

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 11/13/2006

Florida	_____	North Carolina	_____	Region II	_____	Region V	_____
Texas	_____	South Carolina	_____	Region III	_____	Region VI	_____
Ohio	_____	Puerto Rico	_____	Region IV	_____	Other	_____

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

SUBJECT: Request for Extension of Clearance Order No. VA 6110375

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

dated 11/13/2006 for 5, Farmworker, Vegetable II 402-687-010
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

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

Michelle C. Abraham
(signature)

* * * * *

DATE _____

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

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)

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

U.S. Department of Labor
 Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 06/30/2006

<p>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)</p> <p>Crowder Farms 4228 Crown Hill Road Mechanicsville, VA 23111 (804) 781-0380</p> <p>c/o The Labor Co. PO Box 1254 Amherst, Va 24521 434-946-0035</p>	<p>Industry Code / Código de Industria <u>0161</u></p>	<p>Job Order # / No. Orden de Empleo <u>VAG110375</u></p>										
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo</p> <p>Creighton Road exit from I-295. Follow to stop light 1/4 mile down Creighton. Right on to Cold Harbor Road; go 4-5 miles to fork in road. Bear left on Crown Hill Road; go 2 miles to 4228 Crown Hill Road.</p> <p>(see attachment / para más detalles vea <u>1</u>)</p>	<p>Occupational Title and Code / Título Ocupacional y Código Farmworker, Veg II, 402.687-010</p>	<p>Clearance Order Issue Date / Fecha de Tramite: <u>11/13/06</u></p>										
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Creighton Road exit from I-295. Follow to stop light 1/4 mile down Creighton. Right on to Cold Harbor Road; go 4-5 miles to fork in road. Bear left on Crown Hill Road; go 2 miles to 4228 Crown Hill Road. Labor camp behind house.</p> <p>(see attachment / para más detalles vea <u>1</u>)</p>	<p>Job Order Expiration Date / Fecha de expiración: <u>5/2/07</u></p>	<p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: <u>2/1/2007</u> To/ Hasta <u>9/1/2007</u></p>										
<p>4. Board Arrangements / Arreglo de Alojamiento</p> <p>Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. See attachment 1 for expanded explanation.</p> <p>(see attachment / para más detalles vea <u>1</u>)</p>	<p>7. No. of Worker's Requested / No. de Trabajadores Pedidos <u>5</u></p>	<p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena</p> <table border="1"> <tr> <td colspan="2">Total: <u>40</u></td> </tr> <tr> <td>Sunday / Domingo <u>0</u></td> <td>Wednesday / Miércoles <u>7</u></td> </tr> <tr> <td>Monday / Lunes <u>7</u></td> <td>Thursday / Jueves <u>7</u></td> </tr> <tr> <td>Tuesday / Martes <u>7</u></td> <td>Friday / Viernes <u>7</u></td> </tr> <tr> <td colspan="2">Saturday / Sabado <u>5</u></td> </tr> </table>	Total: <u>40</u>		Sunday / Domingo <u>0</u>	Wednesday / Miércoles <u>7</u>	Monday / Lunes <u>7</u>	Thursday / Jueves <u>7</u>	Tuesday / Martes <u>7</u>	Friday / Viernes <u>7</u>	Saturday / Sabado <u>5</u>	
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<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos</p> <p>All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the order holding office in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. See attachment 1 for expanded explanation.</p> <p>(see attachment / para más detalles vea <u>1</u>)</p>	<p>9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:</p> <table border="1"> <tr> <td>Employer / El Empleador</td> <td>Yes <u>x</u></td> <td>No <u> </u></td> </tr> <tr> <td>Local Office/Oficina Local</td> <td>Yes <u> </u></td> <td>No <u>x</u></td> </tr> </table>		Employer / El Empleador	Yes <u>x</u>	No <u> </u>	Local Office/Oficina Local	Yes <u> </u>	No <u>x</u>				
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<p>10. Job Specifications / Descripción del Trabajo [Summary of Matenal Job Specifications in ENGLISH must be included inside this box]</p> <p>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. May set poles and wires for vine plants. Picks, cuts, lifts or pulls crop to harvest them. May tie vegetables in bunches or top them. May assist with irrigation, may operate and help maintain tractors or hand operated equipment. May assist with general farm building maintenance.</p> <p>(see attachment / para más detalles vea <u>1</u>)</p>	<p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box]</p> <p>Planta, cultiva y cosecha vegetales (verduras). Trabaje en la plantadora, planta raíces, semillas y bulbos (camotes). Podría extender plásticos o otras cubiertas de suelo (superficie). Deshacarse (cortar) de malas hierbas, memar (entresacar), y plantar. Transplantar 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 mentener los tractores o equipo de mano. Podría ayudar con et mantenimiento de la construccion general de la granja (finca).</p> <p>(see attachment / para más detalles vea <u>1</u>)</p>											

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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.)	Deductions / Deducciones	YES	NO	Pay Period Periodo de Pago
			Pagos Especiales (Bono, ect.)				
Vegetables	\$ 8.51 *	\$		FICA		X	Weekly /
Plant/cultivate/ harvest/soil prep	\$ 8.51 *	\$		Federal Tax		X	Semi-annual <input checked="" type="checkbox"/>
	\$	\$		State Tax		X	Bi-weekly / cada 2 sem.
	\$	\$		Meals (comidas)		X	
	\$	\$		Other (specify)		X	Other / Otro

More Details About the Pay/Más Detalles Sobre el Pago

All work provided in this job order will be compensated by the hour at the current adverse effect wage rate of \$8.51 or the legal federal or state minimum wage rate, whichever is highest. In the event DOL promulgates a new AEWR during the recruitment or 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 AEWR. See attachment, item 11 for expanded explanation.

*or Applicable AEWR

(see attachment / para más detalles vea 1)

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

For workers who complete 50 percent of the work period, the employer will 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 reimbursement for transportation shall be the worker's actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved. 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 Agriícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes No 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?

(see attachment / para más detalles vea 1)

14. Unemployment Insurance provided / Seguro por Desempleo.

Yes No

15. Workers' compensation insurance provided / Indemnización por accidente de trabajo:

Yes No

16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno?

Yes No

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

NONE

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
5240 Oaklawn Boulevard
Hopewell, VA 23860
804-541-6548

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

Carol Young
804-541-6548

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y Título del Empleador

James W. ... OWNER

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. 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 Act of 1995, OMB Control No. 1205-0134).

Attachment 1 to ETA 790

3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment.

Item 8. Anticipated Hours of Work

Worker will report to work at the designated time and place as directed by the Employer each day. The standard work week is 7 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10 hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

10. Job Specifications

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. May set poles and wires for vine plants. Picks, cuts, lifts or pulls crop to harvest them. May tie vegetables in bunches or top them. May assist with irrigation, may operate and help maintain tractors or hand operated equipment. May assist with general farm building maintenance.

Farm Equipment Operation During Field Operations: Workers may be required to operate tractors and other farm equipment during field operations as an incidental activity in the production of crops. Farm equipment operation incidental to production and harvesting will be paid at the AEW of 8.51 per hour. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of tractor. Workers will be required to operate tractors according to instructions and in a manner that protects the operator, other workers, trees, crops and equipment. Repeated failure to obey operating and safety instructions may result in termination.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 5 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 35 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, fences, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. All other duties assigned under this order will be those duties of Farmworker, Diversified Crops, DOT Code 407.687-010. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. Work may be slack at times. 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 the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days.

11. Wage Rates/Pay Information

Attachment 1 to ETA 790

Item 2. Directions to Work Site

Creighton Road exit from I-295. Follow to stop light 1/4 mile down Creighton. Right on to Cold Harbor Road; go 4-5 miles to fork in road. Bear left on Crown Hill Road; go 2 miles to 4228 Crown Hill Road.

Item 3. Housing

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. Housing will be clean and in compliance with OSHA housing standards when occupied. ~~The housing provided varies according to location and includes frame houses, trailers, and dormitory-style buildings.~~ Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Housing provided will be shared facilities without regard to sex. ~~In the event that a female worker is hired, separate toilet facilities shall be provided by the employer.~~ No tenancy in such housing is created; employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the assigned employer who provides such housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear, will be deducted from the earnings of the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

mobile home

Item 5. Referrals

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact 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(s). Interviews, either in person or by telephone, will be conducted by the employer's agent during the hours of 9:00am to 4:00 pm, Monday through Friday. Workers hired pursuant to the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation. Those that apply direct will be welcomed and accepted. Referrals should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Applicants referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Employer's agent should be contacted first at the following address and phone number. If unavailable, contact employer directly during the same hours.

The Labor Company
P.O. Box 1254
Amherst, VA 24521
434-946-0035/434-946-0036 (fax)

Order Holding office:
Virginia Employment Commission
5240 Oaklawn Blvd.
Hopewell, VA 23860
804-541-6548

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

1. Availability of entire season
2. Have transportation to job site

Attachment 1 to ETA 790

weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.

F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

12. Transportation

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employers shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon satisfactory completion of the work agreement, employers will pay for such Workers reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation to the next job.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employers reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$9.30 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.102(b)(5) only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Employer. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

Other Conditions of Employment:

A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned 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 Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment; two consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Employer and secure permission for necessary absences. g) fails to keep up with fellow workers h) falsifying identification, personnel, medical, production or other work related records. i) fails or refuses to take a drug test. j) commits acts of insubordination. "Reason beyond employer's control" includes termination of worker, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. This employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the

Attachment 1 to ETA 790

specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage is attached. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination

D. Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

E. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

F. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

G Training: There will be a three day training period starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, the proper color of produce, or particular grading specifications. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period, the employer will expect all workers possess the skills to work in the production of the crops noted in Item II. For purposes of this section four or more hours will be considered one day.

H. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.

I. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations

J. Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.

K. The employer as a part of positive recruitment as per 20 CFR 655.105(a) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

L. There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.

M. There are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

Attachment 1 to ETA 790

N. SUBSTANCE ABUSE POLICY: The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

*Use of the masculine pronoun herein is for convenience of reference only.

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

1. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.
2. Use or possession of alcoholic beverages or illegal drugs is prohibited 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 alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION.**
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences is defined as: Two consecutive days of unexcused absences or three unexcused absences in a 30 day period. Violation will be **CAUSE FOR IMMEDIATE TERMINATION.** Workers must report at assigned time and place each workday as directed by the grower or supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS.** Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.
4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
5. 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.
6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION.**
7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.
8. Workers may not take unauthorized breaks from work.

Attachment 1 to ETA 790

9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
10. Workers may not enter employer's premises without authorization.
11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.
12. Workers living in employer's housing may not have guests in housing premises after 10:30 p.m. except on Saturday night on which guest hours end at 12:00 p.m. No persons, other than workers assigned by employer to a room, may sleep in any room.
13. Workers may not deliberately restrict production.
14. **Any worker who verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
15. **WORKERS WILL BE DISCHARGED for fighting on the employer's premises, including housing premises, at any time.**
16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
17. **WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.**
18. Workers may not falsify identification, personnel, medical, production or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
19. 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. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**
20. 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.
21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY**
22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and The Labor Company (TLC) **as soon as is reasonably possible. UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**
23. Workers must follow supervisor's instructions.

Attachment 1 to ETA 790

24. Workers may not commit acts of insubordination - failure to regard authority.
25. After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement and to the standard set by the employer.
26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 PM on Saturday night.
27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

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 Labor Company (TLC), 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 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.

James W. Casadu, Sr.
Employer Signature

11/1/06
Date

The Labor Company (TLC), does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. TLC is neither the employer on 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 TLC has been specifically authorized to make hiring commitments on behalf of the employer.

The Labor Company (TLC),
Amanda Wright
Agent Signature

11/1/06
Date

Application for Conditional Entry

I, Crowder Farms, as the employer, agree to abide by regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance with USDOL regulations in 2006 but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Crowder Farms, certify that 30 days prior to occupancy, my housing will meet standards to 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 2/1/2007.

Amanda Wright
Agent

11/1/07
Date

Carol Young
E.S. Representative

11/2/06
Date

20 CFR 655.106 (F)

FIFTY-PERCENT RULE

Crowder Farms requests an exemption from the fifty-percent rule under 655.103 (e). **Crowder Farms** did not, during any calendar quarter during the preceding, 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)). Is not a member of an association which has applied for a temporary alien agricultural labor certification under this subpart for its members. Has not otherwise "associated" with other employers who are applying for H-2A workers under this subpart.

Farms W. Cindy, Sr.
Employer Signature

11/1/06
Date

Worker Information – Terms and Conditions of Employment

- Place of employment: Crowder Farms, 4228 Crown Hill Road, Mechanicsville, VA 23111
- Period of employment: From 2/1/2007 to 9/1/2007
- Wage rates to be paid: \$8.51 per hour Piece Rate \$0.12 per stick **MCA**
- Crops/kinds of activities: tomatoes, peppers, squash, cucumbers, watermelons, canteloupes,
- Transportation or other benefits, if any: see contract
Charge(s) to workers, if any: _____
- Workers' compensation insurance provided: Yes No
Name of compensation carrier: Farm Bureau, WC6099221-18
Name and address of policyholder(s): Crowder Farms, 4228 Crown Hill Road, Mechanicsville, VA 23111
Person(s) and phone number(s) to be notified to file claim: Ms. Teresa Crowder, (804) 781-0380
Deadline for filing a claim: _____
- Unemployment compensation insurance provided: Yes No
- Other benefits/charges: see contract
- For migrant workers who will be housed, the kind of housing available and cost, if any: Wood frame house Charges: none **mobile home**
- List any strike, work stoppage, slowdown, or interruption of operation by employees at the place where the workers will be Employed. (If there are no strikes, etc., enter "None"): none
- 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"): None

Name of Person(s) Providing This Information: Ms. Teresa Crowder
Crowder Farms, 4228 Crown Hill Road, Mechanicsville, VA 23111

Información Sobre el Trabajador – Términos y Condiciones de Empleo

- Lugar de empleo: Crowder Farms, 4228 Crown Hill Road, Mechanicsville, VA 23111
- Périodo de empleo: De 2/1/2007 a 9/1/2007
- Escala salarial a pagar: \$8.51 por hora Pago a destajo \$0.12 por stick **MCA**
- Cultivos/tipos de actividades: _____
- Transporte u otros beneficios, si corresponde: referir al contrato
Gastos con cargo a los trabajadores, si corresponde: _____
- Indemnización por accidente de trabajo: Sí No
Nombre de la compañía de seguros: Farm Bureau, WC6099221-18
Nombre y dirección del (de los) asegurado(s) Crowder Farms, 4228 Crown Hill Road, Mechanicsville, VA 23111
Persona(s) y número de teléfono a notificar para presentar reclamación: Ms. Teresa Crowder, (804) 781-0380
Plaza para presentar reclamación: _____
- Seguro de compensación de desempleo: Yes No
- Otros beneficios/gastos: referir al contrato
- En el case de los trabajadores migrantes que necesiten alojamiento, el tipo de alojamiento disponible y el costo, si corresponde: casea enmarcada mader
- Enumere toda huelga, paro o interrupción de la operaciones por parte de los empleados en el lugar donde se empleará a los Trabajadores. (Si no ha habido huelgas, etc., indique "Ninguna"): Ninguna
- Indique todo acuerdo o convenio firmado con los propietarios del establecimiento o los agents para el pago de una Commission u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningun acuerdo o convenio, indique "ningun"): Ningun

Nombre de la(s) persona(s) que proporciona(s) esta información Ms. Teresa Crowder
Crowder Farms, 4228 Crown Hill Road, Mechanicsville, VA
23111



VIRGINIA FARM BUREAU INSURANCE COMPANIES

Virginia Farm Bureau Mutual Insurance Company | Virginia Farm Bureau Fire & Casualty Insurance Company
Virginia Farm Bureau Town & Country Insurance Company
P.O. BOX 27552 RICHMOND, VIRGINIA 23261

INSURED COPY

Policy Number	Billing Date	Policy Period	Agent Code
WC 6099221-18	12/09/2005	01/23/2006 to 01/23/2007	1502

JAMES W & TERESA P CROWDER
4228 CROWNHILL RD
MECHANICSVILLE VA 23111

REASON FOR THIS BILL: RENEWAL

ACCOUNT SUMMARY

Previous Billed Amount	+ Previous Installment Amount	+ Current Charges	- Current Credits / Refunds	- Current Payments	= Account Balance	Minimum Payment
\$0.00	\$0.00	\$1,497.00	\$0.00	\$0.00	\$1,497.00	\$1,497.00

YOUR CURRENT PAYMENT PLAN IS THE: ANNUAL PLAN Due Date: 01/23/2006
FOR ASSISTANCE, CALL YOUR COUNTY FARM BUREAU 804-769-2580 OR 1-888-236-7716

If payment is not received by due date your policy will expire or cancel, and you will be without valuable coverage.

KEEP FOR YOUR RECORDS

TYPE POLICY: WORKERS COMP.

POLICY NO: 6099221 18

POLICY PERIOD

FROM 01/23/06 TO 01/23/07

CHECK NO: 4477

AMOUNT PAID: 1,497.00

DATE: 12/15/05

RENEWAL OF POLICY WC 6099221
 WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
 **RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON
 01/23/06 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.
 THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED
 EARLIER.

POLICY NUMBER	POLICY PERIOD		COVERED BY	CODE
	FROM	TO		
WC 6099221	01/23/06	01/23/07	VA FARM BUREAU FIRE & CASUALTY INS CO.	1502
NAMED INSURED AND ADDRESS				
ITEM 1.	JAMES W & TERESA P CROWDER 4228 CROWNHILL RD MECHANICSVILLE VA 23111		ENTITY OF INSURED - PARTNERSHIP SSN: 228944467 RISK ID:	

INFORMATION PAGE 1 (WC 00 00 01 A)

NO ADDITIONAL LOCATIONS

ITEM

2. POLICY PERIOD - 01/23/06 TO 01/23/07 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.
 (C) 1996 NATIONAL COUNCIL ON COMPENSATION INSURANCE, INC.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
 RENEWAL OF POLICY WC 6099221
 **RENEWAL NOTICE: THIS POLICY WILL EXPIRE AT 12:01 A.M. ON
 01/23/06 UNLESS THE MINIMUM PAYMENT IS MADE BY THE DUE DATE.
 THIS RENEWAL DECLARATION SUPERSEDES ANY DECLARATIONS ISSUED
 EARLIER.

POLICY NUMBER	FROM	POLICY PERIOD TO	COVERAGE IS PROVIDED IN THE	CODE
WC 6099221	01/23/06	01/23/07	VA FARM BUREAU FIRE & CASUALTY INS CO.	1502

NAMED INSURED AND ADDRESS	ENTITY OF INSURED - PARTNERSHIP
JAMES W & TERESA P CROWDER 4228 CROWNHILL RD MECHANICSVILLE VA 23111	

SCHEDULE PAGE 1

** E N D O R S E M E N T S C H E D U L E **

NUMBER	DESCRIPTION
WC 00 03 10	SOLE PROP, PART & OTHERS COVERAGE END (04-84)
WC 00 00 00 A	WORKERS COMP & EMPLOYERS LIAB. POLICY (04-92)
WC 45 06 02	VIRGINIA AMENDATORY ENDORSEMENT (07-93)
WC 00 04 20	TERRORISM RISK INSURANCE ACT ENDORSEMENT (12-02)
WC 00 01 12	PENDING LAW CHANGE-TERRORISM RISK INS. ACT (01-05)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

injury by disease must occur during the policy period.

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE

WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

bodily injury intentionally caused or aggravated by you;

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal law obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgement as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

Final premium will not be less than the highest minimum premium for the classifications covered by this policy. If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to pro-

vide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

HANOVER COUNTY COMMUNITY SERVICES

Hanover County Health Department
12321 Washington Hwy
Ashland, VA 23005
(804) 752-4339

Hanover County Sheriff's Department
7522 County Complex Road
Hanover, VA 23069
(804) 537-6140 Non emergency
Emergency 911

State Police Headquarters
10341 Stony Run Lane
Ashland, VA 23005
(804) 550-3900 Non emergency
Emergency 911

Hanover County Department of Social Services
12304 Washington Hwy
Ashland, VA 23005
(804) 752-4100

Medical College of Virginia Hospital
401 N. 12th Street
Richmond, VA 23232
(804) 828-9000

Salvation Army Shelter
2601 Hermitage Road
Richmond, VA 23231
(804) 359-0269

Salvation Army
3807 Mechansville Turnpike
Mechansville, VA 23111
(804) 497-8780

Cecily Rodriguez
Telamon-VA
4313 Fitzhugh Ave. Ste. 202
Richmond, VA 23230
(804) 355-4676

VA Justice Center for Farm & Immigration Worker
501 4th St. S E Suite A
Charlottesville, VA 22902
(800) 763-7323