

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 12/20/2006

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

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

SUBJECT: Request for Extension of Clearance Order No. VA 6121987

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

dated 12/20/2006 for 6, Horticultural Worker II 405-687-014  
(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.

*Mitchell Abraham*

(signature)

\* \* \* \* \*

DATE \_\_\_\_\_

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

ACCEPTED \_\_\_\_\_ Location(s) to which extend:

REJECTED \_\_\_\_\_ Reason for Rejection: \_\_\_\_\_

COMMENTS:

Number of additional copies required. \_\_\_\_\_

\_\_\_\_\_  
(signature)

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

U.S. Department of Labor  
 Employment and Training Administration



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

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número de calle, ciudad, estado, código postal y teléfono) WAYNESBORO NURSERY 2597 LYNTHURST RD., WAYNESBORO, VA 22980-0721 Tel # 540 946-3800	Industry Code / Código de Industria 5193	Job Order # / No. Orden de Empleo VA6121987															
	Occupational Title and Code / Título Ocupacional y Código NURSERY LABORER 405.687014																
2. Location and Direction to Work Site / Dirección del lugar de trabajo Location Address: 2597 LYNTHURST RD., WAYNESBORO, VA 22980-0721  please see attachment for directions.  (see attachment / para más detalles vea _____)	Clearance Order Issue Date / Fecha de Trámite: 12/20/06	Job Order Expiration Date / Fecha de expiración: 07/23/07															
	6. Anticipated Period of Employment / Periodo Anticipado de Empleo From / Desde: 03/01/07 To / Hasta 12/15/07																
3. Location and Description of Housing / Dirección y Descripción de la Vivienda  Location Address: 2597 LYNTHURST RD., WAYNESBORO, VA 22980-0721  Also Please see attachment  (see attachment / para más detalles vea _____)	7. No. of Worker's Requested / No. de Trabajadores Pedidos 6																
	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana Total: 40 <table border="1"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> <td>8</td> </tr> <tr> <td>Monday / Lunes</td> <td>8</td> <td>Thursday / Jueves</td> <td>8</td> </tr> <tr> <td>Tuesday / Martes</td> <td>8</td> <td>Friday / Viernes</td> <td>8</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td>0</td> </tr> </table>		Sunday / Domingo	0	Wednesday / Miércoles	8	Monday / Lunes	8	Thursday / Jueves	8	Tuesday / Martes	8	Friday / Viernes	8			Saturday / Sábado
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Monday / Lunes	8	Thursday / Jueves	8														
Tuesday / Martes	8	Friday / Viernes	8														
		Saturday / Sábado	0														
4. Board Arrangements / Arreglo de Alojamiento Workers will cook and prepare their own meals. Kitchen facilities are provided at no cost to the workers.  Waynesboro Nursery will provide free transportation for workers to and from store once a week for supplies.  (see attachment / para más detalles vea _____)	9. Collect Calls Accepted / Se Aceptan Llamadas a Cobrar:																
	Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office / Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos  Please see attachment  (see attachment / para más detalles vea _____)																	
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in <b>ENGLISH</b> must be included inside this box]  Please see attachment  (see attachment / para más detalles vea _____)																	
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in <b>SPANISH</b> must be included inside this box]  Please see attachment  (see attachment / para más detalles vea _____)																	

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Informaci? Sobre Pagos Especiales y Deducci? es (Rebajas)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.)	Deductions / Deducci? es	YES	NO	Pay Period Periodo de Pago
			Pagos Especiales (Bono, ect.)				
Trees	\$ 8.51	\$		FICA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly /
Shrubs	\$ 8.51	\$		Federal Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Semi-annual X
	\$	\$		State Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / cada 2 sem. X
	\$	\$		Meals (comidas)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	\$	\$		Other (specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other / Otro

More Details About the Pay/M? Detalles Sobre el Pago

Please see attachment

(see attachment / para m? detalles vea \_\_\_\_\_)

12. Transportation Arrangements / Arreglos de Transportaci? (Please explain)

Please see attachment

(see attachment / para m? detalles vea \_\_\_\_\_)

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 Agr?colas para reclutar, supervisar, transportar, dar vivienda, ? 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  cual es el salario que le paga al Contratista Agr cola para cada actividad?

(see attachment / para m? detalles vea \_\_\_\_\_)

14. Unemployment insurance provided / Seguro por Desempleo: Yes  No

15. Workers' compensation insurance provided / Indemnizaci? por accidente de trabajo: Yes  No

16. Are tools provided at no charge to the workers? /  e 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 one?/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisi? u otros beneficios por ventas hechas a los trabajadores. (Si no hay ning? acuerdo o convenio, indique ninguno?)

None/Ninguno

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 one?/ Enumere todo huelga, paro o interrupci? de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique ninguno?)

None/Ninguno

19. Address of Order Holding Office (include Telephone number) Direcci? de la Oficina donde se Radic? la Oferta (incluya n? ero de tel? ono)

Virginia Employment Commission  
 400 Paxton Ave. 100 Premier Place  
 P.O. Box 1587 Winchester, VA  
 Charlottesville, VA 22902 Attn: Ken Shaver 22602

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

Contact: Ken Shaver Mac Munoz  
 434 894 7800 (540) 722-3415

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificacion del Empleador: Esta orden de trabajo describe los t?minos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.

Employer's Signature & Title/ Firma y T?ulo del Empleador

*Paul W. Sullivan* 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 funci? b? ica 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 informaci? 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).

## ATTACHMENTS TO ETA 790

WAYNESBORO NURSERY assures compliance with assurances at 20 CFR 653.501 and at 20 CFR 655.103.

### Item 2

Location Address: 2597 LYNDHURST RD. WAYNESBORO, VA 22980-0721

Directions: From Holding office Start at 400 PRESTON AVE, CHARLOTTESVILLE - go 0.0 mi, Turn **R** Right on RIDGE MCINTIRE RD[US-250-BUS] - go 0.2 mi, Continue on RIDGE ST - go 0.4 mi, Continue on 5TH ST SW - go 1.4 mi, Continue on 5TH ST EXT - go 0.2 mi, Turn **R** Right onto I-64 WEST toward STAUNTON - go 25.1 mi, Take exit #94 toward STUARTS DRAFT/WAYNESBORO - go 0.2 mi, Turn **L** Left on US-340 SOUTH - go 0.9 mi, Turn **L** Left on LADD RD - go 0.9 mi, Turn **R** Right on LYNDHURST RD - go 0.6 mi, Arrive at 2597 LYNDHURST RD, WAYNESBORO, on the **R**

### Item 3

The workers will reside at the farm site of 2597 LYNDHURST RD. WAYNESBORO, VA 22980-0721. Waynesboro Nursery will provide housing at no cost to the worker. Housing will be clean and in compliance with applicable OSHA standards. Workers occupying the housing will be responsible for maintaining the housing and the living areas in a neat, clean manner and in compliance with State Health Department Regulations. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings.

### Item 5

Referrals under this job order should be made to the Virginia Employment Commission office at the address and telephone listed in item #19. All applicants should ~~submit their resume to the above office and~~ be thoroughly familiarized with the job specifications, terms and conditions of employment. Only workers who are eligible for employment in the United States, and who will be available at the time and place needed should be referred to Waynesboro Nursery.

### Item 7

Waynesboro Nursery's total workforce needed in this occupation for this period of employment is (7) seven of which Waynesboro Nursery anticipates hiring one legally qualified U S worker.

### Item 8

The scheduled workweek is 40 hours. Starting time is 8:00 a.m. and quitting time is 4:30 p.m. with ½ hour for lunch. During busy planting and harvest season workers may be required to start earlier and work more than the scheduled 40 hours per week. When the weather is hot the starting and quitting times may be shifted to earlier or later in the day. This may vary depending on crop and weather conditions.

Waynesboro Nursery will provide United States workers referred through this clearance order with 40 hours of work for the week beginning with the anticipated date of employment shown in item 6, unless Waynesboro Nursery amends the date of need in accordance with 20 CFR 653.501(d)(2)(v). Waynesboro Nursery may require the worker to perform alternative work if this guarantee is invoked. Alternate work will include fieldwork, general field labor, brush cutting and farm maintenance activities, including maintenance or repair of barns and other structures, greenhouses and fences, and any other equipment and tools used on the farm.

Waynesboro Nursery guarantees to offer the workers employment for at least three-fourths of the workdays of the contract period, and any extensions. The workdays begin on the first workday the worker is at Waynesboro Nursery's farm site and is ready, willing, able and eligible to work and ends on the expiration date shown in Item 6 or any extension thereof. For the purposes of this guarantee a workday shall mean the time as stated in Item 8 and shall exclude the worker's Sabbath and Federal holidays. The worker may, however, be offered more hours than listed above, and may be offered work on the worker's Sabbath and on Federal holidays.

If Waynesboro Nursery fails to provide the worker with the amount of work required under this guarantee, Waynesboro Nursery will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of workdays.

In determining whether the period of guaranteed employment has been met, Waynesboro Nursery will count all hours of work actually performed, and any hours that the worker fails to work, when the worker has been offered an opportunity to work. If the worker voluntarily abandons employment before the end of the contract period or is terminated for cause, the worker is not entitled to the guarantee set forth above.

If, before the ending date of the period of employment set forth in Item 6, the services of the worker are no longer required for reasons beyond the control of Waynesboro Nursery due to fire, hurricane, adverse crop conditions or other Acts of God which makes the fulfillment of the anticipated period of employment impossible, Waynesboro Nursery may terminate the worker's employment. In the event of such termination, Waynesboro Nursery will fulfill the above guarantee for the period that has elapsed from the first workday the worker is at Waynesboro Nursery's farm site and is ready, willing, able and eligible to work, until date employment is terminated.

## ATTACHMENTS TO ETA 790

### Item 12 (continued)

transportation and reasonable subsistence from the place of employment to the place of recruitment. 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. Reimbursement of inbound and return transportation costs applies only to workers recruited from outside normal commuting distance.

Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period or who are terminated for cause.

For the purpose of the above reimbursement, the "period of employment" shall be the period from the first day the worker is at Waynesboro Nursery's farm site and is ready, willing, able and eligible to work until the anticipated ending date shown in Item #6.

Waynesboro Nursery will provide transportation as needed at no cost to the worker from Waynesboro Nursery provided housing to the worksite and return on a daily basis.

In the case of termination for medical reasons or as a result of an Act of God, Waynesboro Nursery will pay return cost of transportation and subsistence expenses to the place from which the worker was recruited.

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

### OTHER CONDITIONS OF EMPLOYMENT

*Termination:* Waynesboro Nursery may terminate the worker with notification to the Employment Service local office for lawful job-related reasons and if the worker: (a) malingers or otherwise refuses without justified cause to perform work for which the worker was recruited and hired in a timely and proficient manner; (b) commits serious acts of misconduct; or (c) abandons the employment (whereas three consecutive days of unexcused absence shall be considered an abandonment of employment); employee must notify Waynesboro Nursery and secure permission for necessary absences.

*Work Agreement:* Waynesboro Nursery will provide a copy of the contract or job clearance order to the worker not later than on the day the work commences.

### **Item 8 (continued)**

In such cases Waynesboro Nursery will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, Waynesboro Nursery will offer to return the worker at Waynesboro Nursery's expense, to the place from which the worker, disregarding intervening employment, came to work for Waynesboro Nursery.

### **Item 9**

Collect telephone calls will be made to Waynesboro Nursery at the telephone number listed in Item #1 from Job Service placement personnel of applicant holding offices only Monday through Friday from 8:00 a.m. to 4:00 p.m. EST. Collect telephone calls will not be accepted from individual applicants. Applicants should be thoroughly screened as requested in Item #5 before referring officials place telephone calls.

### **Item 10**

Qualifications: Must be able to listen to, understand, and follow simple instructions of field operations leaders and supervisors.

Waynesboro Nursery will comply with re-entry restrictions applicable to pesticides and other chemicals used in the fields.

A designated lead worker or company supervisor will provide instructions and general supervision. Technical horticultural activities will be closely supervised. However, workers will be expected to perform their general duties in a timely and proficient manner without close supervision.

Workers may not report for work while under the influence of alcohol or drugs. The possession or use of illegal drugs or alcohol on company property is prohibited and will be cause for termination.

Waynesboro Nursery at no cost will provide any tools or equipment necessary to perform required tasks to the worker. Tasks will be related to the planting, growing, cultivating, weeding, fertilizing, pruning, harvesting and sorting of trees & shrubs. Dig, cut, and transplant seedlings, cuttings, trees, and shrubs. Dig, rake, and screen soil; and fill cold frames and hot beds in preparation for planting. Fill growing tanks with water. Graft plants and trees into different rootstock to reduce disease by inserting and tying buds into incisions in rootstock. Harvest plants, and transplant or pot and label them. Haul and spread topsoil, fertilizer, peat moss, and other materials to condition soil, using wheelbarrows or carts and shovels. Inspect plants and bud ties to assess quality. All work must be performed carefully according to instruction to avoid damage to trees and shrubs.

### **Item 10 a**

Calificaciones: Debe poder escuchar, entender, y seguir instrucciones sencillas de los líderes y de los supervisores de las operaciones de campo. El patrón se conformará con las restricciones del reingreso aplicables a los pesticidas y otros productos químicos usados en el campo. A señalado conducen a trabajador o el supervisor de la compañía proporcionará instrucciones y la supervisión general. Las actividades del pesticida y de la fertilización serán supervisadas de cerca. Sin embargo, se esperará que los trabajadores realicen sus deberes generales en una manera oportuno y diligente sin supervisión cercana.

Los trabajadores no pueden reportar para el trabajo abajo la influencia del alcohol o de las drogas. La posesión o el uso de drogas ilegales o del alcohol en característica de la compañía se prohíbe y será causa para la terminación.

El patrón sin costo proporcionará herramientas o equipo necesario para realizar tareas requeridas al trabajador. Las tareas serán relacionadas con plantar, el crecimiento, la cultivación, escardar, la fertilización, la poda, cosechar y clasificación de árboles y de arbustos. escarve, corte, y trasplante las plantas de semillero, los cortes, los árboles, y los arbustos. Escarve, rastrillar, y suelo de la pantalla; y marcos fríos del terraplén y camas calientes en la preparación para plantar. Llene los tanques crecientes de agua. Injerte las plantas y los árboles en diverso rizoma para reducir enfermedad insertando y atando los brotes en incisiones en rizoma. Coseche las plantas, y trasplántelas a las plantas del pote y etiquete las. Acarree y separe la tierra vegetal, fertilizante, musgo de la turba, y otros materiales para condicionar el suelo, usando las carretillas o los carros y las palas. Examine las plantas y los lazos del brote para determinar calidad. Todo el trabajo se debe realizar cuidadosamente según la instrucción de evitar daño a los árboles y a los arbustos.

### **Item 11**

Waynesboro Nursery agrees to pay the prevailing wage rate for the occupation if higher than the AEW. If the U.S. Department of Labor, pursuant to 20 CFR 655.107(a), publishes in the Federal Register a higher or lower AEW during the period of employment covered by this job order, the higher or the lower AEW will be guaranteed if the prevailing wage rate is lower. Piece rate is not being offered.

Waynesboro Nursery employees are paid on a weekly basis each Friday, with the pay period beginning on Friday and ending on the following Thursday. Waynesboro Nursery will provide workman's compensation coverage to worker under this job order.

### **Item 12**

For workers who complete 50 percent of the work period, Waynesboro Nursery will reimburse the worker for costs incurred by the worker for transportation to the place of employment. Subsistence for the days the workers are traveling to worksite from their homes will be \$9.08 per day without documentation, and in accordance with the current Federal register notice for workers with receipts. If the worker completes the period of employment, Waynesboro Nursery will provide or pay the worker's reasonable costs of

20 CFR 653.501  
ASSURANCES  
INTRASTATE AND INTERSTATE CLEARANCE ORDER

Waynesboro Nursery agrees to provide to workers referred through the Clearance System the number of hours of work per week cited in Item 10 of the Clearance Order for the week beginning with the anticipated date of need, unless Waynesboro Nursery has amended the date of need at least 10 working days prior to the original date of need, Waynesboro Nursery shall pay eligible workers (referred through the Intrastate/Interstate Clearance System) the specified hourly rate of pay, or in the absence of a specified hourly rate pay, the higher of the Federal or State minimum wage rate for the first week starting with the originally anticipated date of need. Waynesboro Nursery may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

Waynesboro Nursery agrees that no extension of employment beyond the period of employment shown on the job order will relieve Waynesboro Nursery from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation expenses to the worker's home.

Waynesboro Nursery assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

Waynesboro Nursery agrees to 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.

Waynesboro Nursery assures the availability of no-cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the Clearance System.

Waynesboro Nursery also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name David Quillen  
Employer's Signature Paul W. Sullivan Date 11/15/2006

**STATEMENT OF REQUEST FOR CONDITIONAL ACCESS (RCA) INTO  
AGRICULTURAL RECRUITMENT SYSTEM**

**I hereby request that my job order(s) be sent beyond my local recruiting area, to other parts of this State, and to labor supply States, in a timely manner to facilitate the recruitment of domestic workers.**

**As condition to placing my order into Interstate Clearance, I certify that no fewer than 30 days prior to occupancy my housing will meet such standards as are agreed upon to fulfill the requirements of the U.S. Secretary of Labor in the use of Employment Service facilities for Intra/Interstate Clearance of job orders.**

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

Employer's Name DAVID Quillen

Employer's Signature David W. Quillen Date \_\_\_\_\_

20 CFR 655.106 (F)

FIFTY-PERCENT RULE

Waynesboro Nursery requests an exemption from the fifty-percent rule under 655.103 (e). Waynesboro Nursery 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.

Employers Signature Paul W. Sullivan Date 11/15/2006

VIRGINIA COMMERCE GROUP SELF-INSURANCE ASSOCIATION

C/O LANDIN, INC.

P. O. Box 17590

Richmond, VA 23226

804-359-9600 \* 804-282-4640 (Fax)

*File 2007*

**CONFIRMATION OF STATE OF VIRGINIA WORKERS' COMPENSATION COVERAGE  
AND  
STANDARD EMPLOYER'S LIABILITY COVERAGE**

This is to certify that:

**Waynesboro Nurseries, Inc.**

**P. O. Box 987**

**Waynesboro, VA 22980**

being subject to the provisions of the Virginia Workers' Compensation Act has secured the payment of compensation with the Virginia Commerce Group Self-Insurance Association.

**MEMBER COVERAGE NUMBER: 630-0377-01**

**COVERAGE PERIOD: 01/01/2007 TO 01/01/2008**

**EMPLOYER'S LIABILITY COVERAGE:** This coverage applies to Member's work in the State of Virginia. The limits of the Association's liability are:

**Bodily Injury by Accident \$1,000,000 each accident**

**Bodily Injury by Disease \$1,000,000 coverage limit**

**Bodily Injury by Disease \$1,000,000 each employee**

Coverage is continuous until cancelled by the member of the Virginia Commerce Group Self-Insurance Association. The coverage can be canceled by giving notice in accordance with 65.2-804 of the Virginia Workers' Compensation Act and VAC 5-370-140 of the Virginia Administrative Code Title 14 of the Bureau of Insurance, State Corporation Commission, Commonwealth of Virginia.

**EMPLOYERS' LIABILITY COVERAGE CERTIFICATE**  
**PART ONE EMPLOYERS' LIABILITY COVERAGE**

**A. How The Coverage Applies**

This employer's liability coverage applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by Member.
2. The employment must be necessary or incidental to Member's work in the state of Virginia.
3. Bodily injury by accident must occur during the coverage period.
4. Bodily injury by disease must be caused or aggravated by the conditions of Member's employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the coverage period.
5. If Member is sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

**B. The Association Will Pay**

The Association will pay all sums Member legally must pay as damages because of bodily injury to its employees, provided the bodily injury is covered by this Employers Liability Coverage.

The damages the Association will pay, where recovery is permitted by law, include damages:

1. for which Member is liable to a third party by reason of a claim or suit against Member by that third party to recover the damages claimed against such third party as a result of injury to Member's employee;
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by Member; and
4. because of bodily injury to Member's employee that arises out of and in the course of employment, claimed against Member in a capacity other than as employer.

**C. Exclusions**

This coverage does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that Member's work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with Member's actual knowledge or the actual knowledge of any of its executive officers;
4. any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by Member;
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 those countries;
7. damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of the law;
8. bodily injury to a master or member of the crew of any vessel;
9. bodily injury of any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Section 931-942) or the Federal Employers' Liability Act (45 USC Sections 51-60), or any amendment to those laws;
10. bodily injury to any member of the flying crew of any aircraft;
11. bodily injury to an employee when Member is deprived of common law defenses or is subject to penalty because of its failure to secure its obligations under the workers compensation law of any state or otherwise fails to comply with that law.

**D. The Association Will Defend**

The Association has the right and duty to defend, at its expense, any claim, proceeding or suit against Member for damages payable by this coverage. The Association has the right to investigate and settle any such claims, proceedings and suits.

The Association has no duty to defend a claim, proceeding or suit that is not covered by this coverage. The Association has no duty to defend or continue defending after it has paid its applicable limit of liability under this coverage.

**E. The Association Will Also Pay**

The Association will also pay these costs, in addition to other amounts payable under this coverage, as part of any claims, proceeding, or suit it defends:

1. reasonable expenses incurred at its 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 its liability under this coverage;

3. litigation costs taxed against Member;
4. interest on a judgment as required by law until it offers the amount due under this coverage; and
5. expenses it incurs.

#### F. Other Coverage

The Association will not pay more than its share of damages and costs covered by this coverage 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 coverage is exhausted, the shares of all remaining coverage will be equal until the loss is paid.

#### G. Limits of Liability

The Association's liability to pay for damages is limited. Its limits of liability are shown in Item 3 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 the Association will pay for all damages covered by this coverage 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 - coverage limit" is the most the Association will pay for all damages covered by this coverage 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 it 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. The Association will not pay any claims from damages after it has paid the applicable limit of its liability under this coverage.

#### H. Recovery From Others

The Association has Member's rights to recover its payment from anyone liable for an injury covered by this coverage. Member will do everything necessary to protect those rights for the Association and to help it enforce them.

#### I. Actions Against The Association

There will be no right of action against the Association under this coverage unless:

1. Member has complied with all the terms of this coverage; and
2. The amount Member owes has been determined with the Association's consent or by actual trial and final judgment.

This coverage does not give anyone the right to add the Association as a defendant in an action against Member to determine Member's liability.

### PART TWO MEMBER'S DUTIES IF INJURY OCCURS

Tell the Association at once if injury occurs that may be covered by this coverage. Member's other duties are listed here.

1. Give the Association the names and addresses of the injured persons and of witnesses, and other information it may need.
2. Promptly give the Association all notices, demands and legal papers related to the injury, claim, proceeding or suit.
3. Cooperate with and assist the Association, as it may request in the investigation, settlement or defense of any claim, proceeding or suit.
4. Do nothing after an injury occurs that would interfere with the Association's right to recover from others.
5. Do not voluntarily make payments, assume obligations or incur expenses, except at Member's own cost.

Virginia Employment Commission  
Winchester Local Office

Virginia Comision de Empleo  
La Oficina de Winchester

Summary of Employment Conditions  
Specified on Job Order

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

1. Order Number: VA6121987
2. Name of Employer: Waynesboro Nursery
3. Location of Employer and Directions:  
US 340 exit Exit 221 toward Waynesboro, left on  
Ladd Rd, right on to Lyndhurst Road to 2597
4. Period of Employment:  
From 03/01/07 To 12/15/07
5. Work Schedule: 8 hours per day, 5 days per week  
Plus 4 hours on Saturday
6. Crop and Pay:  
Crop: Nursery work  
Hourly Wage: \$8.51  
Unit of Production  
Piece Rate  
Piece Rate  
Estimated Hourly Wage
7. Work Tasks To Be Performed:  
Regular: Dig, cut, and transport seedling,  
Cuttings, trees, and shrubs.
8. Transportation Provided: From Labor Camp to  
Orchard and Return  Yes  No
9. Housing can Accommodate 8 People  
 Individuals  
 Families
10. Meals: (Central Mess)  
Provided:  Yes  No  
If yes: Cost per day \$9.25  
Workers may do their own cooking:  
 Yes  No
11. Deductions:  

Type	Amount
Social Security	<u>X</u>
Income Tax	<u>X</u>
Meals: See Paragraph 13 of Job Order	
Transportation	<u>None</u>
Tools/Equipment	<u>None</u>
Crew leader Charges	<u>None</u>

1. Numero de el Orden: VA6121987
2. Nombre Del Empleador: Waynesboro Nursery
3. Lugar y Direccion del Empleador:  
US 340 exit Exit 221 toward Waynesboro, left on  
Ladd Rd, right on to Lyndhurst Road to 2597.
4. Periodo de Empleo:  
Del 03/01/07 Al 12/15/07
5. Horario de Trabajado: Horas por dia 8, numero  
de dias por semana 5 y 4 horas Sabado
6. Cosecha Y Pago:  
Cosecha Plantor  
Sueldo Por Hora \$8.51  
Unidad de Produccion:
7. Labores a Desempenar en el Trabajo:  
Normales: Excaver, cortar, y transplantar  
Planta de semilla, arboles, y arbustos.
8. Transportacion Provista: Del Encampamento al la  
huerta y Vuelta  Yes  No
9. Vivenda Disponible Para 8 Personas  
 Individuos  
 Familias
10. Comidas Provistas: (Cocina)  
 Si  No  
Si so provistas, el costo por dia es \$9.25  
(Vea Numero. 13 en el Orden de Trabajo)  
Los trabajadores tienen que cocinar sus comidas:  
 Yes  No
11. Deduccions:  

Clase	Cantidad
Seguro Social	<u>X</u>
Impuestos Sobre Ingresos	<u>X</u>
Comidas: Vea Numero 13 en el Orden de Trabajo	
Transportacion	<u>Nada</u>
Herramientas/Maquinaria	<u>Nada</u>
Suma Cobrada por el contratista	<u>Nada</u>

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 2/22/07

In order for you to be eligible for this guarantee, you must contact the Job Service at:

Virginia Employment Commission  
100 Premier Place  
Winchester, VA 22602  
540-722-3415

During the period 2/15/07 to 2/22/07  
any Job Service office will assist you in doing this.

12. Notas Para los Trabajadores:

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

El empleador ha garantizado el pago por su primera semana de empleo, a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notification sea a mas a tardar el 2/22/07

Para que Ud. pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con:

Virginia Comision de Empleo  
100 Premier Place  
Winchester, VA 22602  
540-722-3415

Durante el periodo del 2/15/07 al 2/22/07  
Cualquier Oficina del Servicio de Empleos le asistira.

**Virginia Employment Commission  
Community Services for Shenandoah County**

Available for Medical Services

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

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

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

Provides Food Pantry and Other  
Emergency Services to Ag Workers

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

Legal Assistance to Workers

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

The Virginia Justice Center for  
Farm and Immigrant Workers  
1000 Preston Ave, Suite A  
Charlottesville, VA 222903  
800-578-8111 434-977-0553

Government Agencies

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

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

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

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

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

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