NOV 19 2010

U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: November 30, 2012

Agricultural and Food Processing Clearance Order ETA Form 790
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/ Nombre y Dirección del Empleador (Numero, Calle, Ciudad, Estado y Código Postal)
intergrow greenhouses inc
2428 oak orchard rd Albion NY 14411
Telephone number/Teléfono: 585-682-0052 Fax: 585-682-0195

2. Location and Direction to Work Site/Dirección del Lugar de Trabajo
2428 oak orchard rd Albion NY 14411.
located on route 98, 1 mile north of route 104.

(If additional space is needed, use separate sheet of paper)

3. Location and Description of Housing / Dirección y Descripción de la Vivienda
camp 1: 1293 oak orchard rd, single story wood frame construction with individual cooking facilities in each unit with common restrooms and showers. capacity 20

camp 2: 205 west state street Albion NY 14411, two story 6 unit apartment house. capacity 17

If additional space is needed, use separate sheet of paper / Si necesita más espacio, utilice otra hoja de papel

Numbers 4-8 for State use only

4. Industry Code/Código de Industria 11141
5. Job Order No./Num. de Orden de Empleo NY.0962620
6. Occupational Title and Code /Titulo Ocupacional y Código Farmworker Laborers 45209202
7. Clearance Order Issue Date / Fecha de Tramite NOV 23 2010
8. Job Order Expiration Date / Fecha de vencimiento 6/22/11
9. Anticipated Period of Employment / Periodo Anticipado de Empleo
From/ Desde: 11/20/2011 To/Hasta: 11/20/2011
10. No. of Worker's Requested / No. de Trabajadores Pedidos 30
11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: 45
Sunday / Domingo 0 Monday / Lunes 8
Tuesday / Martes 8 Wednesday / Miércoles 8
Thursday / Jueves 8 Friday / Viernes 8
Saturday / Sábado 5
12. Collect Calls Accepted from/Se Aceptan Llamadas a Cobrar de:
Employer / El Empleador Yes ☐ No ☒
Local Office / La Oficina Local Yes ☐ No ☒

13. Board Arrangements / Arreglo de Alojamiento workers purchase and prepare their own meals in employer provided housing.

14. Referral Instructions / Instrucciones para el Referimiento de Candidatos
call employer for appointment. complete job order available on NYS-DOL website or at One-Stop or DOL office. See attachment.

15. Job Specifications / Descripción del Trabajo picking clustertomatoes and cutting leafs, see attachment for detailed 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 / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	Yes/Sí	No	Pay Period / Período de Pago
pick tomatoes	$ 10.16	$ 0.15/11lbs box	na	Social Security / Seguro Social	☒	☐	Weekly / Semanal
cut leafs	$ 10.16	$ 0.015/plant	na	Federal Tax Impuestos Federales	☒	☐	☒
	$	$		State Tax Impuestos Estatales	☒	☐	Bi-weekly / Quincenal
	$	$		Meals / Comidas	☐	☒	☐
	$	$		Other (specify)/ Otro	☐	☒	Other / Otro ☐

More Details About the Pay / Mas Detalles Sobre el Pago

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice otra hoja de papel)

17. Transportation Arrangements / Arreglos de Transportación

all transportation is arranged by Florida East Coast Travel and the employer at no cost to the workers.

(If additional space is needed, use separate sheet of paper. / Si necesita más espacio, utilice otra hoja de papel)

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 quo le paga al Contratista Agrícola por cada actividad?

19. Unemployment Insurance provided? Seguro de Desempleo? Yes ☒ No ☐
20. Workers' compensation insurance provided? Indemnización por accidence de trabajo: Yes ☒ No ☐
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 ☐

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")

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

24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radico la Oferta (incluya numero de teléfono)

Any One-Stop or DOL office
585-589-5335

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

Any One-Stop or DOL office

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 Titulo del Empleador — President

Date: Nov 22, 2010

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

The 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 response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. 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 Form 790 (Revised May, 2010)
Previous versions not usable

Reset Form | Print Form

Intergrow Greenhouses, Inc.

Attachments to ETA 790 – Agricultural and Food Processing Clearance Order

Horticultural Worker I

The employer agrees to abide by the assurances required at 20 C.F.R. Part 655 Subpart B, including the regulations at 20 C.F>R. & 655.103 and 20 C.F.R. & 653.01. This Clearance Order describes the actual terms and conditions of the employment being offered by Intergrow Greenhouses, Inc. and contains all the material terms and conditions of employment.

Item 2. Location and Directions to Work Site.

The worksite is located on Route 98, 1 mile north of route 104, on the left hand side.

Item 3. Location and Description of Housing.

Housing will be provided at no cost to workers who are not reasonable able to return to their place of residence the same day. Housing is provided for workers only. No housing is available for non-workers. Workers recruited under this Clearance Order from within normal commuting distance will not be provided housing. All dwellings are fully furnished and have adequate kitchen facilities for workers to prepare their own meals, and laundry facilities.

Rental apartments are provided.

Mail intended for workers should be addressed to the worker as follow: (name of worker, c/o Intergrow Greenhouses, Inc., 2428 Oak Orchard Road, Albion, NY 14411)

In case of an emergency only, workers occupying this housing can be contacted by calling 585-682-0052.

Workers eligible for employer-provided housing who elect not to occupy employer-provided housing must make such election in writing.

The following paragraphs describing the terms and conditions for provision and occupancy of housing apply only to workers who are provided housing:

Workers will be assigned housing accommodations by the employer. Workers specific housing assignment may be changed during the season. Workers occupying employer-provided housing must occupy the specific quarters (room or unit) assigned to them. Workers may not switch housing quarters with other workers without the express permission of the worker's supervisor. No person not authorized by the employer may occupy employer-provided housing.

Male and female workers will be assigned to units shared only with workers of the same gender.

No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment with the employer.

No charge will be made to the worker for employer-provided housing or utilities. Housing will include bedding.

Housing will be clean and in compliance with applicable local public accommodation housing standards at the time it is made available for occupancy. Workers occupying the housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and in compliance with the employer's "Housing Rules and Regulations". Failure to comply with these rules will result in disciplinary action.

Item 10. Number of Workers Requested

The employer's workforce need for the employment covered by this Clearance Order is for 45 workers. The employer expects to fill at least 15 of these positions with local workers who commute daily from their usual place of residence and will not be entitled to employer-provided housing. Therefore the employer is applying for 30 workers through this Clearance Order.

Item 11. Anticipated Hours of Work Per Week.

The anticipated work week is 45 hours, consisting of 8 hours per day, Monday through Friday, 7AM to 3:30PM with a ½ hour unpaid lunch break and 5 hours on Saturday 7AM to 12PM. The work day may begin earlier or later on any given day. Workers will be instructed the previous day of any anticipated change in the starting time. Workers may receive less work, or be requested to work more hours of any given day, depending upon crop or weather conditions and/or market demand.

This is regular, full-time work requiring that the worker be available for work on a daily basis when work is available. This is not "day work". Excessive tardiness and/or absences will not be tolerated, and will result in disciplinary action.

The employer will provide United States workers referred through this Clearance Order with 45 hours of work for the week beginning with the anticipated date of employment set forth in Item 5, unless the employer amends the date of need in accordance with 20 C.F.R. & 653.501 (d)(2)(v). The employer may require the worker to perform alternative work if this guarantee is invoked. Alternative work will include any available general farm work, including maintenance and minor repairs to fields, roads, ditches, fences, buildings or equipment.

The employer guarantees to offer workers employed under this Clearance Order with employment for at least three-quarters of the workdays of the total period of employment set forth in Item 5, and all extensions thereof, beginning with the first workday the worker is ready, willing able and eligible to work, and ending on the expiration date set forth in Item 5 or any extension thereof. For the purposes of this guarantee, the workday means the number of hours set forth in Item 8 (8hours per work day), and shall exclude the worker's Sabbath and Federal holidays. The worker may, however, be offered more hours of work than set forth in Item 8 and may be offered work on Federal Holidays.

If the employer fails to provide the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked the guaranteed number of workdays. In determining whether the period of guaranteed employment has been met, the employer will count all hours of work actually performed (including hours over 8 Monday through Friday voluntarily worked and hours voluntarily worked on work during normal working hours, up to a maximum of the number of hours each day set forth in Item 8.

If the worker voluntarily abandons employment before the end of the contract period set forth in Item 6 or is terminated for cause, the worker is not entitled to the guarantee set forth above.

If, before the ending date of the period of employment set forth in Item 6, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, hurricane, adverse crop conditions or other Act of God which makes fulfillment of the anticipated period of employment impossible, the employer may terminate the worker's employment. In the event of such termination, the employer will fulfill the above guarantee for the period that had elapsed from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work, until the date employment is terminated. In such cases, the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not affected, the employer will offer to return the worker, at the employer's expense, to the place from which the worker, disregarding intervening employment came to work for the employer.

Item 12. Collect Telephone Calls.

Collect calls will be accepted only from officials of New York State Department of Labor offices.

Item 13. Board Arrangements.

The employer will offer transportation at no cost to workers from outside normal commuting distance at least once a each week to nearby stores so that workers may

purchase provisions. Workers may prepare their meals in the full kitchen provided at the housing described in Item 3.

Daily transportation will be offered from the housing to the worksite for workers who are occupying the Employer provided housing.

Item 14. Referral Instruction.

All interested applicants should thoroughly familiarize themselves with the job specifications and terms and conditions of employment. Only applicants who (1) meet all the qualification of this Clearance Order, (2) are able, willing and qualified to perform the work, (3) will be available at the time and place needed and for the full duration of the period of employment (4) are authorized to be employed in the United States, (5) posses valid documentation of identity and employment eligibility sufficient to fill out Form I-9 within 3 business days of the date employment begins, and (6) posses a valid Social Security account number, should apply.

Applicants who meet the above criteria may be referred to or should apply to Intergrow Greenhouses, Inc., 2428 Oak Orchard Road, Albion, NY 14411 (phone 585-682-0052). Contact Diane Biemans Monday thru Friday between the hours of 7 am and 3 pm. If Job Service office will be referring several applicants at the same time, it is requested that, if possible, the employer be advised in advance so that sufficient time may be scheduled for the interviews.

The employer will make a conditional hiring commitment to qualified applicants at the conclusion of the interview. The hiring commitment is conditional on the applicant's meeting the documentation requirements set forth below. As a part of the hiring commitment, the applicant will be told the date and place to report to work. The date and/or location may be subject to change after the hiring commitment is made. If a change in the date or location is necessary, it will be communicated to the applicant at the address and/or telephone number provided by the applicant. If the applicant does not have an address or telephone number where the applicant can be contacted, the employer will communicate the information to the referring local office. The applicant should be advised to stay in touch with the local office.

In order to comply with the requirements that a valid name and Social Security number be reported for all United States workers, all hiring commitments are made on the condition that the applicant posses a valid Social Security Number. Not later than the day the worker reports for work, the worker must provide the employer with the worker's valid Social Security number.

All hiring commitments are made on the condition that the applicant have in his or her possession at the time the applicant reports for work original documentation of identity and employment authorization sufficient to fill out Form I-9 as required by the Immigration Reform and Control Act. This documentation will be examined by the

employer as a condition for completing the hiring process. Referring local offices should fully apprise applicants of this requirement and how to fulfill it.

Item 15. Job Specifications.

Workers will harvest greenhouse cluster tomatoes. Cut the clusters of the plant without leaving any stubs and placing them carefully in a box. Disinfecting clippers before cutting each cluster. Pick up any tomatoes that have fallen on the ground.
Workers will cut 3 leafs of each greenhouse tomato plant without leaving any stubs and place them on the ground, disinfecting knife before each plant. Cut out dead plants as instructed, pick up tomatoes that have fallen on the ground and take all other corrective actions as instructed.

This work may entail exposure to plant pollens, insects and noxious plants which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the greenhouse.

Daily individual and/or crew work assignments will be made by and at the sole discretion of the employer as the needs of the farming operation dictates. Workers must perform the assigned work and may not switch work assignments without the specific authorization of the supervisor. Workers may be assigned to a variety of tasks in any given day and/or to different tasks on different days. Workers will be expected to perform any and all of the listed tasks, as assigned by the worker's supervisor.

Instructions and general supervision will be provided by the employer or a designated employee. However, workers will be expected to perform their duties in a timely and proficient manner without close supervision. Performance specifications can change from time to time during the season due to crop weather or market conditions. Workers will be expected to conform to the specific instructions given for each day's work.

Workers will be expected to comply with all provisions of this Clearance Order and the attached Work Rules. Failure to do so will subject the worker to the employer's disciplinary procedures.

No non-worker will be permitted at or adjacent to the work side. In particular, no non-working children may be present at or adjacent to the work site, or left in vehicles at or adjacent to the work site during the work day. Workers arriving at work with non-working children or other non-workers will be sent home.

Employees must not report, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.

The employer will provide tools and equipment necessary to perform the required tasks, including clippers, knives and containers at no cost to the worker Employer-provided items will include appropriate rain wear if the worker is required to work in the rain.

Item 16. Wages Deductions and Special Pay Information.

Each worker will be guaranteed not less than the Adverse Effect Wage Rate of $10.16 per hour for all hours worked. If the U.S. Department of Labor pursuant to 20 C.F.R. &655.107 (a) publishes in the Federal Register a higher or lower Adverse Effect Wage Rate applicable to the employment covered by this Clearance Order than the rate set forth above during the period of employment covered by this Clearance Order, the higher or, at the discretion of the employer, lower Adverse Effect Wage Rate will be guaranteed in lieu of the hourly guarantee forth above, beginning on the effective date of such higher or lower Adverse Effect Wage Rate specified in the Federal Register.

OTHER CONDITIONS OF EMPLOYMENT

Termination: Employer may terminate the worker with notification to the employment Service local office if the worker a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach picking standards and quality.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

Training: Employer will provide 3 days of training and allow 14 days of work for worker to reach minimum standards.

Each worker will be paid individually by check on Friday for the previous payroll period. The payroll period is weekly, Monday through Sunday.

The employer will make the following deductions: FICA (if applicable); Federal income tax withholding (if applicable); state taxes required to be withheld (if applicable), Long-distance telephone charges incurred by the worker (if any); repayment of loans (if any); and deductions expressly authorized by the worker in writing (if any). No deductions except those required by law will be made which will bring the workers earnings for any pay period below the applicable statutory Federal or State Minimum wage.

The employer will furnish to the worker on each payday a written statement of the worker's total earnings for the period; the worker's hourly and piece rate(s) of pay; the

number of pieces produced daily at each piece rate of pay (if applicable); the hours of employment which were offered to the worker (broken out by the hours offered in accordance with, and over and above, the three quarters guarantee); the hours actually worked by the worker; and an itemization of all deductions made from the worker's wages.

All employees will be covered by workers' compensation insurance in accordance with New York law. This insurance provides payment of medical benefits and time loss payments when an employee is accidentally injured on the job.

Item 17. Transportation Arrangements.

Intergrow will provide free daily transportation for workers and transportation to purchase provisions at least once a week.

The employer will reimburse workers who are recruited from beyond normal commuting distance who complete 50 percent of the period of employment for costs incurred by the worker for transportation and subsistence from the place from which the worker came to work for the employer to the place of employment. The amount of the reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved. The amount of the reimbursement for subsistence shall be limited to (1) the daily maximum of the amount set forth at 20 C.F.R. & 655.102 (b)(4), or (2) the daily maximum of the amount for which the worker can provide receipts, to a daily maximum of the amount for which the worker can provide receipts, to a daily maximum of the amount set forth by the U.S. Department of Labor from time to time in the Federal Register.

For the purposes of the above reimbursement, the "period of employment" Shall be the period from the first work day the worker is at the employer's place of employment and is ready, willing, able and eligible to work until the anticipated ending date of employment set forth in Item 5.

No worker will be eligible for reimbursement of the cost of inbound transportation and subsistence who abandons employment or it terminated for cause before 50 percent of the period of employment set forth in Item 5 has elapsed.

Upon arrival in Albion, workers from beyond normal recruiting distance should report to the office manager to complete the hiring process and receive a housing assignment.

If a sufficient number of able, willing, qualified and eligible workers are available in a single locality at the same time to come to work for the employer, their employer will arrange inbound transportation at the most economical rate attainable for such workers. However, workers will be responsible for paying the cost of such in-bound transportation

and subsistence, if applicable, subject to reimbursement by the employer in accordance with the provisions set forth above.

If a worker recruited from beyond normal commuting distance completes the period of employment, the employer will provide or pay for the worker's transportation and reasonable daily subsistence from the place of employment to the place from which the worker disregarding intervening employment came to work for the employer or if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the worker's transportation and daily subsistence expenses from the employers worksite to such subsequent employers worksite, the employer will provide or pay a for such expenses, except that if the worker has contracted for employment with a subsequent employer who in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers worksite to such subsequent employers worksite, the employer is not required to provide or pay for such expenses.

Reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable common carrier transportation for the distance involved. The amount of the reimbursement for subsistence shall not be higher than the daily maximum amount set forth from time to time by the U. S. Department of Labor in the Federal Register.

For the purposes of the above reimbursement, the "period of employment" shall end on the ending day of employment set forth in Item 5 or the day the employer terminates the worker for lack of work, whichever occurs first.

Return transportation will not be provided or reimbursed to any worker who voluntarily abandons the employer's employment or who is terminated for cause before the ending date of employment set forth in Item 5 or such earlier ending date of employment as the employer may establish.

The employer will offer daily transportation to workers from the employer-provided housing described in Item 14 to the fields at the beginning of each work day, and return transportation to the employer-provided housing at the conclusion of each work day, at no cost to workers. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary and for the convenience of the worker. No worker will be required, as a condition of employment to utilize the daily transportation offered by the employer. Workers will be informed by the supervisor at the end of each work day of the specific fields in which work will be performed the following day for the convenience of workers providing their own daily transportation to the daily work site.

In the event of the death of a worker during the time the worker is employed under this Clearance Order, The worker's remains will be returned to the worker's permanent home at not cost to the worker or the worker's family.

Item 19. Worker's Questions.

Workers who have questions about this order should inquire at their local job service office, or call the telephone number listed for the order holding office in Item 19. Prospective workers should not call the employer directly.

Workers Compensation Insurance will be provided: **Policy # Z 1264 831 – 7**

Name of compensation carrier: **The State Insurance fund**

Name and address of policyholder: **Intergrow Greenhouses Inc**
2428 oak orchard road, Albion, New York 14411

Person and phone nos. to be notified of injury: **Diane Biemans, 682-0052**

Deadline for notification of injury: **day of injury, but not more than one week after injury.**