U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):

R.M Zingler Jr Farms
1479 Kendall Rd
Kendall, NY 14476

C/O ILMC
P.O. Box 630
234 Cameron Ave
Vass, NC 28394

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:
16-1355479

b) Telephone Number / Número de Teléfono:
Employer (585) 659-4019
ILMC (910) 245-4808

c) Fax Number / Número de Fax:
Employer: (585) 659-4019
ILMC (910) 245-3837

d) E-mail Address / Dirección de Correo Electrónico:
Employer: N/A
ILMC: tward@ilmclabor.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

1479 Kendall Road, Kendall NY - Orleans Co
(located 1.2 miles north of Kendall on NY-237 N)
1488 Norway Road, Kendall NY - Orleans Co
1469 Norway Road, Kendall NY - Orleans Co
Kenmore Road, Kendall NY - Orleans Co
557 County Line Road, Kendall NY - Orleans Co
Church Road, Hilton NY - Monroe Co
Curtis Road, Hilton NY - Monroe Co
Employer provides daily transportation from centralized location to worksites.
All work sites are owned or controlled by the employer

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

1488 Norway Rd, Kendall NY 14476
1667 West Kendell Rd. Kendall NY 14476
1669 Center Rd, Kendall NY14476

a) Description of Housing / Descripción de la vivienda:

3 Woodframes
Capacity: 65

Nos. 4 through 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL

4. SOC (O*NET/OES) Occupational Code / Código Industrial:
45-2092.02

a. SOC (ONET/OES) Occupational Title / Título Ocupacional
Farmworker and Laborer, Crop

5. Job Order No. / Num. de Orden de Empleo:
NI095870

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
(877) 466-9757

a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa).
(877) 466-9757

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
6/11/14

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
9/20/14

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
From / Desde: 08/11/2014 To / Hasta: 11/15/2014

10. Number of Workers Requested / Número de Trabajadores Solicitados:
47

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

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

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:
7:00am-3:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varían Ven fijación a ETA 790 para detalles más completos

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:

Employer / Empleador: Yes / Si ☐ No ☒

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14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

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. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. **SEE ETA 790 attachments**

Los empleadores proporcionarán facilidades libres de cocina y cocina a esos trabajadores que tienen derecho para vivir en los empleadores que albergan para que trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios comestibles. Una vez a la semana los empleadores ofrecerán proporcionar (en una base voluntaria por los trabajadores) liberta transporte para asegurarse de que trabajadores conseguir acceso a a la tienda más cercana donde pueden comprar comestibles.

Albergar es proporcionado en ningún costo a trabajadores que no son razonablemente capaces de regresar el mismo día a su domicilio. Este párrafo aplica a tales trabajadores sólo. Albergar no es proporcionado a no-trabajadores. La capacidad de la envoltura es regulada estrictamente por la Secretaría de Trabajo de EEUU, y por ninguna persona, de otra manera que los empleados elegibles autorizado por el empleador, puede ocupar ni pueden quedarse por la noche en albergar de empleador-proporcionó. Albergar de empleador-proporcionó debe encontrar el conjunto lleno de DOL la Administración Profesional de la Seguridad y la Salud (OSHA) estándares exponen en 29 CFR 1910,142, o el conjunto lleno de estándares pone en §§ 654,404 por 654.417, el que son aplicables abajo § 654,401. La envoltura es ofrecida como en-temporada temporaria (durante el período de empleo sólo) albergando previo trabajadores agrícola migratorios mientras son empleados en granjas más allá de conmutar normal distancia de su residencia. Los trabajadores proporcionaron albergar por el empleador debe desocupar inmediatamente la envoltura sobre la cesantía. Ninguna carga será causada camas ni útiles de cocina y artículos semejantes proporcionaron a trabajadores a quien albergar es proporcionado. Toda la envoltura es envoltura de grupo en la que todos los trabajadores compartirán cocinas y áreas comunes sin consideración al género. Los trabajadores femeninos serán proporcionados sin embargo con facilidades durmientes compartidas sólo con otros miembros de la familia o con otras hembras. Las facilidades de lavabos de sexo-segregó serán proporcionadas. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia. Los trabajadores que residen en la envoltura de empleador pueden tener correo dirigido a ellos en la dirección del empleador en el apéndice conectado. **VEA ETA 790 fijaciones**

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work. 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

SEE ETA 790 ATTACHMENTS FOR DETAILS.

para Los trabajadores son investigados para la conformidad con los criterios siguientes: un) confirma capacidad, la disponibilidad, los requisitos y el consentimiento para realizar el trabajo descritos y confirman intuición trabajar la temporada entera, 2) trabajadores locales confirman la disponibilidades de transporte diario seguro a y del sitio de trabajo para la temporada entera. Los trabajadores no locales confirman la disponibilidades de transporte al sitio del trabajo para empezar el trabajo, 3) confirmación de revelación llena de todos los términos, de la condición, y de la naturaleza de trabajo-trabajo por el personal local de empleo, 4) confirmación afirmativa de requisitos legales trabajar en EEUU como descrito abajo. El empleador puede terminar al trabajador (extranjero y/o doméstico) con notificación al servicio del empleo si empleador descubre un registro criminal de convicción o estatus como un delincuente sexual registrado que empleador cree razonablemente, coherente con la ley actual, dañará la seguridad y las condiciones de vida de otros trabajadores. Los trabajadores alistaron contra la Oferta de empleo de dentro de conmutar normal que distancia no será proporcionada con albergar, la subsistencia y el transporte.

Sólo trabajadores permitieron legalmente trabajar en Estados Unidos y en que elegibilidad original de identidad y empleo de fuerzas armadas documenta suficiente para completar EN Forma yo-9, como necesario por la Inmigración y Acto de Nacionalidad, será permitido completar el proceso que emplea. Los trabajadores referidos contra esta orden deben ser informados que deben tener estos documentos en su posesión cuando llegan en el lugar de empleo. Con tal de que trabajadores completen sección 1 de forma yo-9, los trabajadores tendrán tres días hábiles para producir la documentación necesaria para completar sección 3 de forma yo-9, como proporcionado en el Acto. Los trabajadores que no proporcionan esta documentación no serán permitidos ir a trabajar en el cuarto día hábil de empleo, ni de ningún día subsiguiente hasta que la documentación sea proporcionada, como proporcionado en el Acto.

VEA ETA 790 FIJACIONES PARA DETALLES.

16. Job description and requirements / Descripción y requisitos del trabajo:

Apples & Peaches: Workers will perform various tasks involved in planting, cultivating, and harvesting fruit according to supervisor's instructions. Workers ~~May~~ Will till soil, plant stock, and do pruning activities using a variety of tools. ~~May~~ Will aid in irrigation duties. ~~May~~ Will aid in minor repair of wooden fruit containers. **SEE ETA 790 ATTACHMENTS**

Las manzanas & Melocotones: Los trabajadores realizarán varias tareas implicadas en plantar, en cultivar, y en cosechar fruta según las instrucciones de supervisor. Los trabajadores pueden hasta tierra, acciones de planta, y hacen actividades que poda que utiliza una variedad de herramientas. Puede ayudar en deberes de irrigación. Puede ayudar en la reparación secundaria de contenedores de madera de fruta. VEA ETA 790 FIJACIONES

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3

verifiable experience operating 50+HP Farm Equipment.

operar verificable de experiencia 50 + Equipo de Granja de HP

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☐ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 50 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas RANDOM/POST-HIRE
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☐ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

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

Crop Activities Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions* Deducciones	Yes/Si	No	Pay Period / Período de Pago / /
Apples Manzanas	$ 11.22	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal ☒
Peaches Melocotones	$ 11.22	$		Federal Tax / Impuestos Federales	☒	☐	
Strawberries	$ 11.22	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	☐	☒	Monthly/Mensual ☐
							Other/Otro ☐

18. More Details About the Pay / Mas Detalles Sobre el Pago:

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

En caso de que la Secretaría de Trabajo promulgue un nuevo AEWR aplicable a cualquier porción del período de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWR en esto, el empleador pagará el AEWR más alto, y mayo en la discreción del empleador paga el AEWR más bajo, empezando con la fecha de vigencia del nuevo AEWR. El empleador pagará el más alto del AEWR, prevaleciendo el sueldo, el precio a destajo, el aceptó el sueldo de negociación colectiva o el Federal o salario mínimo de Estado en aquel momento el trabajo es realizado.

19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.
This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. **SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.**

El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiares, ni debido a licencias.
VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐ *IF applicable

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si ☒ No ☐

see attached

24. 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".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

none/ninguno

25. 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 toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

none/ninguno

28. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

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

Rudy M Zingler Jr / Owner
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

R. M. Zingler
Employer's Signature / Firma y Título del Empleador

12/18/13
Date / Fecha

EAD 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 gether employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or uthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center onstitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

EA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un ro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en s órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una erta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

UBLIC BURDEN STATEMENT

he public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per sponse, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of formation unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this rden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training dministration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

ECLARACION DE CARGA PÚBLICA

a carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 inutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué sponder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de nfidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. epartment of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

12/18/2013 10:01 FAX 007/007

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el numero de la sección e incluya archivos adjuntos, si es necesario.

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer 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 the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

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

The employer 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.

The employer agrees to expeditiously notify the OHO 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 employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer 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.

The employer 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 Rudy Zingler Date: 12/18/13

Employer's Signature R. M. Zingler

esides the material terms and conditions of the employment, the employer must agree to these assurances if e job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be gned by the employer, and it must accompany the ETA Form 790.

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ATTACHMENT TO ETA 790

The term "Employer" used herein shall refer to the named employer(s) in section 1.

Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/members will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers.

1. Name and address of employer: R.M Zingler Jr Farms, 1479 Kendall Rd., Kendall NY 14476.

9. Anticipated dates of employment: 08/11/2014 until 11/15/2014.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season. Employer anticipates hiring local workers in addition to this job order being filed.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek 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.

If a worker if offered and agrees to work more than the scheduled hours Monday-Saturday, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

14. 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. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. When public accommodations (hotel or motel) are used, the workers will be provided 3 meals per day for $11.58 per day, or the current subsistence amount as posted in the Federal Register. Pursuant to the regulations at 20 CFR 655.122(d)(1)(ii), we, the employer, will provide rental and public accommodations or another substantially similar class of habitation which will meet local standards for such housing. In the absence of applicable local or State standards, DOL OSHA standards at 29 CFR 1920.142 will apply, during the period of employment that is the subject of the labor certification application, as attested to in the ETA Form 9142 – Appendix A.2.

15. All local and intrastate (in state) applicants are to apply directly to the employer, between the hours of 9:00 am – 3:00 pm (Eastern Standard Time) Monday – Thursday. Applicants MUST call the employer, Mike Zingler, at (585) 659-4019 prior to coming, to schedule an appointment. No applicants are to go to the employer's place without a scheduled interview. All applicants may apply at any local state workforce agency (SWA). SWA staff is encouraged to call The Order Holding Office (OHO) regarding questions, concerns or to initiate a referral of a qualified worker. The Applicant Holding Offices (AHO) must fully apprise the applicant of all terms and conditions of employment prior to referral. For interstate (out of state) and Intrastate applicants, apply at the local state employment agency. SWA staff should attempt to make a referral while the applicant is at the Job Service office during times disclosed above. Interviews will be conducted over the telephone for non locals to create less of a burden for applicants, once the employer has fulfilled their requirements of disclosing all terms and conditions of the job and received written confirmation of this. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of

the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements.

All interested applicants will need to complete an application, and confirm employer has complied with all local, state, and federal disclosure requirements. An in person interview is required for all local applicants.

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

16. *Job Specifications*: All workers must have at least 3 month's verifiable experience operating 50+HP Farm equipment. Experience needs to be within the last 2 years. Applicants will need to provide the employer with current contact information from at least one previous employer to confirm this.

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 produce fields for harvest activities. There will be no tobacco usage in the field or packing areas at any time. Workers must use care when performing duties listed below not to break or damage the trees. All operation must meet standards contained in the employer's contract with the buyer.

Worker must possess requisite physical strength and endurance to repeat the harvest process though out the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 16 foot in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Strawberries: Workers will help install black plastic and drip irrigation on rows in field being careful to cover all exposed edges of plastic cover with soil and be careful not to tear or punch holes in plastic. Workers ~~may~~ will be asked to utilize implements associated with the installation of the plastic row covers incidental to performing required tasks on the ground. Workers will plant strawberry plants in pre-punched holes on the plastic covered rows being careful to place the strawberry plants at the same depth in the soil as they grew in the nursery. Workers will remove weeds from around the plants and from the row middles. Workers will bend and stoop to pick strawberries according to size, color, shape and degree of maturity and place into field containers. Workers will be expected to pick fully ripe strawberries, discard any cat-faced, deformed, decayed or undersized berries according to supervisor's instructions. Also, workers must carefully remove any undesirable berries from plant that would later cause fungi to attack the plant. Workers ~~may~~ will carry full container weighing approximately six (6) lbs. and empty into field bin or load onto trailer. In some instances workers will be expected to fill a 4-quart/one gallon plastic pail carefully filling the pail to capacity. (Buckets must be full for correct measure and weight.) The pails will be carried in a 2-bucket carrier to be picked in. When full, carried to end of rows at designated truck-loading place. Then the buckets of berries will be inspected for quality and loaded for transportation to roadside market. Depending on market demand, workers ~~may~~ will also be required to pick strawberries in cups, clamshells and/or flats. Strawberries harvested specifically for sale at a roadside stand as fresh market specialty basket containers must be field graded. For berries harvested for sale at roadside stands, extra care must be used to ensure that each strawberry is undamaged and perfect. All berries must be handled carefully to prevent bruises or fingernail cuts. Pickers will take extreme care not to damage the delicate berries. Quality and workmanship is of the utmost importance. Pre-harvest activities for strawberries ~~may~~ will include weeding and transplanting. Workers ~~may~~ will be required to perform other tasks maintenance activities in the strawberry operation. When harvest is completed, the workers will assist in removing the strawberry plants from the plastic to prepare for planting the next crop. In some instances workers ~~may~~ will be required to remove the plastic and drip irrigation tape from the row and load on trucks for removal from field.

Apples and Peaches: Workers will perform various tasks involved in planting, cultivating, and harvesting fruit according to supervisor's instructions. Workers ~~may~~ will till soil, plant stock, and do pruning activities using a variety of tools. ~~May~~ will aid in irrigation duties. ~~May~~ will aid in minor repair of wooden fruit containers. Workers will harvest fruit according to color, size and degree of maturity as specified by supervisor and place into 3/4-bushel baskets taking the extra time, care and effort not to bruise or scar the fruit.

The following description of job activities applies to apples and peaches.

Harvest: Workers will be assigned a row usually with a partner and is responsible for picking all the proper fruit from that row, or half row. Fruit is selected from the tree according to size and/or color standard set by the picking supervisor. In some instances, fruit harvest will be done from a 8 or 16 foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit is placed gently in the picking container until container is full. The full picking container weighing up to 50 lbs. is then gently emptied into a field bin, taking care not to spill or bruise the fruit in the container or in the field bin. Field bin volume may be checked and determined by weight on state certified scales. Workers are required to stay on their assigned row unless directed by a supervisor to change, or to help someone sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designated supervisor. **All Fruit must be free of Bruise, sticks, leaves and other foreign matter.**

Pruning: While pruning trees, workers will receive proper tools for the particular job, i.e., saw, pruners, 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 of trees and must prune each tree according to the predetermined standard. In some instances, pruning will be done from a 8 or 16 foot ladder weighing up to 30 lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Workers must remove all resulting materials from the trees rendered from performing pruning tasks. When pruning is complete on each tree, each worker is required to rake and scatter the resulting brush in the center of the tractor/equipment middles. Workers will be required to pick up and return pruning ladders to the ladder wagon provided by the grower at the end of each work day or as directed by the grower or designated supervisor.

Orchard Maintenance: Workers involved in orchard maintenance ~~may~~ will be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, remove vines, lay irrigation pipe, repair and maintain irrigation system, and strap and tie fruit trees. Employer will provide all equipment. 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.

Packing Operation: Workers will perform various activities associated with packing produce harvested in the orchards. Workers ~~may~~ will be required to grade, fill, level, make boxes, and stack produce. Workers ~~may~~ will perform support jobs that include bin and pallet repair and after hours clean up.

Farm Equipment Operation: During the growing seasons, workers ~~may~~ will be required to operate various pieces of farm equipment, incidental to their crop. These could include tractors, forklifts, and trucks. Before any worker is required to operate a equipment, the worker will be instructed in the proper and safe operation. Workers will be required to operate assigned equipment according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

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.

Job specifications can change frequently 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 by the supervisor for each days work.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork 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 below 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~~ will be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. 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.

Work specifications, 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 days work.

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

Full Growing Season Commitment: The job offered requires that the worker be available for work seven hours per day Monday through Friday and five hours on Saturday every day that work is available for the full period of employment, even though work may be slack for brief periods at any point during the season. The worker agrees to be available for work and perform the assigned work for the employer whenever work is available through the full period of employment. Work available is defined as, no work required on the worker Sabbath or federal holidays, but work is required seven hours per day Monday-Friday, and five hours on Saturday.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment 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.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manager 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. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Employers will provide tools and equipment (pruning shears, hoes, etc.) at no cost for workers to perform the above tasks. Non-mechanical tools and equipment may include ladders, shovels, hoes, tampers, pruning hooks, shears or handsaws.

When beginning a crop activity for the first time, the employer will provide instructions and/or training in the proper way to perform the crop activity. Thereafter the worker will be expected to perform the task with diligence as instructed. By the beginning of the second working day (7 hours of work completed), workers in all activities will be expected to keep up with fellow workers, not to adversely affect the productivity of the others workers, and to perform the work in a manner specified by the employer and described herein. After the one-day (7 hour) training and acclimation period, workers who fail to meet this standard and/or who fail to perform the work in the manner specified may be terminated.

17. *Wages 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.

All work will be paid at the AEWR of ~~$10.91~~ 11.22 per hour. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

The farm owner/supervisor or a designated employee will provide specific instructions and close supervision. Workers will be expected to perform their duties in a timely and proficient manner and will have close supervision to insure adherence to instruction. Work will be closely monitored and reviewed for quality.

18. *More details about the pay*: The employer reserves the right, at the employer's sole discretion, to temporarily raise the above listed piece rates due to crop conditions. In the tasks where there is no prevailing practice to pay a piece rate the employer, at his sole discretion, may opt to pay per hour to ensure a good quality product. At no time will the workers be paid less than the highest available wage.

A. The employer will make the following deductions from the Worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa unless discovered it is required or if the worker requests withholdings.

EM 1/12/14 Workers will be charged for the following: 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 charges expressly authorized by the Worker in writing.

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 the Employer offers him the opportunity to work, 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 a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the $3/4^{th}$ guarantee.

D. Workers will be paid weekly.

E. Employer will provide a worker referred through the SWA Interstate 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 $11.22 per hour for the first week, starting with the original anticipated date of need. 40 hrs x $11.22= $448.80 Gross (before taxes). 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 labor and maintenance activities including, cleaning and maintaining migrant housing, 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; the worker's net pay; the units produced daily, if piece rate are used; the beginning and ending dates of the pay period; the employer's name, address and IRS identification number. Employer will abide by regulations as stated at 20 CFR 655.122(j)(k).

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

The following paragraphs related to inbound and outbound transportation pertain only to workers who are not within commuting distance and cannot return to their place of residence the same day and are, therefore, eligible for the benefit. After a worker has completed 50% of the work contract employer will reimburse travel as stated below.

The Employer will offer transportation to and from the daily work site to workers living in employers' housing at no cost to workers. The use of this daily transportation is voluntary; no worker is required as a condition of employment to utilize the daily transportation offered by the employer to get to the worksite. Employees are always free to make arrangements to get to and from the designated work site any way they choose at their own expense. For those employees who voluntarily choose to utilize the free employer provided transportation, the vehicles will depart from a predestinated time and place each day. Time spent in travel to and from the daily worksite is not compensable under the Portal-to-Portal Act found at 29 CFR 785.50 and US DOL regulations.

All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntarily chose not to reside in the employer provided housing; the employer will pay the worker for the initial reasonable costs incurred for inbound transportation and subsistence from the place from which the work has come to work for the employer, whether in the U.S. or abroad to the place of employment. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

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 employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be $11.58 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. 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, 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 16C 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. Workers are free to choose their own means of transportation at their own expense.

In accordance with Departmental regulations 20 CFR 655.122 (o), if, before the expiration date specified in the work contract, the services of the worker are not longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer will (1) return the worker at the employer's expense to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers; (2) pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment; (3) reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence by check. In those circumstances, the grower will distribute the checks as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the growers/association for any damages, injuries, and personal or property losses.

Other Conditions of Employment:
A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the H-2A Central 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 c) fails after completing the training period to perform the work, 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; five 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) falsifying identification, personnel, medical, production or other work related records h) fails or refuses to take random drug test for all employees i) commits acts of insubordination. Reason beyond employer's control" includes termination of workers, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule j) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

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, and relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee. 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 assures that there will be no lapse in coverage for workers compensation. The employers workers compensation will be provided throughout the entire length of the contract period 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.

G. Training: There will be a short demonstration period (up to 1 hour) starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, the proper color of produce, or particular grading specifications. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period, the employer will expect all workers possess the skills to work in the production of the crops noted in the application. For purposes of this section seven 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 time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.

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 655.135 and Assurances of 20 CFR 653.501.

K. The employer as a part of positive recruitment as per 20 CFR 655.154 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.

L. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

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

N. For workers covered by MSPA 29 CFR 500.075(8) 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.

O. SUBSTANCE ABUSE POLICY: This 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 subject to random drug testing, all at employers' expense. Random drug testing may take effect anytime once employment has begun. Failure to comply with the request or testing positive will result in immediate termination.

P. Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

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

#2

Addendum - R M Zingler Jr. Farms

Employers		Total Workers Employed	Starting Date Ending Date	Housing Type	Housing Location County	Total Capacity	Total H2A Wrkrs
Rudy "Mike" Zingler **R M Zingler Jr. Farms** 1479 Kendall Rd Kendall, NY, 14476 (585) 659-4019 Apples, Peaches, Strawberries	(7026)	60	8/11/14 11/15/14	3 Wood Frames	Orleans/Monroe	65	47

Total Workers Employed	**60**
Total Housing Capacity	**65**
Total H2A Workers Requested	**47**
Total Employers	**1**

Housing Types: AP - Apartment, BL - Block, HO - Hotel/Motel, ME - Metal, MH - Mobile Home, SH - Shared, WF - Wood Frame

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, would 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 strictly 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 are defined as: Three unexcused absences in a 30-day period. Five consecutive days of unexcused absences is considered abandonment of their position. 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 who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, 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 have guests on housing premises so long as there is no behavior hurtful to others. 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 AM 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.

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REGLAS DE TRABAJO

Las reglas de trabajo siguientes son queridas para proporcionar la dirección a trabajadores en los estándares de conducta e interpretación esperada de ellos por el Patrón. La violación de estas reglas u otras exigencias de patrón relacionadas con el trabajo legales, incluso estas reglas de trabajo, será considerada tierras para disciplina o descarga inmediata. Las penas para infracciones pueden incluir la suspensión del trabajo sin la paga para el resto del día, o durante hasta tres días, en el único juicio del Patrón, según la seriedad de la infracción, el registro previo del trabajador, y otros factores relevantes. Las infracciones repetidas, serias, o agravadas pueden causar la descarga inmediata. Se espera que trabajadores cumplan con todas las reglas acerca de disciplina, asistencia, calidad de trabajo y cantidad, y el mantenimiento de toda la propiedad.

1. **Los trabajadores deben realizar su trabajo adjudicado en una manera cuidadosa, parecida a un trabajador de acuerdo con la provisión del contrato de trabajo. El trabajo descuidado no será tolerado.**

2. El uso o la posesión de bebidas alcohólicas o medicinas ilegales son estrictamente prohibidos durante el tiempo de trabajo o durante cualquier día laborable antes de que el trabajo sea completado para el día (como durante comidas); los trabajadores pueden no hacer un informe para el trabajo bajo la influencia de bebidas alcohólicas o medicinas ilegales. Las medicinas ilegales no pueden ser usadas o siguieron cualquier local de patrón, incluso el alojamiento en cualquier momento. El uso o la posesión de medicinas ilegales, fallando o rechazando tomar una prueba de medicina serán**la CAUSA PARA LA TERMINACIÓN INMEDIATA.**

3. Las ausencias y/o el retraso excesivos no serán permitidos. Los empleados son esperados ser presente, a la hora, capaz y dispuesto a realizar el trabajo asignado cada día laborable planificado. Esto no es esporádico ni el "trabajo de día". Las ausencias excesivas son definidas como: Tres unexcused ausencias en un período de 30 días. Cinco días consecutivos de unexcused ausencias son consideradas el abandono de su posición. La infracción será CAUSA PARA la TERMINACION INMEDIATA. Los trabajadores deben reportear en tiempo asignados y colocan cada día laborable como dirigido por el cultivador o el supervisor. Los TRABAJADORES SERAN DESCARGADOS PARA el RETRASO de EXCESIVO. El retraso excesivo es definido como 2 unexcused atrasado en una fila o 5 unexcused atrasado en un período de treinta días..

4. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia, teniendo en cuenta el desgaste razonable. Los trabajadores cooperarán con otros trabajadores adjudicados a tal alojamiento en el mantenimiento de cocina común y áreas vivas en buenas condiciones. Se requerirá que trabajadores guarden el área exterior que rodea el campo limpio y libre de escombros. Los trabajadores relatarán puntualmente cualquier problema con el alojamiento al patrón o supervisor designado.

5. Los trabajadores que viven en el alojamiento del patrón adjudicado a literas pueden no separar literas, cuando el espacio en cuartos durmientes es necesario por todos los inquilinos.

6. Los trabajadores que viven en el alojamiento del patrón pueden no cocinarse en cuartos durmientes o ninguna otra no cocina. Los trabajadores están prohibidos de quitar baterías de detectores de humo por cualquier razón.**La VIOLACIÓN SERÁ LA CAUSA PARA LA TERMINACIÓN INMEDIATA**.

7. Los trabajadores no deben dejar caer papel, latas, botellas y otra basura en campos, embalando la casa, o en el alojamiento del local. La basura y los receptáculos de desecho deben ser usados.

8. Los trabajadores pueden no tomar rupturas no autorizadas del trabajo.

9. Los trabajadores pueden no dejar el campo u otra área de trabajo adjudicada sin el permiso de agricultor o persona responsable.

10. Los trabajadores pueden no entrar en el local del patrón sin la autorización.

11. Los trabajadores pueden no comenzar el trabajo antes del tiempo inicial previsto o seguir trabajando después del tiempo parador a menos que no autorizado por el patrón.

12. Los trabajadores que viven en el alojamiento del patrón pueden tener a invitados en el alojamiento del local mientras que no hay ningún comportamiento hiriente a otros. Ningunas personas, además de trabajadores adjudicados por el patrón a un cuarto, pueden dormir en cualquier cuarto.

13. Los trabajadores pueden no restringir deliberadamente la producción.

14. Cualquier trabajador que verbalmente o físicamente amenaza a otro trabajador, el agricultor o cualquier supervisor con cualquier instrumento o armaESTARÁ SUJETO LA DESCARGA INMEDIATA tO.

15. **LOS TRABAJADORES SERÁN DESCARGADOS para luchar en el local del patrón, incluso el alojamiento del local, en cualquier momento.**

16. Los trabajadores pueden no fijar o quitar ningún aviso, signos, u otras instrucciones de tablones de anuncios del patrón o propiedad del patrón sin autoridades específicas del patrón.

17. **LOS TRABAJADORES SERÁN DESCARGADOS si ellos roban de compañeros de trabajo o del patrón.**

18. Los trabajadores pueden no falsificar identificación, personal, médico, producción u otros archivos relacionados con el trabajo. **Los INFRACTORES ESTARÁN SUJETOS LA DESCARGA INMEDIATA tO.**

19. Los trabajadores pueden no abusar voluntariosamente o destruir ninguna maquinaria, camión u otro vehículo, equipo, instrumentos u otra propiedad que pertenece al patrón o a otros empleados. **LOS INFRACTORES ESTARÁN SUJETOS LA DESCARGA de to INMEDIATAMENTE**.

20. Los trabajadores pueden no usar o hacer funcionar camiones u otros vehículos, máquinas, instrumentos u otro equipo y propiedad a la cual el trabajador no ha sido expresamente adjudicado por su supervisor. Los trabajadores pueden no usar o hacer funcionar camiones u otros vehículos, instrumentos u otro equipo o propiedad para su uso privado a menos que expresamente no autorizado por el patrón.

21. Los trabajadores pueden no emplear mal o quitar del local de granja sin la autorización de su supervisor ninguna propiedad de patrón como camiones y otros vehículos, camas, refrigeradores, instrumentos, etc.**los INFRACTORES ESTARÁN SUJETOS LA DESCARGA de tO INMEDIATAMENTE**

22. Los trabajadores deben obedecer todas las reglas de seguridad y prácticas de seguridad comunes y deben relatar cualquier herida o accidentes a su supervisor o el patrón **tan pronto como es razonablemente posible. EI COMPORTAMIENTO DE TRABAJO INSEGURO PUEDE SUJETAR AL INFRACTOR PARA DESCARGAR.**

23. Los trabajadores deben seguir las instrucciones del supervisor.

24. Los trabajadores pueden no cometer actos de la insubordinación - fracaso de considerar autoridades.

25. Después del período de adiestramiento, esperan a trabajadores a tropas las habilidades necesarias de realizar el trabajo descrito en el contrato de trabajo y al estándar puesto por el patrón.

26. Los trabajadores pueden no interrumpir otros trabajadores descansan/duermen el período por ruido excesivo o escándalo. Los trabajadores no deben tocar la música fuerte después 9:00 de la tarde durante noches de trabajo o después 12:00 de la manana el sábado por la noche.

27. Los trabajadores no engranarán a sabiendas en ningún tipo del comportamiento o tomarán cualquier acción que podría hacer que el cultivador fuera fuera de la conformidad con cualquier ley local, estatal, o federal.