VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 1/20/2009

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. 123083

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

dated 1/20/2009 for 7 (No. of Openings), FARMWORKER, VEGETABLE II 402-687-010 (Occupational Title and Code)

to be sent to the offices of your choice.

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

Michelle 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)

Dan Valley Farms FEI #: 54-1014939
57 Dan Valley Farm Road
Claudville, VA 24076
(276) 251-5077

Industry Code / Código de Industria: 0161
Job Order # / No. Orden de Empleo: 123053

Occupational Title and Code /Título Ocupacional y Código
402687010 FARMWORKER, VEGETABLE II

Clearance Order Issue Date / Fecha de Tramite: 11/20/09
Job Order Expiration Date / Fecha de expiración: 07/15/09

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

57 Dan Valley Farm Road
Claudville, VA 24076
Hwy 103 from Stuart, go 12 miles, turn left on Hatcher Chapel Rd. Go 1.8 miles turn left on Dan Valley Farm Rd. Go 1 mile, farm is on both sides of road.

(see attachment / para más detalles vea 1)

6. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 3/15/2009 To / Hasta 11/20/2009

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

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

772 Dan Valley Farm Rd.
Claudville,VA 24076

Single family housing, frame and block

(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 Reclutamiento 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]

PLANTS, CULTIVATES AND HARVESTS VEGETABLES. WORKS ON PLANTER, PLANTS ROOTS, SEEDS AND BULBS. MAY SPREAD PLASTIC OR OTHER GROUNDCOVERING. WEEDS, THINS, PLANTS. TRANSPLANTS PLANTS, RIDING ON TRANSPLANTER OR BY HAND. PICKS, CUTS, LIFTS, OR PULLS CROP TO HARVEST THEM. MAY TIE VEGETABLES IN BUNCHES OR TOP THEM. MAY ASSIST WITH IRRIGATION. MAY OPERATE AND HELP MAINTAIN TRACTORS OR HAND-OPERATED EQUIPMENT. MAY ASSIST WITH GENERAL FARM BUILDING MAINTENANCE. LIFT/CARRY 50 TO 60 POUNDS(This information provided as summary only; for additional job description and duties refer to Item 10, Job Specifications, ETA 790 Attachment 1.)

(see attachment / para más detalles vea 1)

10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in **SPANISH** must be included inside this box]

Planta, cultiva y cosecha vegetales(verduras). Trabaja en la plantadora, planta raíces, semillas y bulbos(camotes). Podría extender plásticos o otras cuberturas de suelo(superficie). Deshacerse(cortar) de malas hierbas, mermar(entresacar), y plantar. Trasplantar plantas, ir sobre la trasplantadora o por mano. Podría poner palos(postes) y alambres para plantas de vid. Coge, corta, levanta, o jala cultivo para cosecharlos. Podría atar la verdura en manojos o descabezarlos. Podría ayudar con la irrigación. Podría operar y ayudar a mantener los tractores o equipo de mano.Podría ayudar con el mantenimiento de la construcción general de la granja(finca). Levantar/cargar de 50 a 60 libras.(Esta información está proveída solo como un resumen; para una descripción adicional y tareas de trabajo refiérase a ítem 10, Las Especificaciones de Trabajo, ETA 790 Anexo1.)

(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	
Cabbage Pumpkins					Social			Weekly / Semanal	X
	$ 8.85	$			Federal Tax Impuestos Federales				
	$	$			State Tax Impuestos Estatales			Bi-weekly / cada 2 sem.	
	$	$			Meals (comidas)				
	$	$			Other (specify)/ Otro			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 AEWR (adverse effect wage rate) of $ 8.85 /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 "Si," cual es el salario que le paga al Contratista Agricola 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
192 Bristol East Road
Bristol, VA 24202,

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

Mr. Felix Acosta
Phone: (276) 642-7350

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 Titulo del Empleador

Alan Mitchell Owner

Date:

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: Hwy 103 from Stuart, go 12 miles, turn left on Hatcher Chapel Rd. Go 1.8 miles turn left on Dan Valley Farm Rd. Go 1 mile, house is on the left.

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

Item 4. Board arrangements

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

Item 5. Referrals

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

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

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

Item 7 Number/Type of Workers

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

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

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

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

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

Item 8. Work Week

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

Item 10. Job Specifications

Jobs offered are work on a vegetable farm handling both manual and machine tasks associated with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Plants, cultivates, and harvest vegetables. Vegetables to include cabbage. Worker will work on planter, plant roots, seeds, and bulbs. May spread plastic or other groundcovering. Worker will weed and thin plants. Worker will transplant plants, by riding on transplanter or by hand. Worker will pick, cut, lift or pull crops to harvest. May tie vegetables in bunches or top them. Workers may assist with irrigation. Worker may operate and help maintain tractors or hand-operated equipment. May assist with general farm building maintenance.

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 lifting produce weighing 60 pounds and lifting to a height of 5 feet.

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

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

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

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

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

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

Employer retains the right to discharge an obviously unqualified worker, 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 production work provided in this job order will be paid by the hour the current AEWR of $8.85/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.

The employer guarantees to offer the workers 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 of the workers at the place of employment and ending on the termination date specified in the work order or its extension, if any. If the employer offers the worker during such period less employment than required under this provision, the worker will be paid the amount he/she would have earned had he/she, in fact, worked for the guaranteed number

of hours. Employee will perform other duties related to this/these crop activities and other tasks required in operating a farm.

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

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

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

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

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

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

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

Item 12. Transportation

For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the 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: Virginia Farm Bureau

Policy: WC 6098714-21

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: Allen Mitchell DATE: 1-9-05

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: 1-9-05

Elizabeth D. Whitley

Dan Valley Farms

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be 8, of which 7 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, Dan Valley Farms, 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 2008 but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Mr. Alan Mitchell, 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 3/15/2009.

Agent	1-9-09 Date
E.S. Representative	Date

Dan Valley Farms 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 judgment 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.

service at: Virginia Employment Commission
192 Bristol East Road
Bristol, VA 24202,

During the period of 03-01-09 - 03-08-09
Any Job Service office will assist you in doing this. ☐

comenzar a trabajar sera atrasada, y que tal notificacion sen a nas tardar el 03-01-09.

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
192 Bristol East Road
Bristol, VA 24202,

Durante el periodo el 03-01-09 al 03-08-09
Cualquier Oficina del Servicio de Empleos le asistira en hacerto.

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 123083

2. NAME OF EMPLOYER: Dan Valley Farms

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

4. PERIOD OF EMPLOYMENT:
FROM 3/15/2009 TO 11/20/2008

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

6. PAY: Weekly
HOURLY WAGE: 8.85
PIECE RATE:

7. WORK TASKS TO BE PERFORMED:
PLANTS, CULTIVATES AND HARVESTS VEGETABLES. WORKS ON PLANTER, PLANTS ROOTS, SEEDS AND BULBS. MAY SPREAD PLASTIC OR OTHER GROUNDCOVERING. WEEDS, THINS, PLANTS. TRANSPLANTS PLANTS, RIDING ON TRANSPLANTER OR BY HAND. PICKS, CUTS, LIFTS, OR PULLS CROP TO HARVEST THEM. MAY TIE VEGETABLES IN BUNCHES OR TOP THEM. MAY ASSIST WITH IRRIGATION. MAY OPERATE AND HELP MAINTAIN TRACTORS OR HAND-OPERATED EQUIPMENT. MAY ASSIST WITH GENERAL FARM BUILDING MAINTENANCE. LIFT/CARRY 50 TO 60 POUNDS

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

9. HOUSING CAN ACCOMMODATE 7 PERSONS
7 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 03-01-09.

In order for you to be elible for this guarantee, you must contact the job

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMBERO DE LA ORDER: 123083

2. NOMBRE DEL EMPLEADOR: Dan Valley Farms

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

4. PERIODO DE EMPLEO:
DEL 3/15/2009 al 11/20/2008

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

6. PAGO: Semanalmente
SUELDO POR HORA 8.85
PAGA POR UNIDAD:

7. LABORES A DESEMPENAR EN EL TRABAJO:
Planta, cultiva y cosecha vegetales(verduras). Trabaja en la plantadora, planta raices, semillas y bulbos(camotes). Podría extender plásticos o otras cuberturas de suelo(superficie). Deshacerse(cortar) de malas hierbas, mermar(entresacar), y plantar. Trasplantar plantas, ir sobre la trasplantadora o por mano. Podría poner palos(postes) y alambres para plantas de vid. Coge, corta, levanta, o jala cultivo para cosecharlos. Podría atar la verdura en manojos o descabezarlos. Podría ayudar con la irrigación. Podría operar y ayudar a mantener los tractores o equipo de mano.Podría ayudar con el mantenimiento de l a construcción general de la granja(finca). Levantar/cargar de 50 a 60 libras.

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

9. VIVENDA DISPONIBLE PARA 7 PERSONAS:
7 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

RENEWAL OF POLICY WC 6098714

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
AMENDED DECLARATION * * EFFECTIVE 07/28/08
SUPERSEDES ANY PREVIOUS DECLARATIONS BEARING
THE SAME NUMBER FOR THIS POLICY PERIOD
REASON FOR AMENDMENT CHANGE DUE TO AUDIT

POLICY NUMBER	POLICY PERIOD FROM	TO	COVERAGE IS PROVIDED IN THE	CODE
WC 6098714	07/28/08	07/28/09	VA FARM BUREAU FIRE & CASUALTY INS CO.	1701

NAMED INSURED AND ADDRESS	
ITEM 1. ALAN T MITCHELL 57 DAN VALLEY RD CLAUDVILLE VA 24076	ENTITY OF INSURED - INDIVIDUAL FEIN: 54-1014935 RISK ID: 450267597

INFORMATION PAGE 1 (WC 00 00 01 A)

SEE ATTACHED SCHEDULE FOR ADDITIONAL LOCATIONS

ITEM
2. POLICY PERIOD - 07/28/08 TO 07/28/09 12:01 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS.

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: VIRGINIA

3B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:

BODILY INJURY BY ACCIDENT	$100,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$100,000	EACH EMPLOYEE
BODILY INJURY BY DISEASE	$500,000	POLICY LIMIT

3C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE: NONE.

SEE ATTACHED SCHEDULE FOR LIST OF ENDORSEMENTS FORMING PART OF THIS POLICY. THIS POLICY INCLUDES COPYRIGHT MATERIAL OF THE NATIONAL COUNCIL ON COMPENSATION INSURANCE, INC. USED WITH ITS PERMISSION.
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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-10-R
Expires 12/27/2010

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: 01/01/2009

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

152242

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 06/02/1953 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.

Elizabeth Whitley President
(Signature of Holder) (Title)

COMMUNITY SERVICES

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

PATRICK COUNTY HEALTH DEPARTMENT
SLUSHER STREET
STUART, VA 24171
TELEPHONE (276) 694-3188

DEPARTMENT OF SOCIAL SERVICES
SLUSHER STREET
STUART, VA 24171
(276) 694-3328

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

EMERGENCY SERVICES

PATRICK COUNTY VOLUNTEER FIRE DEPARTMENT
TELEPHONE (276) 694-6020

CCDF VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD
CLAUDEVILLE, VA 24171
TELEPHONE (276) 694-3600

SHERIFF'S DEPARTMENT

SHERIFF'S OFFICE
COURT HOUSE
STUART, VA 24171
(276) 694-3161

SHERIFF'S OFFICE
SUB-STATION ROUTE 773
(276) 251-2222

HOSPITAL

PATRICK COUNTY MEMORIAL HOSPITAL
ROUTE 58
STUART, VA 24171
TELEPHONE (276) 694-3151

LEGAL ASSISTANCE

VIRGINIA JUSTICE CENTER FOR MIGRANT AND SEASONAL FARM WORKERS
1000 PRESTON AVE. SUITE A
CHARLOTTESVILLE, VA 22903
1-800-763-7323 (434) 977-0553 FAX 1-800-977-0558