VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO: DATE 5/24/2006

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 5053393

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

dated 5/24/2006 for 4 (No. of Openings), Farmworker, Fruit II 403-687-010 (Occupational Title and Code)

to be sent to the offices of your choice.

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

Michelle C Abraham
(signature)

* *

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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 Processamiento de Alimentos

U.S. Department of Labor
Employment and Training Administration
O.M.B. Approval No. 1205-0134 Expires 06/30/2006

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

Keswick Vineyards LLC
1575 Keswick Winery Dr.
Keswick, VA 22947
Ph:(248) 588-9700

c/o ILMC, Labor Consultant
230 Cameron Ave.
P.O. Box 630
Vass, NC 28394
Ph:(910)/245-4808 Fx: (910) 245-3837

Industry Code / Código de Industria: 0172

Job Order # / No. Orden de Empleo: VA5053393

Occupational Title and Code / Titulo Ocupacional y Código: 403.687-010 Farmworker; Fruit II

Clearance Order Issue Date / Fecha de Tramite: 5/24/06

Job Order Expiration Date / Fecha de expiración: 8/31/06

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

Albemarle County in the state of VA

(see attachment / para más detalles vea _____)

6. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/Desde: 7/1/06 To/Hasta 10/31/06

7. No. of Worker's Requested / No. de Trabajadores Pedidos: 4

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

Apartment
250 Colonnade Dr. Charlottesville, VA 22901

(see attachment / para más detalles vea 3)

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

Total: 40

Sunday / Domingo 0
Monday / Lunes 7
Tuesday / Martes 7
Wednesday / Miercoles 7
Thursday / Jueves 7
Friday / Viernes 7
Saturday / Sabado 5

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

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

4. Board Arrangements / Arreglo de Alojamiento

(see attachment / para más detalles vea 4)

5. Referral Instructions / Instruciones para el Referimiento de Candidatos

(see attachment / para más detalles vea 5)

10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications In ENGLISH must be included inside this box)

Workers will plant, cultivate, prune, thin and harvest grapes.
(See ETA 790 Attachment for complete job description)

(see attachment / para más detalles vea 10)

10a. Descripción del Trabajo (Summary of Material Job Specifications In SPANISH must be included Inside this box)

(see attachment / para más detalles vea 10a)

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

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza/Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions / Deducciónes	YES	NO	Pay Period Periodo de Pago
Grapes	$ $8.51	$		FICA	X		Weekly /
	$	$		Federal Tax	X		Semi-annual X
	$	$		State Tax	**		Bi-Weekly /
	$	$		Meals (comidas)		X	cada 2 sem.
	$	$		Other (specify)		X	Other / Otro

More Details About the Pay / Más Detalles Sobre el Pago

** if applicable excludes H2A workers

(see attachment / para más detalles vea 11)

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

(see attachment / para más detalles vea 12)

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 Agiicolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s) / sembrado(s)?

Yes____ No X

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cual es el salario que le paga el Contratista Agricola para cada actividad?

(see attachment / para más detalles vea _____)

14. Unemployment Insurance provided / Seguro por Desempleo: Yes____ No X

15. Workers compensation insurance provided / Indemnización por accidente de trabajo: Yes X No____

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

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

NONE / 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 "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 / NINGUNO

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
400 Preston Ave.
Charlottesville, VA 22902 Ph: (434) 984-7630

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

Ken Shaver (434) 984-7630

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

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

Manager

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 aceptade 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 DC 20210 (Paperwork Reduction Act of 1995, OMB Control No. 1205-0134).

ATTACHMENT TO ETA 790

4 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. 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.

5 All local and Intrastate (in state) applicants and interstate (out of state) applicants are to Ed Martin at (434) 244-3341, Monday through Thursday's between the hours of 9.00 am and 4:00 pm, and on Fridays from 9:00 am until 11.00 am Employer will interview the person for 1) Availability for entire season, 2) Available transportation to the job site, 3) Has been fully appraised by the local employment services of the terms and conditions of employment Workers recruited against 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. Workers 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 State 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. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment to work.

8 Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower 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.

11. Job Specifications:
Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.

Planting Grapes:
In prepared soil, worker will space plants 6 to 10 feet apart (depending on the variety). For each vine, worker will dig a hole 12 inches deep and 12 inches wide, making sure the hole will accommodate the roots, then refill hole

Don'l

with soil and water. Workers my need to trim off any broken roots or roots too long to fit into the hole without crowding. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers.

Picking Grapes:
Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper grapes from that row, or half row. Grapes are selected from the vine according to size and/or color standard set by the picking supervisor. The entire vine must be checked to ensure removal of all fruit meeting picking requirements. Grapes are placed gently in the picking container until container is full. The full picking container is then taken to grape wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers.

Pruning
While pruning vines, workers will receive proper tools for the particular job, i.e., prunes, and hand snips. These tools will be returned to the employer at the end of the task. The cost of tools destroyed maliciously or lost carelessly will be deducted from worker's wages. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. Workers will be assigned rows and must prune each vine according to the predetermined standard.

Tractor Operation During Field Operations
During field operations, workers may be required to drive a tractor pulling a wagon through the field or between fields incidental to the job being performed. Workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance
Workers involved in vineyard maintenance may be required to hoe, weed, spread fertilizer, repair and build trellis's, use hand sprayers, remove vines, lay irrigation pipe, repair and maintain drip system, and train grape vines. All equipment will be provided by employer. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Farm, Field and Shed Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm and shed sanitation duties.

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, building and repairing trellis systems, cleaning and repairing farm buildings, 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, Fruit II, DOT Code 403.687-010. 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, Special Pay Information and Deductions: Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All work will be paid the adverse effect wage rate (AEWR) of $8.51 per hour. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

A. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income tax as required by law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other deductions expressly authorized by the Worker in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the Federal statutory minimum wage of $5.15 per hour.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday when he is offered the opportunity to work by the Employer and all hours of work actually performed shall be counted toward meeting this guarantee.

C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

D. The payroll period shall be weekly. Workers will be paid weekly.

E. Employer will provide a worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $8.51 per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping 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 Grower. 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 grower'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 Grower 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. These employers have 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 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 will be provided to the Regional Administrator before certification is granted. 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 short demonstration 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 the third day of on-the-job training, 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.

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.

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 as soon as is reasonably possible. **UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**

23. Workers must follow supervisor's instructions.

24. Workers may not commit acts of insubordination - failure to regard authority.

25. After the training period, workers are expected to posses 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.

rev.8/05

NORMAS DE TRABAJO

LAS SIGUIENTES REGLAS DE TRABAJO FUERON ELABORADAS PARA PROPORCIONAR UNA GUIA A LOS TRABAJADORES EN LAS NORMAS DE CONDUCTA Y ACTUACION ESPERADA DE ELLOS POR EL PATRON.LA VIOLACION A ESTAS REGLAS O A CUALQUIER OTRO REQUERIMIENTO DE EL PATRON RELACIONADO CON EL TRABAJO LEGAL SERA CONSIDERADO COMO MOTIVO PARA DICIPLINAR O CAUSA DE DESPIDO INMEDIATO.LAS INFRACCIONES A LAS REGLAS DE TRABAJO PUEDEN DERIVAR EN LA SUSPENSION DE SUS LABORES DE TRABAJO Y PAGA POR EL RESTO DEL DIA Y /O HASTA POR TRES DIAS DEPENDIENDO DE LA GRAVEDAD DE LA FALTA,EL REGISTRO ANTERIOR DE EL TRABAJADOR,EL CRITERIO DE EL PATRON U OTROS FACTORES RELEVANTES.LA REINCIDENCIA DE FALTAS SERIAS O GRAVES SERAN CAUSA DE DESPIDO INMEDIATO.SE ESPERA DE TODOS LOS TRABAJADORES LA OBEDIENCIA A TODAS LAS REGLAS DICIPLINARIAS RELACIONADAS CON LA ASISTENCIA,CALIDAD Y CANTIDAD DE TRABAJO Y EL MANTENIMIENTO DE TODA LA PROPIEDAD

1. LOS TRABAJADORES QUE EFECTUEN UN TRABAJO FRAUDULENTO O DOLOSO SE LES INFRACCIONARA DE ACUERDO A LAS ESPECIFICACIONES DE LAS REGLAS DE TRABAJO ,CON UN DIA DE SUSPENSION Y SIN PAGA O TRES DIAS DE SUSPENSION Y SIN PAGA DEPENDIENDO DEL CRITERIO DEL SUPERVISOR,LA GRAVEDAD DE LA INFRACCION Y EL REGISTRO ANTERIOR DE EL TRABAJADOR Y OTROS FACTORES RELEVANTES.LA SUBSECUENCIA DE CUALQUIER OFENSA SERA CAUSA DE DESPIDO INMEDIATO.LOS TRABAJADORES DEBEN DE HACER EL TRABAJO QUE SE LES HA SIDO ASIGNADO EN FORMA CUIDADOSA DE ACUERDO CON EL CONTRATO DE TRABAJO.EL TRABAJO MAL HECHO NO SERA TOLERADO.

2. ESTA ESTRICTAMENTE PROHIBIDO EL USO O POSESION DE CERVEZA,LICOR O DROGAS ILEGALES EN EL TRABAJO O EN LOS DIAS LABORABLESANTES QUE EL TRABAJO SE COMPLETE DURANTE EL DIA(COMO DURANTE LAS HORAS DE COMIDA)LOS TRABAJADORES NO PUEDEN REPORTARSE A TRABAJAR MIENTRAS ESTEN BAJO LA INFLUENCIA DE CERVEZA,LICOR O DROGAS ILEGALES NO SE PUEDE USAR NI TENER DROGAS ILEGALES EN LA PROPIEDAD DEL PATRON, INCLUYENDO LAS VIVIENDAS. EL SALIR POSITIVO EN UNA PRUEBA ANTIDROGAS O EL REHUSARSE A SOMETERSE A UNA PRUEBA ANTIDROGAS ES CAUSA DE TERMINACION INMEDIATA

3. NO SE PERMITIRAN FALTAS EXCESIVAS. NI TARDANZAS,ESTE ES UN TRABAJO REGULAR DE TODOS LOS DIAS,EN EL CUAL SE ESPERA QUE TODOS LOS TRABAJADORES ESTEN PRESENTES PUNTUALMENTE Y DISPUESTOS A DESEMPENAR SU TRABAJO QUE SE LES HA ASIGNADO,TODOS LOS DIAS LABORABLES.ESTE NO ES TRABAJO ESPORADICO NI "A JORNAL." LAS FALTAS INJUSTIFICADAS O EXCESIVAS SE DEFINIRAN COMO: DOS O TRES DIAS DE FALTAS INJUSTIFICADAS EN UN PERIODO DE 30 DIAS , ES CAUSA DE TERMINACION INMEDIATA . LOS TRABAJADORES DEBEN REPORTARSE CON SU PATRON O SUPERVISOR A LA HORA Y LUGAR INDICADO PARA EL DESARROLLO DE SU TRABAJO. LOS TRABAJADORES QUE TENGAN DE 2 A 5 TARDANZAS EXCESIVAS INJUSTIFICADAS EN UN PERIODO DE 30 DIAS SERAN SUSPENDIDOS.

4. LOS TRABAJADORES DEBEN MANTENER LIMPIAS Y EN BUEN ESTADO LAS AREAS DE VIVIENDA QUE SE LES PROVEAN, DADO A DESGASTE RAZONABLE. LOS TRABAJADORES DEBEN COOPERAR CON LOS OTROS TRABAJADORES ASIGNADOS A SUS AREAS DE VIVIENDA EN EL MANTENIMIENTO DE LAS AREAS DE COCINA Y VIVIENDA.TAMBIEN SE LES SOLICITARA QUE DEN MANTENIMIENTO EN EL EXTERIOR DE SU CAMPAMENTO Y A SUS ALREDEDORES.CUALQUIER DESPERFECTO O PROBLEMA EN LA VIVIENDA DEBERA SER REPORTADO DE INMEDIATO A EL PATRON O A EL SUPERVISOR DESIGNADO.

5. LOS TRABAJADORES QUE VIVEN EN LAS VIVIENDAS DEL PATRON,Y TENGAN ASIGNADAS CAMAS LITERAS, NO PUEDEN SEPARAR LAS CAMAS LITERAS, YA QUE TODOS LOS OCUPANTES NECESITAN EL ESPACIO EN LOS DORMITORIOS.

6. LOS TRABAJADORES QUE VIVEN EN LAS VIVIENDAS DEL PATRON NO PUEDEN COCINAR EN LOS DORMITORIOS NI EN NINGUNA OTRA AREA QUE NO SEA DE COCINA.QUEDA ESTRICTAMENTE PROHIBIDO Y POR NINGUNA RAZON EL REMOVER LAS BATERIAS DE LOS DETECTORES DE HUMO LA VIOLACION A ESTE MANDATO ES CAUSA DE TERMINACION INMEDIATA.

7. LOS TRABAJADORES NO PUEDEN TIRAR PAPELES, LATAS, BOTELLAS NI OTRA BASURA EN LOS CAMPOS, EL AREA DE EMBALAJE, NI EN EL AREA DE VIVIENDA. SE DEBEN USAR LOS RECIPIENTES PARA BASURA Y DESPERDICIOS.

8. LOS TRABAJADORES NO PUEDEN TOMAR RECESOS NO AUTORIZADOS DURANTE HORAS DE TRABAJO.

9. LOS TRABAJADORES NO DEBEN SALIR DEL CAMPO U OTRA AREA DE TRABAJO ASIGNADA SIN PERMISO DEL PATRON O DE LA PERSONA ENCARGADA.

10. LOS TRABAJADORES NO PUEDEN ENTRAR A LA PROPIEDAD DEL PATRON SIN AUTORIZACION.

11. LOS TRABAJADORES NO PUEDEN COMENZAR A TRABAJAR ANTES DE LA HORA ASIGNADA, NI CONTINUAR TRABAJANDO DESPUES DE LA HORA DETERMINADA POR EL PATRON

12. LOS TRABAJADORES QUE VIVEN EN LAS VIVIENDAS DEL PATRON NO PUEDEN TENER VISITA DESPUES DE LAS 9:00 P.M. EXCEPTO LOS SABADOS POR LA NOCHE CUANDO LAS HORAS DE VISITA TERMINAN A LAS 11:00 P.M EL PATRON SE RESERVA EL DERECHO DE EXCLUIR A CUALQUIER PERSONA(S) DE VISITAR LAS VIVIENDAS .NADIE,FUERA DE LOS TRABAJADORES ASIGNADOS A UN DORMITORIO POR EL PATRON,PUEDE DORMIR EN LOS DORMITORIOS

13. LOS TRABAJADORES NO PUEDEN DELIBERADAMENTE LIMITAR PRODUCCION.

14. CUALQUIER TRABAJADOR QUE AMENAZA FISICAMENTE A OTRO TRABAJADOR, AL PATRON O A CUALQUIER SUPERVISOR CON ALGUNA HERRAMIENTA O ARMA SERA DESPEDIDO INMEDIATAMENTE.

15. LOS TRABAJADORES PODRAN SER DESPEDIDOS POR CUALQUIER PELEA QUE TENGAN EN LA PROPIEDAD DEL PATRONO, INCLUYENDO EL AREA DE VIVIENDA.

16. LOS TRABAJADORES NO PUEDEN PONER NI REMOVER AVISOS, LETREROS, NI OTRAS INSTRUCCIONES DE LOS TABLONES DE ANUNCIOS DEL PATRON O DE LA PROPIEDAD DEL PATRON SIN AUTORIZACION ESPECIFICA DEL PATRON.

17. CUALQUIER TRABAJADOR QUE LE ROBE A OTRO TRABAJADOR O AL PATRON SERA CAUSA DE DESPIDO.

18. LOS TRABAJADORES NO PUEDEN FALSIFICAR DOCUMENTOS DE IDENTIFICACION, PERSONAL, MEDICOS, DE PRODUCCION, NI OTROS DOCUMENTOS RELACIONADOS AL TRABAJO.LA VIOLACION DE ESTE MANDATO SERA CAUSA DE DESPIDO INMEDIATO.

19. LOS TRABAJADORES NO PUEDEN DESTRUIR INTENCIONALMENTE NINGUNA MAQUINARIA, CAMION U OTRO VEHICULO, EQUIPO, HERRAMIENTAS U OTRA PROPIEDAD DEL PATRON O DE OTROS EMPLEADOS. LA VIOLACION A ESTE MANDATO SERAN CAUSA DE DESPIDO INMEDIATO

20. LOS TRABAJADORES NO PUEDEN OPERAR O USAR CAMIONES NI OTROS VEHICULOS, MAQUINAS, HERRAMIENTAS NI OTRO EQUIPO SI NO SE LA HA ASIGNADO ESPECIFICAMENTE POR SU SUPERVISOR. LOS TRABAJADORES NO PUEDEN USAR O OPERAR CAMIONES NI ÓTROS VEHICULOS HERRAMIENTAS U OTRO EQUIPO O PROPIEDAD PARA SU USO PERSONAL A MENOS QUE HAYAN SIDO EXPRESAMENTE AUTOIZADOS POR EL PATRON.

21. LOS TRABAJADORES NO PUEDEN MALTRATAR NI REMOVER DEL AREA DE LA FINCA, SIN AUTORIZACION DE SU SUPERVISOR, NINGUNA PROPIEDAD DEL PATRON COMO CAMIONES Y OTROS VEHICULOS, CAMAS, NEVERAS, HERRAMIENTAS, ETC. LA VIOLACION A ESTE MANDATO SERA CAUSA DE DESPIDO INMEDIATO.

22. LOS TRABAJADORES DEBEN OBEDECER TODAS LAS NORMAS DE SEGURIDAD Y LAS PRACTICAS DE SEGURIDAD COMUNES Y DEBEN REPORTAR CUALQUIER HERIDA O ACCIDENTE INMEDIATAMENTE A SU SUPERVISOR ,A LA OFICINA DEL PATRON PRONTO COMO SEA POSIBLE.EL TRABAJAR SIN LAS MEDIDAS DE SEGURIDAD ES CAUSA DE DESPIDO INMEDIATO.

23. LOS TRABAJADORES DEBEN SEGUIR LAS INSTRUCCIONES DEL SUPERVISOR.

24. LOS TRABAJADORES NO DEBERAN DE COMETER ACTOS DE INSUBORDINACION O DESOBEDECER LA AUTORIDAD

25. DESPUES DEL PERIODO DE ENTRENAMIENTO, LOS TRABAJADORES QUE NO CUMPLAN CON LOS ESTANDARES O NORMAS DE PRODUCCION ,SERAN CAUSA DE DESPIDO INMEDIATO.

26. LOS TRABAJADORES NO DEBEN DE INTERRUMPIR EL PERIODO DE DESCANSO O SUENO DE SUS COMPANEROS CON RUIDO EXCESIVO (MUSICA A ALTO VOLUMEN) O DESORDEN, LOS TRABAJADORES NO DEBEN DE TOCAR MUSICA DESPUES DE LAS 9:00 PM EN DIAS LABORABLES Y LOS SABADOS ANTES DE LAS 11:00 PM,LAS LUCES DEBEN DE APAGARSE A LAS 11:00 PM. EN DIAS LABORABLES

27. LOS TRABAJADORES NO DEBERAN DE TENER NINGUNA CONDUCTA QUE COMPROMETA A SU PATRON O A ELLOS POR LA VIOLACION DE ALGUNA LEY LOCAL ESTATAL O FEDERAL.

CONDITIONAL ACCESS

The request for conditional access into the intrastate or interstate clearance system is made on behalf of indicated employer whose housing has not yet been inspected and found in compliance with applicable regulations and is made with the express understanding that the respective employer assumes the obligation under the applicable regulations for timely compliance with applicable housing standards. See addendum.

Signed

5/15/06
Date

Agency and Indemnity Agreement

This Agency and Indemnity Agreement (the "Agreement") entered into by and between the International Labor Management Corporation, Inc.(the "ILMC"), an agricultural labor consulting firm in the state of North Carolina and KESWICK VINEYARDS, LLC an agricultural producer(s) in the state of VIRGINIA who is a Client of the ILMC ("Client").

WHEREAS, the ILMC is qualified and capable as Agent of rendering consulting and administrative services necessary to assist the Client in participating in the H-2A program and for the client to obtain domestic and/or supplementary foreign workers under the labor certification process for temporary agricultural employment in the United States ("H-2A workers") to meet the seasonable labor requirements; and

WHEREAS, the Client desires to avail himself of the consulting and administrative services of the ILMC as Agent in participating in the US government authorized H-2A alien certification program to meet the Client's seasonable labor requirements for the calendar year beginning January 1, 2006 ;

NOW THEREFORE, in consideration of the payment by the Client of the established dues, admission fees and other assessments and such costs as are charged from time to time for providing the services requested by the Client, and for other good and sufficient consideration, including the mutual promises contained in the ILMC Bylaws and this Agreement, pursuant to the requirements of 20 C.F.R. 655.101(a)(3), and the parties hereto further agree as follows:

A. **ILMC Obligations**

(1) The ILMC will prepare and process forms and documents pursuant to applicable laws and regulations of the United States Department of Labor and the United States Immigration and Naturalization Service required for the client to participate in the US government authorized H-2A alien cerification program.

(2) The ILMC, on behalf of its Client, will undertake the administrative tasks of the domestic recruitment requirements as established by the regulations and guidelines of the United States Department of Labor (limited exclusively to placing advertisements in newspapers and radio, listing the job order with the appropriate State Employment Service Agency, and preparing and filing the necessary recruitment report for the United States Department of Labor), in order for the client to participate in the H-2A program.

(3) The ILMC will maintain, either directly or through its designated representatives, all contacts with the State Employment Service Agency, the State Department of Labor, the United States Department of Labor, and the United States Immigration and Naturalization Service, and other governmental agencies necessary to effectuate the purpose of this Agreement.

B. **Client Obligations**

(1) The Client agrees to comply timely with all reasonable policies, procedures, and schedules established by the ILMC which it considers essential for compliance with laws and regulations, successful participation and for the proper operation of the H-2A program.

(2) The Client agrees to comply with all of the terms and conditions of employment made by the ILMC on the Client's behalf in the Agricultural and Food Processing Clearance Order, ETA Form 790, and Application for Alien Employment Certification, ETA 750 ("Job Order") and with each term of the agricultural work agreement, which describes all the material terms and conditions of employment, that is entered into with both U.S. and H-2A workers by the Client. The Client agrees to familiarize himself with the terms and conditions of employment in the job order and the agricultural work agreement and to comply with all obligations imposed on the Client as an employer of U.S. and/or H-2A migrant and/or seasonal agricultural labor found in applicable law and regulations, including without limitation, those at 20 C.F.R. Parts 653 and 655.

(3) In particular, but not limiting the foregoing, the Client agrees a) to pay the worker's required wages and benefits, b) to make those deductions from the worker's paychecks which are required and only those deductions allowed by law, c) to provide housing as required which meets all applicable standards, d) to reimburse timely required

transportation and associated daily subsistence costs, e) to provide written statements of the worker's total earnings, hourly rate and/or piece rate of pay, the hours of employment which had been offered to the worker, the hours actually worked by the worker, and itemization of all deductions made from the worker's wages and, if piece rates are used, the units produced daily and f) to terminate the worker only for lawful job related reasons.

(4) The Client agrees to pay timely any judgment or penalty entered against Client and to indemnify and hold harmless the ILMC and any of its other Clients for judgments entered against it or them arising out of the Client's violation of his obligations under applicable law or regulation (including 20 C.F.R. Parts 653 and 655), the job order or the agricultural work agreement and any attorneys' fees and costs incurred by the ILMC or other Clients in defending against such claim. Client acknowledges that the laws and regulations governing the employment of migrant and seasonal farm labor and supplementary foreign agricultural workers are subject to disputed interpretations. Therefore, the Client agrees that in matters in which a claim is made or litigation is instituted against the ILMC's Board of Directors may exercise its discretion a) to settle such matters on behalf of itself and the Client on terms it deems appropriate, b) to litigate such matters, and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the Client out of whose alleged action or inaction the claim was asserted or, what amount, if any, will be borne by the ILMC and/or shared among its Clients. The terms of this Paragraph 4 survive any future separation of the parties to this agreement and the term of this Agreement.

(5) The Client agrees to pay the ILMC any assessment made by the ILMC as the Client's share of legal and any other expense or liability incurred by the ILMC in defending, prosecuting or settling any application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the Client or arising out of the fault of the Client, in accordance with a formula approved by the Board of Directors of the ILMC. The terms of this paragraph 5 survive any future separation of the parties to this agreement and the term of this Agreement.

Client Signature

MANAGER
Title

Craig S. Eury, Jr., President ILMC

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: VA 5053393

2. NAME OF EMPLOYER: Keswick Vineyards

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

4. PERIOD OF EMPLOYMENT:
FROM 7/1/06 to 10/31/06

5. WORK SCHEDULE:
HOURS PER DAY 8 DAYS PER WEEK 5

6. CROP AND PAY:
CROP: grapes
HOURLY WAGE: $8.51
PIECE RATE:

7. WORK TASKS TO BE PERFORMED:
Performs a variety of tasks under supervision in vineyard/winery operation. Primary tasks are grape production and cultural activities, inlcuding planting and cultivation of vines and harvesting grapes.

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

9. HOUSING CAN ACCOMODATE 4 PERSONS
4 INDIVIDUAL
0 FAMILY

10. MEALS:

PROVIDED: NO

IF YES: COST PER DAY _____
(See item 13 in Job Order)

WORKERS MAY DO THEIR OWN COOKING:

YES

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX
INCOME TAX	XXXXXX
TRANSPORTATION	NONE

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

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

1. NUMBERO DE LA ORDER: VA 5053393

2. NOMBRE DEL EMPLEADOR: Keswick Vineyards

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

4. PERIODO DE EMPLEO:
DEL 7/1/06 al 10/31/06

5. HORARIO DE TRABAJO:
HORAS POR DIA 8 NUMERO DE DIAS POR SEMANA 5

6. COSECHA Y PAGO:
COSECHA uvas
SUELDO POR HORA $8.51
PAGA POR UNIDAD:

7. LABORES A DESEMPENAR EN EL TRABAJO:
Hacen tareas con supervision en vinedo/vineria operacion. Primo tareas: uvas produccion y cultural actividades, incluye plantan, cultivan de parra, y harvestan uvas.

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

9. VIVENDA DISPONIBLE PARA 4 PERSONAS:
4 INDIVIDUOS
0 FAMILLAS

10. COMIDAS:

PROVISTAS: NO

SI SON PROVISTAS, EL COSTO POR DIA SERA _____ (Vea Num.13 en la Orden de Trabajo)

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX
IMPUESTOS SOBRE INGRESOS	XXXXXX
TRANSPORTACION	NO
HERRAMIENTAS Y MAQUINARIA	NO

TOOLS & EQUIPMENT NONE

CREWLEADER CHARGES NONE

12. NOTES TO WORKERS:

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

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by **6/19/06**.

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

VIRGINIA EMPLOYMENT COMMISSION
400 Preston Ave
Charlottesville, Va 22903

During the period of **6/20/06-6/26/06**.
Any Job Service office will assist you in doing this. ☐

SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS NO

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ba garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sen a nas tardar el **6/19/06**.
Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleoas en el:

VIRGINIA EMPLOYMENT COMMISSION
400 Preston Ave
Charlottesville, Va 22903

Durante el periodo el **6/20/06** al **6/26/06**.
Cualquier Oficina del Servicio de Empleos le asistira en hacerto.

VIRGINIA EMPLOYMENT COMMISSION
Community Services for Albemarle County, Virginia

Albemarle County Health Department
1138 Rose Hill Dr
Charlottesville, Va. 22906
(434) 972-6219

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

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

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

1st Med
125 River Bend Drive
Charlottesville, VA. 22911
(434) 984-4200

The doctors provide emergency and non-emergency medical services

Los medicos proven varios servicios rutinarios y de emergencia.

Albemarle County Department of Social Services
1023 Millmont St
Charlottesville, Va. 22902
(434) 972-4010

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

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

Albemarle County Public Schools
401 McIntire Rd
Charlottesville, Va. 22902
(434) 296-5820

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

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

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

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