



**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)

<p>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):</p> <p>Intergrow Greenhouses Inc 2428 oak orchard road Albion NY 14411</p> <p>a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: 16-1558980</p> <p>b) Telephone Number / Número de Teléfono: 585-682-0052</p> <p>c) Fax Number / Número de Fax: 585-682-0195</p> <p>d) E-mail Address / Dirección de Correo Electrónico: Dirk.biemans@intergrowgreenhouses.com</p>	<p>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>
<p>2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: 2428 Oak Orchard Road, Albion NY 14411</p> <p>Located on route 98, 1 mile north of route 104</p> <p><i>WORKSITE owned and operated by employer. EM 11/22/13</i></p>	<p>4. SOC (O*NET/OES) Occupational Code / Código Industrial: <i>45-2092.00</i></p> <p>a. SOC (ONET/OES) Occupational Title / Título Ocupacional <i>Farmworker and Laborer, Crop, NYS only, Greenhouse</i></p> <p>5. Job Order No. / Num. de Orden de Empleo: <i>N11075834</i></p>
<p>3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: Camp 1: 205 west state street, Albion NY 14411 Camp 2: 119 west park street, Albion NY 14411 Camp 3: 127 west park street, Albion NY 14411</p> <p>a) Description of Housing / Descripción de la vivienda: Camp 1: Wood 2 story 6 unit apartment house. Capacity 17 Camp 2: Wood 2 story 4 unit apartment house. Capacity 20 Camp 3: Wood 2 story 3 unit apartment house. Capacity 12 All units have fully equipped and furnished kitchen, livingroom, bedrooms, bathroom. laundry facility available on site. No charges required.</p>	<p>6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): <i>(877) 466-9757</i></p> <p>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). <i>(877) 466-9757</i></p>
	<p>7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: <i>11/20/13</i></p> <p>8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: <i>6/27/14</i></p>
	<p>9. Anticipated Period of Employment / Período anticipado o previsto de Empleo: From / Desde: 1/28/14 To / Hasta: 11/28/14</p> <p>10. Number of Workers Requested / Número de Trabajadores Solicitados: <i>45</i></p>
	<p>11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total:45</p> <p>Sunday / Domingo <u>0</u> Thursday / Jueves <u>8</u> Monday / Lunes <u>8</u> Friday / Viernes <u>8</u> Tuesday / Martes <u>8</u> Saturday / Sábado <u>5</u> Wednesday / Miércoles <u>8</u></p>
	<p>12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada: Between 6am – 5 pm</p>
	<p>13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador: Yes / Si <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p style="text-align: center;">RECEIVED NOV 21 2013</p>

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.

Workers purchase and prepare their own meals in employer provided housing.

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.

Applicants who meet criteria 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 4 pm.

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

Picking clustertomatoes and Cutting leaves, see attachment for detailed description.

Workers will harvest greenhouse clustertomatoes of uniform color. Cut the clusters of the plant without puncturing and leaving any stubs on the main stem, place them carefully and organized in an 11 lbs box as instructed until box is full. Disinfecting clippers before Cutting each cluster. Pick up any tomatoes that have fallen on the ground. Fill up all boxes on cart. Make sure irrigation drippers stay in tact. Cut out dead plants and take all other corrective actions as instructed. Scan each row and cart with assigned reader.

Workers will cut 3 leaves (and suckers if any) of each greenhouse tomato plant without leaving any stubs and place them on the ground, disinfecting knife before each plant. Make sure irrigation drippers stay in tact and stringlines are not cut. Cut out dead plants as instructed, pick up tomatoes that have fallen on the ground and take all corrective actions as instructed. Scan each row with assigned reader.

Must be able to determine colors.

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

2. Check all requirements that apply:

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

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

Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Pick tomatoes	\$10.91	\$0.15/11lbs box	na	Social Security / Seguro Social	◆	<input type="checkbox"/>	Weekly / Semanal
Cut leafs	\$10.91	\$0.005/leaf	na	Federal Tax / Impuestos Federales	◆	<input type="checkbox"/>	◆
	\$	\$		State Tax /Impuestos Estatales	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bi-weekly/ Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	◆	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	◆	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

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11/24/13

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

19. Transportation Arrangements / Arreglos de Transportación

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

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 EM 11/20/13

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

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

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

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

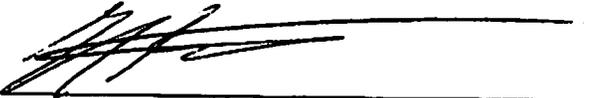
26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Si No

27. **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.

Dirk Biemans/ president

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador



Employer's Signature / Firma y Título del Empleador

Date / Fecha 11/21/13

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 Employment and Training Administration (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 American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA 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 foro 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 las 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 oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

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, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La 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 minutos 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 responder 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 confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

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 número de la sección e incluya archivos adjuntos, si es necesario.

**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 11 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.

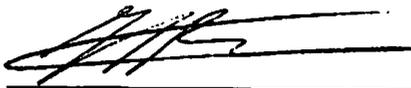
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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 Dirk Biemans Date: 11/21/13

Employer's Signature 

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

**New York State Department of Labor
FORM ETA 790 Attachment #1
Terms and Conditions/Clarifications and Assurances**

Job Order Number: NY1075834

A: CLARIFICATION OF ITEMS ON FORM ETA 790

Item 3: Housing

- a. Housing and utilities are provided at no cost to H-2A workers and those workers in corresponding employment who are unable to return to their place of residence the same day.
- b. Housing beds, bedding and mattresses will be furnished at no cost to the workers.
- c. Housing will be clean and meet the applicable federal and State housing standards.
- d. Workers will be responsible for maintaining housing and surrounding areas in a neat, clean manner.

Item 16: Job Specifications

- a. Workers must be able to demonstrate that they are physically able to perform the work as described.
- b. Employer may terminate worker with timely notification to the NPC and DHS, if the worker:
 - 1) Refuses, without cause, to perform work for which the worker was recruited and hired;
 - 2) Commits serious acts of misconduct; or
 - 3) Fails, after completing any training or break-in period, to reach production standards
 - 4) Abandons Job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

Item 17: Wage Rates, Special Pay Information and Deductions

The employer will offer, advertise in its recruitment, and pay a wage that is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. Employer assures that if a change in the AEW requires an increase such increase will be paid as of the effective date of the increase. Also if the AEW is decreased this will become the wage effective of the date of the decrease.

- a. If piece rate earnings for total hours of work at a piece-rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hourly rate, the worker will receive make-up pay to the guaranteed minimum wage rate.
- b. In New York State, the only deductions that can be taken from worker pay are:
 - 1. Those required by law, such as Social Security, income tax, and garnishment of wages;
 - 2. those that benefit workers and are authorized in writing, such as life insurance, or a savings account

Any other deductions are illegal.

- c. The employer guarantees to offer employment for a minimum of $\frac{3}{4}$ ("three fourths guarantee") of the hours in the workdays during the period of the contract, and all extensions thereof. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified on the job order or extensions thereof. In fire, weather or Act of God terminations (as determined by the Certifying Officer) the $\frac{3}{4}$ guarantee period ends on the date of termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such a transfer is not affected, the employer must (1) return the worker, at the employers expense,

to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H2A employer, whichever the worker prefers (2) reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation and subsistence expenses to the place of employment; and (3) pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employers place of employment. Daily subsistence must be computed as set forth in paragraph (h) of the section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. Provide the guarantees in Item 17 (a) below.

- d. Workers will not be required to work more than the number of hours specified in the job order for a workday or on their Sabbath or federal holidays to meet this guarantee. The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis. Workers who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee if employer provides timely notification to the NPC and DHS.

On or before each payday the employer will provide to each worker in one or more written statements the following information: (1) the workers total earnings for the pay period; (2) the workers hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the ¾'s guarantee as determined in paragraph (i) of the regulations at 20 CFR sec. 655.122(k), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; (8) the employer's name, address, and FEIN.

- e. Workers with school age children who have migrated with such children and who depart in time to return home for the beginning of the school year shall be paid, in addition to the basic wages, any bonus or other incentive payments or other expenses to which they would be entitled had they stayed the entire job order period.

Item 19: Transportation

Employer agrees to reimburse inbound transportation and subsistence expenses ^{11,42} ~~(\$11.13~~ per day minimum to a maximum of \$46.00 per day) to each worker, or any person, government agency or private organization which, on behalf of the worker has paid or advanced such transportation and subsistence expenses, from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment, after the worker has completed 50% of the stipulated period of employment, from initial date of need or from the day after actual arrival of worker if later than the stated date to report. EM 11/22/13

- a. Employer will provide or pay the cost of return transportation and subsistence to each worker who completes the employment period, or who is terminated for medical reasons, or as the result of fire, weather or an Act of God (as determined by the Certifying Officer), from place of employment to place of recruitment, except if the worker prefers not to return to his place of recruitment and has subsequent employment with an employer - ~~see Item 16 (c) above~~. Employer will not be responsible for providing return cost of transportation and subsistence from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause and employer provides timely notification to the NPC and DHS.
- b. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. All transportation provided by the employer will be by common carrier or other transportation facilities which conform to the applicable regulations of the Interstate Commerce Commission or the United States Department of Labor. If requested by the worker, the employer will assist in making transportation arrangements. The amount of daily subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts).
- c. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

Item 23: Tools and Equipment

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.

B: OTHER CLARIFICATIONS AND ASSURANCES

1. The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.135.
2. The employer will expeditiously notify the 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.
3. Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.501(xvi).
4. Where appropriate, the employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements. The employer assures that workers hired under this order who will be handling pesticides will be provided appropriate training.
5. The employer will provide to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker
6. The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he has a valid federal FLC certificate or FLCE identification card.
7. The applicant assures that he/she complies with NYS registration requirements. Farm labor contractors anticipating employment contracting with growers or processors in New York State, growers or processors in New York State who use the services of a farm labor contractor, and growers or processors in New York State who, without using the services of a farm labor contractor, are responsible for bringing into the state five or more out-of-state migrant farm or food processing workers, including H-2A workers, are required to register with the New York State Department of Labor and pay a registration fee in addition to any other fees that may be applicable.

Employer Signature  _____

EM
11/22/13

New York State Department of Labor
Form ETA 790 Attachment #2 – Additional Information

Item 1:

Employer Email: dirk.biemans@intergrowgreenhouses.com

Agent Email:

Employer Fax: 585-682-0195 **Agent Fax:**

Item 14: Board Arrangements

Employer will will not provide three meals per day and will deduct \$ per day.

Employer will will not furnish free dishes, cooking utensils and convenient kitchen and cooking facilities.

Employer will will not provide transportation to assure workers access to stores where they can purchase groceries and/or other incidentals and/or medical necessities.

Item 16: Job Specifications

The employer will provide 5 days of training and/or allow 10 days of work for worker to reach production standards if applicable.

Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to: **pick 72bxs/hr or cut 2182leafs/hr**

Item 17: Wage Rates, Special Pay Information and Deductions

The employer will provide workers referred through the interstate clearance system 45 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the State agency no later than 10 business days before the date of need. If the employer fails to notify NYS Department of Labor office, then employer shall pay an eligible worker referred through the clearance system \$490.95 for the first week starting with the originally anticipated date of need. If worker referred fails to notify the NYS Department of Labor of continued interest in the job at least 5 days before date of need, worker will be disqualified from this assurance.

Employer will will not require worker to perform alternative work if the guarantee cited in this section is invoked.

Alternative work: any available general farmwork

Item 22: Workers' Compensation

The employer assures that Policy # Z 1264 831-7 issued by The State Insurance Fund

provides the required insurance for injuries arising out of and in the course of employment.

Employer's proof of insurance coverage will be provided to the Chicago Processing Center before certification is granted.

11/22/13
11/20/2011

Dirk Biemans



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 3. Location and Description of Housing.

Housing will be provided at no cost to workers who are not reasonably 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 60 workers. The employer expects to fill about 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 45 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 9, 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 10, 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 10 or any extension thereof. For the purposes of this guarantee, the workday means the number of hours set forth in Item 11 (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 11 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 8 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 8, 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 15. 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 4 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 may be subject to change after the hiring commitment is made. If a change in the date 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 possess a valid Social Security Number. Not later than 3 days after 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 16. Job Specifications.

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 ^{site} *cm 11/26/13* ~~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 17. Wages Deductions and Special Pay Information.

Each worker will be guaranteed not less than the Adverse Effect Wage Rate of \$10.91 per hour for all hours worked. If the U.S. Department of Labor pursuant to 20 C.F.R. &655.120 (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 5 days of training and allow 10 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.

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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, and the employer's name, address, and FEIN.

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 19. 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. & 655.122 (H)(2), 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. *cm 11/26/13*

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 9.

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 9 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 9 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 9 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 3 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 22.

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 585-682-0052**

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