VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 12/18/2008

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

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

SUBJECT: Request for Extension of Clearance Order No. 121798

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

dated 12/18/2008 for 2 (No. of Openings), First Line Supervisor Horticultural Workers 45-1011-04 (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

O.M.B. Approval No. 1205-0134, Expires 08/31/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)
Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)

Acorn Hill Vineyard FEI #: 75-3181403
179 Acorn Hill Drive
Madison, VA 22727
(540) 948-3321

Industry Code / Código de Industria: 111332
Job Order # / No. Orden de Empleo: 121798

Occupational Title and Code / Título Ocupacional y Código
45-1011.04 First-Line Supervisors-Horticultural Workers

Clearance Order Issue Date / Fecha de Tramite: 12/18/08
Job Order Expiration Date / Fecha de expiración: 6/16/09

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

179 Acorn Hill Drive
Madison, VA 22727
Intersection of Route 29 and Route 230, go West on Rt 230 approximately 1.5 miles. Turn right into vineyard driveway -- 6109 Wolftownhood Road.

(see attachment / para más detalles vea 1)

6. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 1/15/2009 To / Hasta 11/15/2009

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 2

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

570 Courthouse Mountain Road
Madison, VA 22727

Framed, split level single family house

(see attachment / para más detalles vea 1)

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

		Total:	40
Sunday / Domingo	0	Wednesday / Miercoles	7
Monday / Lunes	7	Thursday / Jueves	7
Tuesday / Martes	7	Friday / Viernes	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 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 / 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 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]

First-line supervisor of crew of vineyard workers managing all aspects of vinifera grape cultivation, production and harvest, including vineyard equipment operation and maintenance, vine puning, canopy maintenance, fruit/leaf/shoot tinning, cane placement, trellis management, herbicide and pesticide application and other tasks. Must possess or be able to obtain within 2 weeks post-employment valid U.S. driver's license + valid certified chemical applicator license. Chemical applicator license must be obtained through the VA Dept of Agriculture at cost to the applicant.

(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]

Un supervisor de primera línea de un equipo de trabajadores de viñedo. Manejar todos los aspectos de la cultivación, la producción y la cosecha de uva vinefera, incluyendo la operación y el mantenimiento del equipo de viñedo, la poda de vid, el mantenimiento de dosel, el afinado de fruta/hoja/brote, el reemplazo de rodrigón, el manejo de espaldera, la aplicación de herbicida y de pesticida y otras tareas.

Debe poseer o debe poder obtener dentro de 2 anuncia-empleo de semanas permisio de conducir válido de EEUU y licencia química, certificada y válida de aplicador. La licensia química del aplicador debe ser obtenida por el VA de la Agricultura en costo al solicitante.

(see attachment / para más detalles vea 1)

11. Wage Rates, Special Pay Information and Deduct[illegible]arifa de Pago, Información Sobre Pagos Especiales y Deducción[illegible]bajas)

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	
Grapes					Social	X		Weekly / Semanal	X
	$ 19.40	$			Federal Tax Impuestos Federales	X			
	$	$			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

19.40

All work provided in this job order will be compensated by the hour at the current AEWR (adverse effect wage rate) of $_____/hour, or the legal federal or state minimum wage rate, whichever is higher. In the event DOL promulgates a new AEWR during the recruitment of contract period which is lower than the AEWR in effect at the 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 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 resonable 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 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 "Sí," 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)

Virginia Employment Commission
2211 Hydraulic Rd./P.O. Box 7466
Charlottesville, VA 22906

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

Mr. Ken Shaver
Phone: (434) 984-7640

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

[signature], President

Date: 11/11/05

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

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requrements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

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 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: 29 North from Ruckersville - Left on Main Street (just past Food Lion). Left on Courthouse Mountain Road. Approx. 1 mile 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 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
2211 Hydraulic Rd./P.O. Box 7466
Charlottesville, VA 22906
(434) 984-7640

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 8:00 AM until 12 noon on Saturday, with an unpaid lunch break (7 hours/day and 5 hours 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. Employer will offer 40 hours/week, weather and crop conditions permitting.

Item 10. Job Specifications

Supervise crew of up to four vineyard workers performing manual and mechanized work and other tasks related to growing and/or harvesting grapes. Requires a minimum of one year of verifiable prior experience working in a vineyard operation with extensive involvement in all aspects of vineyard management including but not limited to vineyard equipment operation and maintenance, vine pruning, canopy maintenance, fruit/leaf/shoot thinning, cane placement, trellis management, herbicide and pesticide application, crop picking, hilling-up and others. Must possess or be able to obtain within 2 weeks post-employment both 1) certified chemical applicator license and 2) valid U.S. drivers license.

Primary supervisory tasks associated with vinefera grape production:
Planting and cultivating vines and supervising grape harvest. Vineyard canopy management to permit light and air to circulate around grapevines, including thinning fruit and removing shoots and

vines. Vineyard maintenance activities, such as weed control with mowers and chemicals. Treating vines and soils with herbicides, pesticides and fungicides. Installing/maintaining vine trellises and trellising vines.

Supplemental general information:
Supervising and working in other general tasks relative to vineyard and winery operation may such as irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding, building maintenance and other tasks. 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 equipment.

Physical qualifications include the ability to repetitively crouch, bend and reach through the entire workday; the ability to repetitively lift and carry items weighing up to 75 pounds and the ability to work outside in dusty and dirty conditions. Workers must be prepared to work outdoors in extremes of heat and cold with temperatures ranging from 10 to 100 degrees.

Persons seeking employment as vineyard supervisor must be available for the entire period requested by the employer. Applicants must be able to furnish affirmative job references establishing acceptable previous vineyard management experience. Successful applicants will be subject to a trial period of up to 5 days during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer in its sole discretion the worker will be terminated.

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

Workers may not report for work while under the influence of alcohol or drugs. Except for moderate alcohol consumption in company housing during non-working hours, the possession or use of illegal drugs or alcohol on Company property is prohibited and will be cause for termination.

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

The salary for vineyard supervisor under this job order will be $40,000 per year ($19.40/hour).

The employer guarantees to offer employment for at least ¾ 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 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 if the guarantee under 20 CFR Sec. 653.501 is invoked. "Alternative work" includes all work described in this job order or otherwise approved by the SWA.

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 Arrangements

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 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.

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.

Small Employer Exemption

The employer requests an exemption from the 50% rule under 655.103(e). It did not, during the last calendar year, use more than 500 'man-days' of agricultural labor as defined in Section 3 (u) of the Fair Labor Standards Act of 1938 (29 USC 203 [u]). The employer is not a member of an association which has applied for a temporary alien agricultural labor certification under this subpart for its members, and has not otherwise associated with other employers who are applying for H-2A workers under this subpart.

Workers Compensation Insurance

Carrier: AIG Granite State
Policy: WC226-22-69

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 50% rule.

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

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: 11/11/08

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: 11·20·08

Elizabeth D. Whitley

Acorn Hill Vineyard

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be 2, of which 2 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

APPLICATION FOR CONDITIONAL ENTRY

I, Acorn Hill Vineyard, 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 2007 but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Ms. Marcie A. Siegel, 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 1/15/2009.

Agent	11-20-08 Date
E.S. Representative	12/15/08 Date

Acorn Hill Vineyard 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

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 121798

2. NAME OF EMPLOYER: Acorn Hill Vineyard

3. LOCATION OF EMPLOYER AND DIRECTIONS:
(See ES 338)

4. PERIOD OF EMPLOYMENT:
FROM 1/15/2009 TO 11/15/2009

5. WORK SCHEDULE:
MINIMUM HOURS PER DAY 7
DAYS PER WEEK 6

6. PAY: Weekly
HOURLY WAGE: $19.40
PIECE RATE:

7. WORK TASKS TO BE PERFORMED:
First-line supervisor of crew of vineyard workers managing all aspects of vinifera grape cultivation, production and harvest, including vineyard equipment operation and maintenance, vine puning, canopy maintenance, fruit/leaf/shoot tinning, cane placement, trellis management, herbicide and pesticide application and other tasks.

8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes

9. HOUSING CAN ACCOMMODATE 2 PERSONS
2 INDIVIDUAL
0 FAMILY

10. MEALS:
PROVIDED: NO
IF YES: COST PER DAY _____
(See item 13 in Job Order)
WORKERS MAY DO THEIR OWN COOKING:
YES

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX
INCOME TAX	XXXXXX
TRANSPORTATION	NONE
TOOLS & EQUIPMENT	NONE
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
1/1/09

In order for you to be elible for this guarantee, you must contact the job service at: Virginia Employment Commission
2211 Hydraulic Rd./P.O. Box 7466
Charlottesville, VA 22906
During the period of 1/2/09 - 1/8/09.
Any Job Service office will assist you in doing this. ☐

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMBERO DE LA ORDER: 121798

2. NOMBRE DEL EMPLEADOR: Acorn Hill Vineyard

3. LUGAR Y DIRECCION DEL EMPLEADOR:
(See ES 338)

4. PERIODO DE EMPLEO:
DEL 1/15/2009 al 11/15/2009

5. HORARIO DE TRABAJO:
MINIMAS HORAS POR DIA 7 NUMERO DE DIAS POR SEMANA 6

6. PAGO: Semanalmente
SUELDO POR HORA $19.40
PAGA POR UNIDAD:

7. LABORES A DESEMPENAR EN EL TRABAJO:
Un supervisor de primera línea de un equipo de trabajadores de viñedo. Manejar todos los aspectos de la cultivación, la producción y la cosecha de uva vinefera, incluyendo la operación y el mantenimiento del equipo de viñedo, la poda de vid, el mantenimiento de dosel, el afinado de fruta/hoja/brote, el reemplazo de rodrigón, el manejo de espaldera, la aplicación de herbicida y de pesticida y otras tareas.

8. TRANSPORTACION PROVISTA: DESDE EL ENCAMPAMENTO TIASTA LOS LUGAR M DE TRABAJO Y VUELTA: SI

9. VIVENDA DISPONIBLE PARA 2 PERSONAS:
2 INDIVIDUOS
0 FAMILLAS

10. COMIDAS:
PROVISTAS: NO
SI SON PROVISTAS, EL COSTO POR DIA SERA _____ (Vea Num.13 en la Orden de Trabajo)
LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX
IMPUESTOS SOBRE INGRESOS	XXXXXX
TRANSPORTACION	NO
HERRAMIENTAS Y MAQUINARIA	NO
SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS	NO

12. NOTAS PARA EL TRABAJADOR:
La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ba 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 sen a nas tardar el 1/1/09.
Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleoas en el:
Virginia Employment Commission

2211 Hydraulic Rd./P.O. Box 7466
Charlottesville, VA 22906

Durante el periodo el 1/2/09 al 1/8/09.
Cualquier Oficina del Servicio de Empleos le asistira en hacerto.

ACORD® CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 10/27/2008

PRODUCER

The Hoffberger Insurance Group
5700 Smith Avenue
Baltimore, MD 21209

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.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	AIG GRANITE STATE
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

SWEELY ESTATE WINERY, LLC
ACORN HILL VINEYARD, LLC
C/O MARCIE SIEGEL
179 ACORN HILL DRIVE
MADISON, VA 22727

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG.	$
	CLAIMS MADE / OCCUR.				PERSONAL & ADV. INJURY	$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED. EXPENSE (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE	$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 004-47-4275	09/20/2008	09/20/2009	STATUTORY LIMITS	
					EACH ACCIDENT	$ 500,000
					DISEASE-POLICY LIMIT	$ 500,000
					DISEASE-EACH EMPLOYEE	$ 500,000
	OTHER					

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

State of: VIRGINIA This policy covers class 2143 Fruit Juice Manufacture (Wine) and 0079 Vineyard & Drivers

For more information, contact The Hoffberger Insurance Group at 410-542-3300

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sarah V. T.

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U.S.Department of Labor
Employment Standards Administration
Wage and Hour Division

Farm Labor Contractor Certificate of Registration
No. C-03-488676-L-08-I
Expires 12/31/2008

Name WHITLEY, ELIZABETH

I certify that the person named above is registered pursuant to the Migrant and Seasonal Agricultural Worker Protection Act and is authorized to perform the following activities covered by the Act: Recruit, solicit, furnish, hire and employ.

Transportation		Authorized	x	Not Authorized
Housing		Authorized	x	Not Authorized
Driving		Authorized	x	Not Authorized

Approved Sharlyn Simon Date: 01/07/2008

(National Certification Program Manager) WH-511 (6/96)

141975

Social Security Account No. [redacted]

Social Security Employer ID No.

Perm. Home Address: 650 Front Street

Lovingston VA 22949
(City or Town) (State) (ZIP Code)

Date of Birth 05/02/1953 Height 5' 6" Weight 125
(Month) (Day) (Year)

This Certificate is based on the Migrant and Seasonal Agricultural Worker Protection Act and regulation issued thereunder, and on my application for registration. It may be revoked or suspended, its renewal denied, for noncompliance with the Act or regulation, including applicable requirements for transporting and housing migrant workers. Such noncompliance may a constitute a criminal offense.

E D Whitley President
(Signature of Holder) (Title)

VIRGINIA EMPLOYMENT COMMISSION
Community Services for Madison County, Virginia

Madison County Health Department
410 North Main St
Madison, Va. 22727
(540) 948-5481

This office helps parents, children, and pregnant women with health and hygiene problems. The office also provides information and medical referrals to venereal diseases and tuberculosis. The department also makes home inspections of migrant housing to insure compliance with the law.

El departmento de salud de Madison County suministra ayuda a los padres, ninos, y a las mujeres en estado con problemas de salud. Los medicos tambien ayudan a las personas con enfermedades venerales, y a los que padecen de tuberculosis. El department tambien inspecciona a las residencies habitadas por trabajadores migratorios para asegurar que dichas residencies sean mantenidas de acuerdo con la ley.

Culpeper Regional Hospital
501 Sunset Lane
Culpeper, VA 22701
(540) 829-4189

University of Virginia Hospital
Jefferson Park Ave.
Charlottesville, VA. 22903
(434) 924-2231 or 911

The doctors provide emergency and non-emergency medical services

Los medicos proven varios servicios rutinarios y de emergencia.

Madison County Department of Social Services
101 South Main St
Madison, Va. 22727
(540) 948-5521

Information is provided about other helping agencies for non-residents. Information is also available about regulations of the food stamp programs.

Por informacion acerca de otras agencies que tienen ayuda y asistencia por las personas quo no viven aqui. Tambien, estos officials tienen informacion y regulacions acerca de estampas comida.

Madison County Public Schools
60 School Board Ct
Madison, Va. 22727
(540) 948-3780

The school system is responsible for educational programs for migrant school age children.

La junta escolar tiene la responsabilidad de educar a los ninos de edad escolar de padres migratorios.

Virginia Farmworkers Legal Assistance Project
1000 Preston Avenue, Suite B
Charlottesville State: VA Zip: 22903
Web Address www.cvlas.org
Phone: 434-296-8851 Fax: 434-296-5731 Email: jill@cvlas.org

Mission and Goals: The Virginia Farmworkers Legal Assistance Project is a federally-funded legal services organization providing legal assistance and community education to migrant farmworkers throughout the Commonwealth of Virginia. Farmwork is the second most dangerous occupation in this country. More than 42,000 farmworkers labor in Virginia, and face numerous problems -- including unpaid wages, pesticide exposure, and on-the-job accidents. The workers' legal issues are compounded by the cultural, geographic, and linguistic barriers they face.

La misión y las Metas: Los Peones de Virginia Proyecto Legal de Ayuda es un federalmente-financió la organización legal de servicios que proporciona la educación legal de ayuda y comunidad a peones migratorios a través de la República de Virginia. Farmwork es el segundo la mayoría de las ocupaciones peligrosas en este país. Más de 42.000 peones trabajan en Virginia, y encaran numerosos problemas -- inclusive sueldos impagados, la exposición de pesticida, y los accidentes en el trabajo. Los asuntos legales de trabajadores son compuestos por las barreras culturales, geográficas y lingísticas que ellos encaran.