

JUN 10 2010

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

U.S. Department of Labor
Employment and Training Administration
 OMB. Approval No. 1205-0134, Expires 11/30/2012

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| <p>1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number)/ Nombre y Dirección del Empleador (Numero, calle, ciudad, código postal y teléfono)</p> <p>Kalir Enterprises Inc. 166 Gary Dr Brockport NY 14420 (585) 747-4300</p> <p style="text-align: right; font-size: small;">c/o ILMC 234 Cameron Ave/PO Box 630 Vass, NC 28394 910-245-4808</p> | Numbers 4, 5, 6, 7 and 8 for State use only. | |
| <p>2. Location and Direction to Work Site/Dirección del lugar de trabajo</p> <p>7673 ridge Rd W. Brockport NY (Monroe Co) Eagle Harbor Rd., Knowlesville Rd., & Mill Rd Albion (Orleans) all work sites are owned or controlled by employer</p> <p>(If additional space is needed, use separate sheet of paper)</p> | <p>4. Industry Code/Código de Industria</p> <p style="font-size: large;">111331</p> | <p>5. Job Order #/No. Orden de Empleo</p> <p style="font-size: large;">N.Y. 0945-352</p> |
| <p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Total Capacity: 40 Woodframe: 210 West Ave., Alion NY Capacity: 12 MH: 13079 Eagle Harbor Knowlesville NY Capacity: 12 MH: 13111 Eagle Harbor, Knowlesville NY Capacity: 16</p> <p>(If additional space is needed, use separate sheet of paper). / Si necesita más espacio, utilice documento adicional.)</p> | <p>6. Occupational Title and Code / Título Ocupacional y Código</p> <p style="font-size: large;">Farmworkers Laborers 45-209202</p> <p>7. Clearance Order Issue Date / Fecha de Tramite</p> <p style="color: red; font-weight: bold; font-size: large;">JUN 15 2010</p> <p>8. Job Order Expiration Date / Fecha de vencimiento</p> <p style="font-size: large;">10/02/2010</p> | |
| <p>9. Anticipated Period of Employment / Periodo Anticipado de Empleo</p> <p>From/ Desde: To/Hasta: 08/09/2010 - 11/25/2010</p> <p>10. No. of Worker's Requested / No. de Trabajadores Pedidos</p> <p style="text-align: center; font-size: large;">34</p> <p>11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 40</p> <p>Sunday / Domingo 0 Monday / Lunes 7 Tuesday / Martes 7 Wednesday / Miércoles 7 Thursday / Jueves 7 Friday / Viernes 7 Saturday / Sábado 5</p> <p>12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de:</p> <p>Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office / La Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> | | |

13. Board Arrangements / Arreglo de Alojamiento Housing is provided at no cost to workers who are not reasonably able to return...SEE ETA 790 ATTACHMENTS FOR FULL ARRANGEMENTS

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
 Applicants may apply at any State Workforce Agency (SWA) office or by contacting employer, in accordance with the referral instructions...SEE ETA 790 ATTACHMENTS FOR FULL INSTRUCTIONS.

15. Job Specifications / Descripción del Trabajo
Workers will perform various duties all associated with growing apples.
SEE ETA 790 ATTACHMENTS FOR FULL DESCRIPTION
 (If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

| 16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas) | | | | | | | |
|---|------------------|-----------------------------|-------------------------------|---------------------------------|----------|----|------------------------------|
| Crop Activities / Cultivos | Hourly Wage | Piece Rate / Unit(s) | Special Pay (bonus, etc.) | Deductions / | YES / SI | NO | Pay Period / Periodo de Pago |
| | Salario por Hora | Pago por Pieza / Unidad(es) | Pagos Especiales (Bono, etc.) | Deducciones | | | |
| Apples | \$ 10.16 | \$ (see attachments) | | Social Security / Seguro Social | *X | | Weekly / Semanal XX |
| | \$ | \$ | | Federal Tax Impuestos Federales | *X | | |
| | \$ | \$ | | State Tax Impuestos Estatales | **X | | Bi-weekly / cada 2 semanas |
| | \$ | \$ | | Meals / Comidas | | X | |
| | \$ | \$ | | Other (specify)/ Otro | X | | Other / Otro |

More Details About the Pay / Mas Detalles Sobre el Pago
 Employer will deduct all applicable taxes and items worker has voluntarily purchased. SEE ETA 790 ATTACHMENTS FOR MORE COMPLETE WAGE DETAILS
 (If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

17. Transportation Arrangements / Arreglos de Transportación
 Employer will not advance transportation and subsistence costs to workers. This paragraph applies only to workers whom the employer is legally obligated to supply housing. After worker has completed 50% of the work contract period, employer shall reimburse worker the reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon completion of the work agreement, employer will pay the 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. In such case employer will pay cost of transportation and subsistence to the next job.
 SEE ETA 790 ATTACHMENTS FOR MORE COMPLETE TRANSPORTATION ARRANGEMENTS.

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice documento adicional.)

18. 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 área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en estos tipos de cosecha(s)? Yes / Si No

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

19. Unemployment insurance provided? Seguro de Desempleo? Yes * No *excludes
20. Workers' compensation insurance provided? Indemnización por accidente de trabajo: Yes No H-2A
21. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes No workers

22. 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

23. 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 las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")
 None

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| <p>24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radica la Oferta (incluya número de teléfono) New York State Department of Labor One Stop Office Nearest to You</p> | <p>25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono) NY State Dept of Labor/One Stop Office nearest to you</p> |
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26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
 Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo, y contiene todos los materiales, términos, y condiciones ofrecidos.

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

Oded K. et al.

V. P.

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 truthfulness 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.

Public Burden Statement

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents' obligation to reply to these requirements is obligatory by 20 CFR 653.500 and 44 U.S.C. 3501. Persons are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this collection is estimated to average 8 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

ETA 790 (Rev. July 2009)

ATTACHMENT TO ETA 790

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: Kalir Enterprises Inc. 166 Gary Dr, Brockport NY 14420.

9. Anticipated dates of employment: 8/9/2010 until 11/25/2010.

10. 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.

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.

13. 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. 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. 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. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

14. All applicants may apply at any local NY State One-Stop, or on-line. All local and intrastate (in state) applicants may apply directly to employer, by calling Oded Kalir at (585) 747-4300, between the hours of 9:00 am – 3:00 pm (Eastern Standard Time) Monday – Thursday and 9:00 am – 11:00 am on Fridays. For interstate (out of state) state employment service agency staff is encouraged to call to make a referral while the applicant is at the Job Service office. Interviews will be conducted quickly over the telephone to create less of a burden on the applicant. 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 of the terms, conditions and nature of employment. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements and enable local staff to conduct the telephone interview quickly.

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 these 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 required 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."

15. Job Specification:

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 or the packing facility for packing operations. 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.

The following description of job activities applies to apples.

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 14 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 taken to transport vehicles and 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 designed supervisor.

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 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 14 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.

Thinning: While thinning trees, workers will be instructed as to how close together fruit should be spaced and what fruit is most desirable to leave or take. The supervisor will set a standard or pattern for each orchard and will demonstrate and communicate this to workers. In some instances, thinning will be done from a 14-foot ladder weighing up to 30lbs. All workers must be able to lift and carry ladder, as well as work from the top of the ladder. Rows will be assigned to each worker and it is the responsibility of the worker to complete the trees on the row according to the supervisor's instructions. Limbs must not be torn from the tree, nor should limbs be completely stripped of leaves, blooms or fruit. Proper spacing and selection of fruit is critical to maximizing the trees' potential yield. Thinner will thin fruit using hands and/or plastic bat to knock off excess fruit taking care to walk around entire tree before moving to the next. Workers will be required to pick up and return thinning 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 be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, weed, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, remove vines, lay irrigation pipe, repair and maintain drip 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.

Tractor Operation During Field Operations: During picking, pruning, thinning, limb hauling, root hauling, hand fertilizer application, chemical application, and harvesting 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 attach farm implements. Workers will drive tractors to apply herbicides, fungicides, and pesticides to control diseases, growth and insects. 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.

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 below 35 degrees F to eighty (80)+ degrees. Workers will work on their feet in bent, stooped, and crouched positions for long periods of time. Workers will make fast, simple, repeated movements of fingers, hands, and wrists. Workers must be able to bend, stretch, twist, or reach out with the body, arms, and/or legs. Workers will lift weights ranging up to 50 lbs frequently on a daily bases. 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 operation of the listed employers, such as performing hand cultivation tasks, weeding or hoeing, harvesting crops, 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.

Work and/or harvest 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 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. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though 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. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Tools and Equipment: The employer will furnish, without charge, all tools, supplies, and equipment required in the performance of the specified work.

16. 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.

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 under close supervision.

| <u>Fruit Harvest Type</u> | <u>Piece Rate/ Unit</u> | <u>Est. Hourly Earnings</u> |
|----------------------------|-------------------------|-----------------------------|
| Apples: Fresh Mkt-Dwarf | \$0.85 per 1 Bu Bucket | \$10.16 |
| Apples: Fresh Mkt Standard | \$0.76 per 1 Bu Bucket | \$10.16 |
| Apples: Processing | \$0.60 per 1 Bu Bucket | \$10.16 |
| Apples: Drops | \$0.50 per 1 Bu Bucket | \$10.16 |

All Fruit must be free of Bruise, sticks, leaves and other foreign matter.

All work not listed above will be paid at the AEWB of \$10.16 per hour. The highest of the AEWB, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage will become the guarantee in the event DOL promulgates a new AEWB during the recruitment or work contract period. 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, and Federal Income tax as required by law. 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, and any other charges 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 statutory minimum wage. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa.

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 lawful job-related reason.

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 \$10.16 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 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 employer's name, address and IRS identification number.

17. 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, employer 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, employer 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 and subsistence 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 employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$10.64 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.173(a) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Workers with receipts travel reimbursement will be capped at \$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, 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 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.

19. All workers referred though the Interstate Clearance System for employment under this agreement will be covered by unemployment insurance. Whether such employment constitutes covered employment for benefit eligibility purposes will be determined by unemployment insurance regulations in effect at the time a claim is filed.

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; five consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify employer 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 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 Chicago Processing Center 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 (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. 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 to possess the skills to work in the production of the crops noted in Item II. 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 work commences.
- I). Employer agrees to abide by the Assurances and obligations of 20 CFR 653.135.
- J). The employer as a part of positive recruitment as per 20 CFR 655.122(h)(2) 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.
- K) 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). For workers covered by 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.
- N). 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 also be requested to take random drug tests at no cost to the worker. Failure to comply with the request or testing positive will result in immediate termination. All drug testing will occur after the worker begins his or her employment and is not a part of the interview process. Failing or refusing a drug test will result in immediate termination.
- O.) Grievance and Arbitration Procedure: Employer participates in grievance and arbitration.

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