requrements are mandatory by 20 CFR 653.500. Persons ere 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 defined as those workers who are not reasonably able to travel to the work site from their permanent place of residence, and return, each work day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.

No tenancy in such housing is created. Employer retains possession and control of 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:

Buck Hill Camp - 701 Rockingchair Lane, Mt. Jackson, VA 22842 - block building - Mt. Jackson exit 273 from I-81, west on Rt. 703, south on Rt. 614, west on Rt. 263, north on 710 (Pleasant View Road). West on Rt 725 (Orchard Road). North on Rockingchair Lane.

Holmans Creek Camp-950 Pinewoods Rd, Quicksburg, VA 22847 - block building - Mt. Jackson exit 273 from I-81. West on Rt 703. South on Rt 614 (south Middle Road) into Forestville. East on 767 (Quicksburg Road). Norht on Rt. 730 (Pinewoods Road)

Mt. Clifton Camp -150 Catlett Lane, Quicksburg, VA 22847 - block building - Mt. Jackson exit 273 from I-81. West on Rt. 703. South on Rt. 614 (South Middle Road) into Forestville. West on Rt. 42 West on Rt. 727 (Solomans Church Road) north on Catlett Lane.

Vetters Camp - 7189 Vetters Road, Timberville, VA 22853 - Wooden frame building - New Market exit 264 from I-81, West on Rt. 211, West on Rt. 42, West on Rt. 881 (Orchard Drive). South on Andrick Mill Road. West on Rt 790 (Vetters Road).

Hilltop Camp - 16211 Bowman Orchard lane, Timberville, VA 22853 - wood frame building - New Market exit 264 from I-81, West on Rt. 211, West on Rt. 42, West on Rt. 881 (Orchard Drive). South on Andrick Mill Road. West on Rt 790 (Vetters Road). North on Bowman Orchard lane.

Mason Camp - 16543 Bowman Orchard Lane, Timberville, VA 22853 - block building - New Market exit 264 from I-81, West on Rt. 211, West on Rt 42, West on Rt. 881 (Orchard Drive) South on Bowman Orchard Lane.

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 deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. Workers will assign 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
Lovingston, VA 22949
434-263-4300/434-263-4700 (fax)

Order holding office:

Virginia Employment Commission
100 Premier Place
Winchester, VA 22602
540-722-3420

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

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.

Item 8. Work Week

The work day is from 7:00 AM until 3:00 PM Monday through Friday and 8:00 AM until 12 noon on Saturday, with an unpaid lunch break (7 hours/day and 5/day on Saturday). The worker may be requested 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

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

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

The employer has established a picking bruise standard to which all pickers must adhere. It is as follows: A roving inspector paid for by the employer selects at random samples consisting of 25 apples from bins. Apples will be graded and scored for amount of bruises and amount of

spurs/trash in the bin. Scoring is according to USDA standards for US Fancy grade or better. Standards are explained and demonstrated to all workers prior to season's start. Inspectors review the results of the inspection immediately with the supervisor.

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

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

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

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

Workers are exposed to wet weather early in the morning through the heat of the day, working in 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).

At the end of the three-day training period, when paid by the piece for picking apples, workers will be expected to pick sufficiently quickly to generate earnings of at least the Fair Labor Standards Act (FLSA) U.S. minimum wage of $5.15/hour (hourly pay will be guaranteed at the 2007 AEWR of $8.51/hour for hours worked during the training period). 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, malingerer 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 orchard production work provided in this job order will be paid by the hour at the current AEWR of $8.51/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 AEWR during the recruitment or contract period which is lower than the AEWR in effect at time of application, this lower AEWR becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new AEWR.

Workers paid on a piece rate basis will receive 58 cents ($0.58) per 2419 cubic inch box of fruit for "fresh" grade apples and "processing" grade apples. Fresh grade Golden Delicious will be paid at the current AEWR hourly rate of $8.51 per hour. Apple picking is done at the above listed piece rate wherever possible.

For each pay period all workers hired under this job order working on a piece rate will be guaranteed that their total earnings will at least equal the current AEWR of $8.51/hour or the prevailing wage rate as established by the Virginia Employment Commission or the legal federal or state minimum wage rate, whichever is highest. If a worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed rate, the worker will be provided makeup pay to the guaranteed minimum for each hour worked.

When picking is not available, other tasks related to the production of apples will be offered, including picking roots, rocks and other debris, mulching trees, inserting/removing tree spreaders, cutting shoots and suckers, cleaning and clearing fence rows and farm buildings, operation and maintenance of tractors and other equipment under supervision. All such tasks will be compensated on an hourly rate basis of $8.51/hour.

The employer guarantees to offer the workers employment for at least ¾ of the work days 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 days. 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.

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. FICA and FUTA deductions will be made for individual workers as applicable.

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

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. Subsistence will be in accordance with current rates published in the ***Federal Register*** (for workers with and without receipts.) The amount of the reimbusement 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. At the employer's

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.

Assurances

The employer agrees to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

Workers Compensation Insurance

Carrier: Cincinnati Insurance Company
Policy: WCC850473A "attached"

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 MAS Labor H2A, 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 said agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

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

EMPLOYER SIGNATURE: _____ DATE: 6/5/06

MAS Labor H2A, does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. MAS Labor H2A, is neither the employer nor a joint employer of the workers requested, and the individual employer above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that MAS Labor H2A, has been specifically authorized to make hiring commitments on behalf of the employer.

MAS Labor H2A, agent

By: _____ DATE: 6/5/06

Elizabeth D. Whitley

APPLICATION FOR CONDITIONAL ENTRY

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

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance with USDOL regulations in __2006__ but, because of disuse, cannot meet applicable standards at this time.

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

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

I expect my housing to be occupied by _August 1, 2006__.

Elizabeth DeWhitley
Agent

6/15/06
Date

E.S. Representative

Date

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be __60__, of which ___60__ will 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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID: KI
BOWMA-4

DATE (MM/DD/YYYY): 12/06/05

PRODUCER

Scott Insurance (Rke)
P O Box 2829
Roanoke VA 24001
Phone: 540-343-8071 Fax: 540-345-2958

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Bowman Fruit Sales, LLC etal
Bowman Agricultural Enterprise
Bowman Orchards, LLC
Bowman-Hearty, LLC
Mt. Clifton Fruit Company, LLC
17581 Mechanicsville Rd
Timberville VA 22853

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Agriculture Ins Co.	
INSURER B: CINCINNATI INSURANCE CO	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT X LOC	CPP850473A	12/06/05	12/06/06	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CAS850473A VALUATION-ACV HIRED CAR PHYSICAL DAMAGE LIMIT: $50,000 DED: $250 COMP $1,000 COLL	12/06/05	12/06/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CCC4333004	12/06/05	12/06/06	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCC850473A	12/06/05	12/06/06	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A		OTHER Equipment Floater	COP850473A VALUATION-ACV	12/06/05	12/06/06	Lsd/Rntd Ded	$100,000 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

SAMPLE

To Whom it May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jane R Waller

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WORK RULES

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgement of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.

2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Employer will test for drugs upon suspicion of use.

3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7AM. Three days' absence will constitute abandonment of employment and worker will be terminated.

4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.

5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.

6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.

7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.

9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.

10. Workers may not take unauthorized breaks from work.

11. Workers may not leave the field or other assigned work area without permission of employer or person in charge.

12. Workers may not enter employer's premises without authorization.

13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.

14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.

15. Workers may not deliberately restrict production, damage plants or bruise fruit.

16. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.

17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.

18. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.

19. Workers will be discharged if they steal from fellow workers or the employer.

20. Workers will not falsify identification, personnel, medical, production or other work-related records.

21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.

22. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.

23. Workers must not misuse or remove from the farm premises without authorization any employer-owned property.

24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.

25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.

26. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

    First offense: oral warning and correction
    Second offense: written warning and unpaid leave for balance of pay
    Third offense: immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

NORMAS DE TRABAJO

Aunque no es la intención de que esta sea una lista completa, estas normas de trabajo tienen la intención de servirles de guía a los trabajadores en cuanto a la conducta que se espera de ellos.

Se les notifica que cualquier violación de los requisitos legítimos relacionados al trabajo que tenga el patrón, incluyendo estas normas de trabajo, serán consideradas como motivo para despedir al trabajador inmediatamente, sanciones, tales como suspensión de oportunidades de trabajo por el resto del día o hasta tres días a la vez, pueden llevarse a cabo en el caso de violaciones menos graves.

Se espera que los trabajadores cumplan con todas las normas relacionadas a disciplina, asistencia al trabajo, calidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrón le provea.

1. Cualquier trabajador que haga mal trabajo podrá ser suspendido sin pago por el resto del día de trabajo o por hasta tres días según la decisión de su supervisor, dependiendo del grado de la infracción, antecedentes de trabajo del trabajador y otros factores pertinentes. Despido del trabajador podría resultar de cualquier ofensa posterior.

2. No se permite ningún uso o posesión de cerveza, licor, o drogas ilegales durante el tiempo de trabajo o durante cualquier día de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no deben reportarse al trabajo mientras estén bajo la influencia de cerveza, licor o drogas ilegales. Los empleados pueden ser despedidos por uso excesivo de alcohol, embriaguez y/o conducta indisciplinada en la vivienda después de las horas de trabajo. Drogas ilegales no se pueden usar, vender, fabricar o guardar en ninguna propiedad del patrón, incluyendo las viviendas.

3. No se permitirán ausencias excesivas. Este es trabajo regular, de todos los días, en el cual se espera que todos los empleados estén presentes, capaces y dispuestos a trabajar todos los días de trabajo. Este no es trabajo esporádico ni "a jornal." Tardanzas excesivas o repetidas no serán permitidas. Cualquier ausencia del trabajo debe ser reportada antes de las 7 A.M. Tres días de ausencia significa abandono del empleo y el trabajador será terminado(perderá el empleo).

4. Los trabajadores deben mantener limpias y en buen estado las áreas de vivienda que se les provean, teniendo en cuenta lo que sea desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus áreas de vivienda en el mantenimiento de las áreas de cocina y vivienda. No se permiten animales(mascotas) de ninguna clase.

5. Todos los carteles requeridos por las leyes federales y estatales estarán fijados en cada vivienda. No se pueden quitar, desfigurar o modificar de ninguna manera. Los trabajadores que quieran copias se las pueden pedir al capataz(supervisor).

6. Todas las viviendas deben ser cerradas con llave cada mañana antes de ir al trabajo. Las luces y calefacción que no sean necesarias deben ser apagadas; las puertas y ventanas cerradas en caso de lluvia, y para preservar la calefacción.

7. Los trabajadores que vivan en viviendas con literas no las pueden desmontar ya que el espacio del piso es necesario para todos los ocupantes.

8. Los trabajadores que viven en las viviendas del patrón no pueden cocinar en los dormitorios o en cualquiera otra área que no sea la cocina. El patrón proveerá los aparatos y artículos para cocinar.

9. Los trabajadores no deben tirar papeles, latas, botellas ni otra basura en los campos, el área de trabajo, ni en el área de vivienda. Se deben usar los recipientes para basura y desperdicios.

10. Los trabajadores no deben tomar descansos no autorizados durante horas de trabajo.

11. Los trabajadores no deben salir del campo u otra área de trabajo asignada sin permiso del patrón o de la persona encargada.

12. Los trabajadores no deben entrar a la propiedad del patrón sin autorización.

13. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, ni continuar trabajando después de la hora de terminar.

14. Los trabajadores que viven en las viviendas del patrón no deben tener visita después de las 10:30 p.m. excepto los sábados por la noche cuando las horas de visita terminan a medianoche. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrón, debe dormir en los dormitorios.

15. Los trabajadores no deben limitar la producción a propósito, dañar la fruta excesivamente o intencionalmente..

16. Cualquier trabajador que amenace físicamente a otro trabajador, al patrón o al supervisor con cualquier herramienta o arma será despedido inmediatamente.

17. Cualquier trabajador que se descubra que lleve, use o tenga en su posesión cualquier arma peligrosa será despedido inmediatamente.

18. Los trabajadores podrán ser despedidos por cualquier pelea que tengan en la propiedad del patrón, incluyendo el área de vivienda, a cualquier hora.

19. Cualquier trabajador que le robe a otro trabajador o al patrón será despedido.

20. Los trabajadores no deben falsificar documentos de identificación, personal, médicos, de producción, ni otros documentos relacionados al trabajo.

21. Los trabajadores no deben intencionalmente abusar o destruir cualquier maquinaria, camión u otro vehículo, equipo, herramientas u otra propiedad del patrón o de otros empleados.

22. Los trabajadores no deben operar o usar camiones ni otros vehículos, maquinas, herramientas o otro equipo si no se les ha sido asignado específicamente por su supervisor. Los trabajadores no deben usar u operar camiones ni otros vehículos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente autorizados por el patrón.

23. Los trabajadores no deben maltratar ni remover del área de la finca, sin autorización de su supervisor, ninguna propiedad del patrón.

24. Los trabajadores deben obedecer todas las normas de seguridad y las practicas de seguridad comunes y deben reportar cualquier herida o accidente inmediatamente a su supervisor o a la oficina del patrón.

25. Los trabajadores deben obedecer las instrucciones del supervisor. Insubordinación es causa para el despido.

26. Los trabajadores que violen las normas de trabajo serán disciplinados de la siguiente manera:

Primera ofensa:	aviso oral y corrección
Segunda ofensa:	aviso por escrito y resto del día sin paga
Tercera ofensa:	despido inmediato con detalle de los hechos por escrito. Se le pedirá al trabajador que firme los hechos por escrito.

Virginia Employment Commission
Winchester Local Office

Summary of Employment Conditions Specified on Job Order

1. Order Number: VA5062767

2. Name of Employer: Mt. Clifton Fruit Company

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

4. Period of Employment:
   From 08/01/06 To 10/01/06

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

6. Work to be performed: Apple Picking
   Hourly Wage: $8.51
   Per 2419 cubic box .51 cents

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

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

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

10. Deductions:

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

11. Notes to Workers:

A copy of the full job order is available for inspection in This office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by: 07/25/06

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 of 07/18/06 to 07/25/06.
Any Job Service Office will assist you in doing this.

Virginia Comision de Empleo
La Oficina de Winchester

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

1. Numero de el Orden: VA5062767

2. Nombre Del Empleador: Mt. Clifton Fruit Company

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

4. Periodo de Empleo:
   Del 08/01/06 Al 10/01/06 .

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

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

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

8. Vivenda Disponsible Para 281 Personas
   281 Individuos
   0 Familias

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

10. Deduccions:

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

11. Notas Para los Trabajadores:

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

El empleador ha garantizado el pago por su primera semana de empleo, a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notification sea a mas a tardar el 07/25/06.

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 07/18/06_ al 07/25/06
Cualquier Oficina del Servicio de Empleos le asistira .

Virginia Employment Commission
Community Services for Shenandoah County

Available for Medical Services

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

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

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

Provides Food Pantry and Other
Emergency Services to Ag Workers

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

Legal Assistance to Workers

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

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

Government Agencies

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

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

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

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

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

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