OMB Approval: 1205-0466
Expiration Date: 8/31/2022

Agricultural Clearance Order
Form ETA-790
U.S. Department of Labor

***IMPORTANT**: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed 790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed 790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk (*), and any fields/items where a response is conditional as indicated by the section (§) symbol.*

I. Clearance Order Information

FOR STATE WORKFORCE AGENCY (SWA) USE ONLY *Questions 1 through 17*		
1. Clearance Order Number * NY1344482	2. Clearance Order Issue Date * 8/2/2020	3. Clearance Order Expiration Date * 10/29/2020
4. SOC Occupation Code * 45-2092.02	5. SOC Occupation Title * Farmworkers and Laborers, Crop	

SWA Order Holding Office Contact Information			
6. Contact's last (family) name * Gwise	7. First (given) name * Caylin		8. Middle name(s) §
9. Contact's job title * Foreign Labor and Ag Specialist			
10. Address 1 * 276 Waring Road			
11. Address 2 *(suite/floor and number)* §			
12. City * Rochester		13. State * New York	14. Postal code * 14609
15. Telephone number * 585-258-8855	16. Extension §	17. E-Mail address * h2a@labor.ny.gov	

II. Employer Contact Information

1. Legal Business Name * Schichtel's Nursery Inc.			
2. Trade Name/Doing Business As (DBA), if applicable §			
3. Contact's last (family) name * Schichtel	4. First (given) name * Mark		5. Middle name(s) § D
6. Contact's job title * Treasurer			
7. Address 1 * 7420 PETERS ROAD			
8. Address 2 *(apartment/suite/floor and number)* §			
9. City * SPRINGVILLE		10. State * New York	11. Postal code * 14141-9405
12. Telephone number * +1 (716) 725-2061	13. Extension §	14. Business e-mail address * mds@schichtels.com	
15. Federal Employer Identification Number *(FEIN from IRS)* * 16-1313418		16. NAICS Code * 111421	

III. Type of Clearance Order

1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. *(choose only one)* *	☑ 790A (H-2A clearance order) ☐ 790B (regular clearance order)

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Public Burden Statement *(1205-0466)*

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 of information is estimated to average .03 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

OMB Approval: 1205-0466
Expiration Date: 8/31/2022

H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

A. Job Offer Information

1. Job Title * Nursery Workers

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	9	9	3. Begin Date * 10/5/2020	4. End Date * 11/22/2020

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

35	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday

7. Hourly work schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 2 : 00 ☑ AM ☐ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 14 . 29	☑ HOUR ☐ MONTH	$ 00 . 00	Employer may pay overtime compensation at a rate of 1 ½ times the employee's regular hourly rate for the employees hours worked over 40 in the workweek for the workweeks ending Sunday Oct 11th through Sunday Nov 22nd, 2020.

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☑ Yes ☐ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
No deductions other than certain New York State taxes which only may be applicable to certain workers, including Paid Family Leave and Disability. Workers who will be employed for less than 26 consecutive weeks, with this employer, may waive the deductions for Paid Family Leave and Disability.

H-2A Case Number: JO-A-300-20209-736461 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	3	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☑ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 60 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

See Addendum C

C. Place of Employment Information

1. Address/Location *
7420 Peters Rd

2. City *	3. State *	4. Postal Code *	5. County *
SPRINGVILLE	New York	14141-9405	Cattaraugus

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *

See Addendum C

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ No

D. Housing Information

1. Housing Address/Location *
425 South Cascade Drive

2. City *	3. State *	4. Postal Code *	5. County *
Springville	New York	14141	Erie

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
17 room motel	2	57

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

None

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ No

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

Employer will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer's housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer 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.

2. If meals are provided, the employer: *	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . _____	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will provide daily transportation from housing to worksites at no charge.

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
(Please begin response on this form and use Addendum C if additional space is needed.)

After the worker has completed 50% of the work contract or earlier, all eligible workers will have their inbound reasonable transportation expenses reimbursed at the current bus rate one time only. Domestic applicants from outside of normal commuting distance that voluntarily choose not to reside in the employer-provided housing , the employer will pay for the initial inbound transportation reimbursement. See addendum C.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	$ 12 . 68	per day *
	b. no more than	$ 55 . 00	per day with receipts

H-2A Case Number: JO-A-300-20209-736461 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
(Please begin response on this form and use Addendum C if additional space is needed.)

To be considered for employment under this job order applicants must contact the employer in one of the following methods:
7:00am to 3:30pm Monday - Friday.
By phone to 716-725-2061 (text is preferred)
By email to mds@schichtels.com

Applicants may also contact the New York State Department of Labor at 1-877-466-9757,

Employer will verify previous work experience of applicants and contact any references that may be provided. Applicants will be sent by email or standard mail a copy of the job order and work rules for their review and acknowledgment.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (716) 725-2061	mds@schichtels.com

4. Website address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound)*

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence 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. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. *Transportation from Place of Employment (Outbound)*

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. Daily Transportation

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. Compliance with Transportation Standards

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), 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; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees 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, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. 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. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract 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. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. 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. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning 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. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance 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. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Schichtel	Mark	D
4. Title *		
Treasurer		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		7/27/2020

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement *(1205-0466)*

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 of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	General Nursery Labor	$ 14 . 29	Hour	
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		

FOR DEPARTMENT OF LABOR USE ONLY

H-2A Case Number: JO-A-300-20209-736461 Case Status: _____ Determination Date: _____ Validity Period: _____ to _____

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Schichtel's Nursery - Barrier Farm	9987 Rt. 39 Springville, New York 14141 ERIE	Worksite owned or operated by employer: Tax Map # 348.00-3-3	10/5/2020	11/22/2020	9
Schichtel's Nursery - Benz Farm	9437 Cattaraugus Street Springville, New York 14141 ERIE	Worksite owned or operated by employer: Tax ID # 348.00-2-25	10/5/2020	11/22/2020	9
Schichtel's Nursery - Clark Farm	14025 Mill Street Springville, New York 14141 ERIE	Worksite owned or operated by employer. Tax Map #: 347.00-2-18.1	10/5/2020	11/22/2020	9
Schichtel's Nursery - Dennies Farm	11770 Route 39 Sardinia, New York 14055 ERIE	Worksite operated by employer. Tax Map # 338.00-1-6.11	10/5/2020	11/22/2020	9
Schichtel's Nursery - Emerling Concord Farm	6877 Concord Rd Concord, New York 14141 ERIE	Worksite owned or operated by employer. Tax Map # 321.00-2-3	10/5/2020	11/22/2020	9
Schichtel's Nursery - Feuz Farm	7182 - 7222 Peters Rd Springville, New York 14141 CATTARAUGUS	Worksite owned or operated by employer. Tax Map #19.001-2-4.1	10/5/2020	11/22/2020	9
Schichtel's Nursery - Gunbarrel Farm	4936 Gunbarrel Rd Yorkshire , New York 14141 CATTARAUGUS	worksite owned or operated by employer. tax map#3.004-1-11.1	10/5/2020	11/22/2020	9
Schichtel's Nursery - Hadaad Farm	7182 - 7222 Peters Rd springville , New York 14141 CATTARAUGUS	worksite owned or operated by employer. tax map# 10.003-2-20.2	10/5/2020	11/22/2020	9
Schichtel's Nursery - Heitman Farm	11410 Route 39 sardinia, New York ERIE	worksite owned or operated by employer. tax map#338.00-1-30	10/5/2020	11/22/2020	9
Schichtel's Nursery - Johnson Farm	12900 - 13198 Johnson Rd sardinia, New York ERIE	worksite owned or operated by employer. tax map#338.00-1-1.1	10/5/2020	11/22/2020	9

C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Schichtel's Nursery - Lafarge Farm	South Vaughn - 42°30'11.0"N 78°38'28.4"W springville, New York 14141 ERIE	worksite owned or operated by employer. tax map#348.00-3-2.12	10/5/2020	11/22/2020	9
Schichtel's Nursery - Schue Farm	6031 Route 39 springville, New York 14141 ERIE	worksite owned or operated by employer. tax map#333.00-2-20.1	10/5/2020	11/22/2020	9
Schichtel's Nursery - Schumacher Farm	9987 RT 219 west valley, New York CATTARAUGUS	worksite owned or operated by employer. tax map#19.004-1-2	10/5/2020	11/22/2020	9
Schichtel's Nursery - V Farm	6760 Schwartz Rd ashford, New York CATTARAUGUS	worksite owned or operated by employer. tax map#10.004-1-29.2	10/5/2020	11/22/2020	9
Schichtel's Nursery - Watz Farm	14601 Groth Road springville, New York 14141 ERIE	worksite owned or operated by employer. tax map#345.00-1-19	10/5/2020	11/22/2020	9
Schichtel's Nursery - Winky Farm	11509 - 11599 Bolton Road ashford, New York CATTARAUGUS	worksite owned or operated by employer. tax map#3.004-2-6.9	10/5/2020	11/22/2020	9
Schichtel's Nursery - Zelasko Farm	7107 Zoar Valley Road concord, New York 14141 ERIE	worksite owned or operated by employer. tax map#346.00-1-24.111	10/5/2020	11/22/2020	9
Schichtel's Nursery - Frank Farm	10008 US RT 219 west valley, New York CATTARAUGUS	worksite owned or operated by employer. tax map#19.002-1-33.1	10/5/2020	11/22/2020	9

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

See attachments for full list of job duties. General Duties: Duties performed will include propagating plants from cuttings, grafting plants, preparing soil, planting, pruning, cutting, deadheading, pinching, trimming to shape, spacing plants, potting, fertilizing with granular or liquid fertilizer, cleaning work areas, transporting plant materials in the nursery and greenhouse areas, loading and unloading plants and all other duties associated with ornamental plant and tree production. Between harvesting, workers will be required to perform duties to prepare crops for marketing. Workers will unload and restock for storage. Duties include winter protection activities including moving, covering, and uncovering plants and applying or removing plastic from shelters. Clean and maintain equipment and facilities. Workers will assist supervisors in communicating information regarding work duties and requirements and instructing other workers in planting, cultivating, harvesting techniques, grading, labeling, packing, and loading activities. Workers will serve as the lead worker in small crews.

Workers will work on their feet in bent, stooped and crouched positions and on ladders up to ten (10) feet in height for long periods of time. Employees must be able to lift and carry plant material or equipment ranging in weight from 50 to 80 pounds frequently throughout the work day. Work requires repetitive movements and extensive walking. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers are expected to work outside in all weather conditions including cold, snow, rain, and heat. Temperatures may range from 10 to 100 F. Workers may be required to work during rain and snow conditions that are not severe enough to stop field operations. Workers should be physically able to do the work required with or without reasonable accommodations. Work on Saturdays is required. Workers are expected to be at work on time every day work is available and to work the full work day as specified in this job order.

Employer reserves the right after employment to ask any employee to take a blood or urine test to determine whether he/she is under the influence of controlled substances, illegal drugs or alcohol at the employers expense.

Employer will provide transportation between living quarters and the work site every day for workers who must be provided housing under the applicable regulations.

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

3. Details of Material Term or Condition (*up to 3,500 characters*) *

This job requires a minimum of three (3) months of verifiable prior experience working in a commercial nursery, handling both manual and machine tasks associated with nursery production and harvest activities, including experience with balled and burlap (B&B) tree and shrub production, grafting of plants and propagation.

All applicants must pass criminal background checks or the Department of States visa security clearance at employer expense. Criminal background checks or Department of Sates security clearances, at the prospective employers expense, will be performed on all persons who have been offered conditional employment. A conviction will not automatically disqualify a person from employment. Persons who have convictions will generally be barred from employment only where the offense(s) involve(s) physical violence, or acts of dishonesty (such as theft or embezzlement). See attachment.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	C.6	2. Name of Section or Category of Material Term or Condition *	Additional Place of Employment Information

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Worksites owned or operated by Schichtel's Nursery.

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

After the worker has completed 50% of the work contract or earlier, all eligible workers will have their inbound reasonable transportation expenses reimbursed at the current bus rate one time only. Domestic applicants from outside of normal commuting distance that voluntarily choose not to reside in the employer-provided housing , the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies or vacations. Employer will also provide return transportation and subsistence to worker at the end of the contract.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

This job requires a minimum of three (3) months of verifiable prior experience working in a commercial nursery, handling both manual and machine tasks associated with nursery production and harvest activities, including experience with balled and burlap ("B&B") tree and shrub production, grafting of plants and propagation.
All applicants must pass criminal background checks or the Department of State's visa security clearance. Criminal background checks or Department of Sate's security clearances, at the prospective employer's expense, will be performed on all persons who have been offered conditional employment. A conviction will not automatically disqualify a person from employment. Persons who have convictions will generally be barred from employment only where the offense(s) involve(s) physical violence, or acts of dishonesty (such as theft or embezzlement). Since employees generally work on crews in remote areas and those who cannot reasonably commute daily between their home and the nursery live in shared housing, passing a background check will help ensure the safety and well-being of the crew members and the employer's property.
Additionally, the employer may terminate an employee if it discovers a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

El puesto requiere un mínimo de tres (3) meses de experiencia anterior de trabajo verificable en un vivero comercial, manejo de tareas manuales y con máquinas asociadas con las actividades de producción y cosecha en vivero, inclusive experiencia con producción de árboles y arbustos en plantín y empaque de arpillera (balled and burlap, "B&B"), injertos de plantas y propagación.
Todos los postulantes deben pasar las verificaciones de antecedentes penales o la autorización de seguridad para el acceso de información respecto de la visa del Departamento de Estado. Las verificaciones de antecedentes penales o las autorizaciones de seguridad para el acceso de información respecto de la visa del Departamento de Estado, a cargo del posible empleador, se efectuarán en todas las personas a quienes se les haya ofrecido empleo condicional. Una condena no descalificará de forma automática a una persona para un empleo. Las personas con condenas por lo general tendrán prohibido obtener empleo solo en aquellos casos en donde los delitos se relacionen con violencia física o actos de deshonestidad (como robo o malversación). Dado que los empleados generalmente trabajan en equipos en zonas remotas y, aquellos que no pueden trasladarse de forma razonable diariamente entre su hogar y el vivero, habitan en viviendas compartidas, la aprobación de la verificación de antecedentes ayudará a asegurar la seguridad y bienestar de los miembros del equipo y de los bienes del empleador.
Asimismo, el empleador podrá desvincular a un empleado si descubre un expediente de condena penal o condición de acosador sexual registrado que, a criterio razonable del empleador y en concordancia con la ley vigente, perjudicaría la seguridad y condiciones de vida de los otros trabajadores.

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - New York State Specific Assurances

3. Details of Material Term or Condition (*up to 3,500 characters*) *

New York State Specific Assurances:
3. Housing for Workers: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law.
Therefore, the employer may NOT require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for the damage.

12. Frequency of Pay: Article 6 of the NYS Labor Law, section 191.1a, requires that employer pay wages weekly to manual workers (farmworkers are manual workers) no later than 7 calendar days after the end of the week in which wages are earned. Therefore, manual workers can be paid weekly or biweekly (up to date; where all days, including payday hours are paid).

15. Deductions from Worker's Pay: Article 6 of the NYS Labor Law, sections 193.1 and 193.2, prohibit an employer from deducting monies, either through payroll deduction or by separate transaction, any amount or charge which is not authorized by NYS labor law. Therefore, the employer may NOT make any other deductions NOT required by law.

Additional Assurances:
• Per the Farm Laborer Fair Labor Protections Act, effective January 1, 2020, all farmworkers , including H-2A foreign guest workers, will earn one and a half times the regular rate for all hours worked over 60, and for any hours voluntarily worked on a workers day of rest.
• NYS Labor Law section 201g requires that employers adopt a sexual harassment prevention policy. Interactive training and a copy of the written policy must be provided to all workers. The policy must be provided in the language spoken by the workers.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Planting: Workers will be required to work as operators of wheel tractors pulling planters and planting wagons. Workers will be required to work on the ground planting trees that are fed through a tractor pulled planter, using shovels. Workers will be required to dig trees with digging spades.
Balled and Burlap (B&B) Tree and Shrub Production: Workers will be required to work as operators of skid steers with tree spade attachments or haul out tines. Workers will be required to work on the ground packaging the finished root ball on a tree by stapling burlap with hog ring pliers, tying basket loops with twine, crimping baskets with pig tail crimpers or tying branches with twine.
Bare Root Tree and Shrub Production: Workers will be required to work as operators of skid steers with bare root blade attachments. Workers will be required to work on the ground, tying branches with twine or hauling trees through the field and loading them onto trucks by hand.
Loading and Unloading: Workers will be required to work on flat bed trailers tying B&B trees and shrubs to the trailer with twine. Workers will be required to work loading or unloading bare root trees or shrubs by hand into refrigerated trailers. Workers will be required to locate, identify, select, and load plants or trees onto wagons, trailers, or trucks.

Plantación: los trabajadores tendrán que trabajar como operadores de tractores de ruedas que tiran de las sembradoras y los carros de siembra. Los trabajadores tendrán que trabajar en la tierra, plantando árboles que se abastecen con una sembradora tirada por un tractor, usando palas. Los trabajadores tendrán que excavar los árboles usando palas de excavar.
Producción de árboles y arbustos en plantín y bolsa de arpillera (Balled and Burlap, B&B): es posible que los trabajadores tengan que trabajar como operadores de cargadores de patín con tres accesorios de azadas o arrastres dentados. Es posible que los trabajadores tengan que trabajar en la tierra empacando la bola de raíz terminada en un árbol sujetando la bolsa de arpillera con alicates para grapas hog ring, atando lazos de cesta con cuerdas, doblando cestas con plegadores de coletas o atando ramos con cuerdas.
Producción de árboles y arbustos con raíces descubiertas: es posible que los trabajadores tengan que trabajar como operadores de cargadores de patín con accesorios de paleta para raíces descubiertas. Es posible que los trabajadores tengan que trabajar en la tierra, atando ramas con cuerdas o acarreando árboles hasta el campo y cargándolos en camiones manualmente.
Carga y descarga: es posible que los trabajadores tengan que trabajar en remolques de lecho plano, atando árboles y arbustos B&B al remolque con cuerdas. Es posible que los trabajadores tengan que trabajar cargando o descargando árboles o arbustos con raíces al descubierto manualmente en remolques refrigerados. Es posible que los trabajadores tengan que ubicar, identificar, seleccionar y cargar plantas o árboles en carros, remolques o camiones.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Cultivation: Workers will be required to work as operators of wheel tractors pulling cultivators, mowers or haling disks. Workers will be required to spray, weed, fertilize and water trees by hand using pumps or hoses.
Farm Equipment Operation: Workers will drive trucks, vans, tractors, mowers on nursery property and on public roads and may use other greenhouse equipment including the flat filler. Before any worker is required to operate any farm/greenhouse equipment, the worker will be instructed in the proper and safe operation of equipment. Workers will be required to operate equipment according to instructions and in a manner that protects the operator, other workers, products, trees, crops and equipment. Repeated failure to obey operating and safety instructions may result in termination. Employees operating farm equipment or certain chemical application equipment are required to have or obtain applicable licenses.

Cultivo: es posible que los trabajadores tengan que trabajar como operadores de tractores de ruedas que tiran de las cultivadoras, segadoras o discos de arrastre. Es posible que los trabajadores tengan que pulverizar, sembrar, fertilizar y regar los árboles manualmente usando bombas o mangueras.
Operación de equipos agrícolas: los trabajadores tendrán que conducir camiones, vehículos utilitarios, tractores, segadoras en las instalaciones del vivero y en caminos públicos, y podrán usar otros equipos de invernadero, inclusive la rellenadora plana. Antes de pedir que un trabajador opere algún equipo del establecimiento agrícola/invernadero, se lo instruirá en la operación apropiada y segura de los equipos. Los trabajadores tendrán que operar los equipos siguiendo las instrucciones y de un modo que proteja al operador, a los otros trabajadores y a los productos, árboles, cultivos y equipos. No acatar las instrucciones de operación y seguridad de manera reiterada puede dar lugar al despido. Los empleados que operan equipos agrícolas o ciertos equipos de aplicación de productos químicos deben tener u obtener las licencias correspondientes.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Obligaciones generales: los deberes llevados a cabo pueden incluir propagar plantas de cortes, injertar plantas, preparar el suelo, plantar, podar, cortar, podar flores marchitas, comprimir, cortar para dar forma, espaciar plantas, colocar en macetas, fertilizar con un fertilizante granular o líquido, limpiar áreas de trabajo, transportar materiales para las plantas en las áreas del vivero o del invernadero, cargar y descargar plantas y todas las demás obligaciones asociadas con la producción de plantas ornamentales y árboles. Entre las cosechas, los trabajadores tendrán que cumplir tareas de preparación de cultivos para su comercialización. Los trabajadores podrán descargar y renovar existencias para su almacenamiento. Las obligaciones incluyen actividades de protección para el invierno, inclusive mover, cubrir y descubrir plantas, y aplicar o retirar plásticos de los refugios. Limpiar y mantener los equipos y las instalaciones.
Los trabajadores podrán colaborar con los supervisores en la comunicación de la información acerca de los deberes y requisitos del trabajo y en la instrucción a otros trabajadores en actividades para plantar, cultivar, en técnicas de cosechas, clasificar, etiquetar, embalar y cargar. Los trabajadores podrán funcionar como supervisores en pequeños grupos.
Los trabajadores trabajarán parados, en posiciones inclinadas, encorvadas y en cuclillas, pero también en escaleras de hasta diez (10) pies de altura por largos períodos. Los empleados deben estar en condiciones de levantar y trasladar materiales o equipos para plantas con un peso que varía entre 50 y 80 libras con frecuencia durante toda la jornada de trabajo. El trabajo requiere movimientos repetitivos y grandes caminatas. Las alergias a ambrosía, vara de oro, pulverizador para insectos y otros productos químicos relacionados, etc., pueden afectar la capacidad de los empleados de realizar su trabajo. Se espera que los trabajadores trabajen al aire libre, en todas las condiciones climáticas, inclusive en condiciones de frío, nieve, lluvia y calor. Las temperaturas podrán variar entre 10 y 100 F. Es posible que los trabajadores deban trabajar en condiciones de lluvia y nieve que no sean lo suficientemente severas como para detener las operaciones en campo. Los trabajadores deben estar físicamente en condiciones de realizar el trabajo requerido con o sin las adaptaciones razonables.
Se exige el trabajo los sábados. Se espera que los trabajadores estén en su trabajo puntualmente todos los días que haya trabajo disponible y que trabajen la jornada completa, conforme se especifica en este pedido de trabajo.
El empleador se reserva el derecho, después del trabajo, de solicitar a cualquier empleado que se someta a un análisis de sangre u orina para determinar si está bajo la influencia de sustancias controladas, drogas ilegales o alcohol, por cuenta y gasto del empleador.
El empleador brindará transporte entre las residencias y el lugar de trabajo todos los días a aquellos trabajadores a los que deba proporcionarse una vivienda, de acuerdo con lo que establecen las reglamentaciones pertinentes.

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Persons seeking employment as experienced Nursery Workers must be available for the entire period requested by the employer. Applicants must be able to furnish verifiable job reference(s) or comparable third party documentation from employer(s) establishing acceptable prior experience. Successful applicants will be subject to a trial period of up to five (5) days during which their performance of required tasks and demonstration of competencies will be evaluated.
Starting pay, raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on lawful individual factors including work performance, skill (including prior job-related work experience), and tenure.
Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product or for any other lawful reason.
Operational specifications may change during the season due to weather, crop and market conditions. Workers must follow the specific instructions given for each day's work provided by the designated supervisor or designated employee through whom instructions are relayed. Work will be monitored and reviewed for quality including applicable customer requirements. Daily individual work assignments, crew assignments, and location of work will be made by the employer or designated employees as the needs of the operation dictate. Workers may be assigned a variety of duties in any given day and different tasks on different days within the job description.
All terms and conditions included in the job order, including pay rates, will apply equally to all workers, both U.S. workers in corresponding employment and H-2A workers, employed in the occupation described in this clearance order.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Las personas que soliciten empleo como Trabajadores de vivero con experiencia deben estar disponibles durante todo el período que solicite el empleador. Los postulantes deben estar en condiciones de entregar referencias laborales verificables o alguna documentación comparable con un tercero de parte de los empleadores, que determinen una experiencia previa aceptable. Los postulantes exitosos serán sometidos a un período de prueba de hasta cinco (5) días en el que se evaluará el desempeño en las tareas requeridas y en el que demostrarán su competencia.
Podrán ofrecerse un salario inicial, aumentos y/o bonificaciones a cualquier trabajador de temporada contratado en virtud de este pedido de trabajo, según el exclusivo criterio de la compañía, en función de factores lícitos individuales, entre los que se incluyen el desempeño en el trabajo, aptitudes (incluida su experiencia laboral anterior relacionada con el puesto) y permanencia.
El empleador retiene el derecho de despedir a un trabajador que evidentemente no está calificado, así como a un trabajador que finge enfermedades o es recalcitrante y que está físicamente en condiciones pero no muestra disposición para realizar el trabajo que el empleador necesita para producir un producto de calidad superior o por cualquier otro motivo legítimo.
Las especificaciones operativas podrán cambiar durante la temporada en función de las condiciones climáticas, del cultivo y del mercado. Los trabajadores deben seguir las instrucciones específicas que imparta el supervisor o empleado designado a quien se deleguen tales instrucciones para el trabajo de cada día. El trabajo será supervisado y revisado para determinar su calidad, inclusive los requisitos pertinentes del cliente. El empleador o los empleados designados harán las asignaciones de trabajo individual, de equipo y de lugar diariamente, conforme lo dicten las necesidades de la operación. Se les podría asignar a los trabajadores una variedad de tareas un día determinado y diferentes tareas en días diferentes dentro de la descripción del puesto.
Todos los términos y condiciones que se incluyen en el pedido de trabajo, incluso la tarifa salarial, se aplicarán por igual para todos los trabajadores, tanto los trabajadores de los EE. UU. en el empleo correspondiente como los trabajadores H-2A contratados en la ocupación descrita en este pedido de autorización.

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

NORMAS DE TRABAJO
Aunque no tenga por finalidad ser una lista completa, estas normas de trabajo tienen por objeto brindar a los trabajadores una guía de los estándares de conducta que se esperan de ellos.
Se notifica que la violación de los requisitos legítimos del empleador vinculados al empleo, inclusive estas normas de trabajo, será considerada como fundamento para el despido inmediato de un trabajador de su empleo. Podrán dictarse sanciones como la suspensión de la oportunidad laboral por el resto del día hasta tres (3) días en caso de violaciones menos graves.
Se espera que los trabajadores cumplan con todas las normas en lo que respecta a disciplina, asistencia, calidad del trabajo y esfuerzo, y en cuanto al cuidado y mantenimiento de todos los bienes que les proporcione el empleador.
1. Los trabajadores que realicen su trabajo descuidadamente podrán ser suspendidos sin remuneración por el resto de la jornada laboral o por un período de hasta tres días, según el exclusivo criterio de su supervisor, dependiendo del grado de la infracción, el historial previo del trabajador y otros factores relevantes. El despido del trabajador podrá derivar de una falta posterior.
2. No se permite el consumo de cerveza ni bebidas alcohólicas en el horario de trabajo o durante una jornada laboral antes de terminar el trabajo del día (como por ejemplo, durante las comidas); los trabajadores no podrán presentarse a trabajar bajo la influencia de cerveza, bebidas alcohólicas o drogas ilegales, lo que incluye abuso de drogas recetadas tanto para el trabajador como para otra persona. Se podrá despedir a empleados por uso excesivo de alcohol, por ebriedad y/o conducta desordenada en la vivienda después del horario de trabajo. No podrán usarse ni venderse, fabricarse o tener drogas ilegales en las instalaciones de un empleador, inclusive en una vivienda. Los medicamentos recetados deben conservarse en su envase original y contener la etiqueta original de la farmacia. El empleador efectuará controles de consumo de droga o alcohol si tuviera una sospecha justificada de que el trabajador podría encontrarse bajo los efectos de drogas o alcohol que afecten de forma adversa su desempeño en el trabajo o el entorno laboral, incluido el desempeño del trabajador u otras personas que se relacione con la seguridad.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

3. Excessive absences or tardiness will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Excessive absences or tardiness includes three (3) unexcused absences and/or tardies in a two (2) week period and will result in termination. Less frequent rates of unexcused absence and tardiness that negatively impact operations and productivity, such as one unexcused absence or tardy per week for consecutive weeks, will result in less severe discipline such as a written warning or suspension. Failure to correct such attendance issues will result in termination.

Any absence and/or tardiness that is requested at least twenty-four (24) hours in advance of the work start day and time for which approval from the worker's supervisor is obtained will not count as an unexcused absence. Absences for verifiable medical reasons or other emergency reasons that can be substantiated with verification will also not count as unexcused absences. Employer reserves the right, however, to terminate workers absent for any reason if the number of absences materially effects operations and productivity if the absences are not subject to the Family Medical Leave Act, the Americans with Disabilities Act, or similar applicable provisions.

4. Workers must maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear, in compliance with applicable housing requirements as determined by regular inspections by the employer and government representatives. For example, eggs, meats, and other foods requiring refrigeration must remain refrigerated, dishes and other cooking utensils must be cleaned, and lids must be kept on all trash and waste receptacles. The Employer may inspect housing for compliance with these requirements at reasonable times, and workers must report any damage or maintenance issues, whether by normal wear and tear, or by acts of an individual to their supervisor or the employer's office. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

3. No se permitirá el exceso de llegadas tardes ni ausentismo. Este es un trabajo diario y regular para el que se espera que los empleados estén presentes, en condiciones y dispuestos a desempeñarse todos los días de trabajo programado. No hay "trabajo de un día" o esporádico. Llegar tarde en forma excesiva o reiterada no es aceptable. El exceso de llegadas tardes o ausentismo incluye tres (3) ausencias o llegadas tardes injustificadas en un período de dos (2) semanas, lo cual resultará en la desvinculación laboral. Los índices menos frecuentes de llegadas tardes o ausencia injustificadas que impacten de forma negativa en las operaciones y la productividad, tales como una ausencia o llegada tarde injustificadas por semana durante semanas consecutivas, resultarán en medidas disciplinarias menos severas, como una advertencia escrita o suspensión. Si no se corrigen los problemas de asistencia, ocurrirá una desvinculación laboral.

Cualquier ausencia o llegada tarde que se solicite al menos con veinticuatro (24) horas de antelación del día y hora de inicio del trabajo para la cual se obtenga la aprobación del supervisor del trabajador, no será considerada una ausencia injustificada. Las ausencias comprobables por razones médicas o de emergencia que pueden sustanciarse con la correspondiente verificación, tampoco serán consideradas como ausencias injustificadas. Si embargo, el empleador se reserva el derecho a rescindir la relación laboral de los trabajadores que estuvieran ausentes por el motivo que fuere, si la cantidad de ausencias afecta sustancialmente las operaciones y productividad, en caso de que las ausencias no estuvieran sujetas a la Ley de licencia por razones médicas y familiares, la Ley de estadounidenses con discapacidades u otras disposiciones similares.

4. Los trabajadores deberán mantener sus lugares de vivienda que se les entregan, en buenas condiciones de limpieza y mantenimiento, considerando el desgaste normal por el uso, en cumplimiento con los requisitos aplicables para las viviendas según lo determinen las inspecciones habituales efectuadas por el empleador y los representantes gubernamentales. Por ejemplo, los huevos, carne y otros alimentos que requieran refrigeración deberán permanecer refrigerados; los platos y otros utensilios de cocina deberán limpiarse, y todos los contenedores de basura y residuos deberán mantenerse tapados. El empleador podrá inspeccionar las viviendas para el cumplimiento de estos requisitos en horarios razonables, y los trabajadores deberán informar a su supervisor o a la oficina del empleador, los daños o problemas de mantenimiento, ya sea por el desgaste normal por el uso o por actos cometidos por una persona. Los trabajadores cooperarán para mantener las áreas de estar y cocina comunes. No se permite ningún tipo de mascota.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish to have copies may ask their supervisor.
6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.
7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.
9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used, and lids must be kept on trash and waste receptacles.
10. Workers may not take unauthorized breaks from work.
11. Workers may not leave the field or other assigned work areas without permission of employer or person in charge.
12. Workers may not enter employer's premises without authorization.
13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
14. Workers living in employer's housing may not entertain guests in housing premises after 10 p.m. Sunday through Friday or after 11 p.m. on Saturday and may not have overnight guests at any time .
15. Workers may not deliberately restrict production or damage plants.
16. Any worker who physically threatens another worker, the employer, or any supervisor, with or without any tool or weapon, will be subject to immediate discharge.
17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.
18. Workers may not engage in horse play, scuffling, throwing things, wasting time, or loitering, including sitting in work vans or other equipment during work hours. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.
19. Workers will be discharged if they steal from fellow workers or the employer.
20. Workers will not falsify identification, personnel, medical, production or other related records.

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

5. Se colocarán todos los carteles que exija la ley federal y estatal en cada campamento. No se los debe retirar, distorsionar ni alterar de ningún modo. Los trabajadores que deseen copias podrán solicitarlas a su supervisor.
6. Toda vivienda debe quedar cerrada con llave cada mañana antes de partir al trabajo. Deben apagarse las luces y la calefacción innecesarias. Deben cerrarse las puertas y ventanas en caso de lluvia y cuando la calefacción esté encendida.
7. Los trabajadores que vivan en una vivienda del empleador a los que les fueron asignadas literas no podrán separarlas, ya que todos los ocupantes necesitan el espacio de piso para las camas.
8. Los trabajadores que viven en la vivienda del empleador no podrán cocinar en las habitaciones ni en ninguna otra área que no sea la cocina. El empleador provee los suministros y equipos para cocinar.
9. Los trabajadores no podrán arrojar papel, latas, botellas y otro tipo de basura en los campos, áreas de trabajo o instalaciones de la vivienda. Deberán utilizar los contenedores de basura y desechos, los cuales se deben mantener tapados.
10. Los trabajadores no podrán tomar recesos no autorizados del trabajo.
11. Los trabajadores no podrán trabajar en el campo o en otras áreas de trabajo asignadas sin permiso del empleador o de la persona a cargo.
12. Los trabajadores no podrán ingresar a las instalaciones del empleador sin autorización.
13. Los trabajadores no podrán comenzar a trabajar antes del horario de inicio programado o continuar con el trabajo después de la hora de cese.
14. Los trabajadores que viven en la vivienda del empleador no podrán recibir invitados en las instalaciones de la vivienda después de las 10 p. m. de domingo a viernes o después de las 11 p. m. los sábados, y los invitados no podrán pernoctar en ningún momento.
15. Los trabajadores no podrán restringir deliberadamente la producción ni dañar plantas.
16. Todo trabajador que amenace físicamente a otro trabajador, al empleador o a un supervisor con o sin una herramienta o arma será objeto de despido inmediato.
17. Todo trabajador al que se lo encuentre llevando, usando o en posesión de un arma peligrosa o letal será objeto de despido de manera inmediata.
18. Los trabajadores no podrán participar en juegos de manos, forcejeos, arrojar cosas, perder tiempo o merodear, ni sentarse en las camionetas de trabajo u otros equipos durante las horas de trabajo. Se despedirá a los empleados por pelear en las instalaciones del empleador, inclusive en las instalaciones de la vivienda, en cualquier momento.
19. Se despedirá a los trabajadores si roban a sus compañeros o al empleador.
20. Los trabajadores no falsificarán la identificación ni los registros de personal, médicos, de producción o de otro tipo relacionados.

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

21. Workers may not willfully or negligently abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property, including housing belonging to the employer or to other employees.
22. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor and with proper licensing. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
23. Workers must not misuse or remove any employer owned property from the farm premises without authorization.
24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office. This includes proper use of appropriate personal protective equipment ("PPE") and any safety equipment required to operate equipment safely.
25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.
26. Workers must not engage in discriminatory or unlawful harassment. Such harassment of co-workers, visitors, vendors or others because of any protected status, including race, sex, ethnicity, age, national origin, country of origin, and other categories protected by applicable provisions is forbidden. Workers must report potential violations to their supervisor or to the employer's office.
27. Workers may not use cellular telephones, theirs or the employer's, for personal use during work time. Workers may carry and are encouraged to use cellular telephones in case of a bona fide emergency.
28. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions.
30. Housing assignments will be made exclusively by the employer. Workers may occupy only the housing to which they are assigned. Workers may only sleep in rooms, areas, or units as assigned by the employer or designated supervisor. Workers may not reassign themselves nor switch housing assignments with other workers.

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

21. Los trabajadores no abusarán ni destruirán de forma intencional o negligente ninguna maquinaria, camión u otros vehículos, equipos, herramientas u otros bienes, incluidas las viviendas que pertenecen al empleador o a otros empleados.
22. Los trabajadores no podrán usar u operar camiones ni otros vehículos, máquinas, herramientas u otros equipos y bienes para los que el trabajador no fue específicamente asignado por su supervisor y con la licencia correspondiente. Los trabajadores no podrán usar u operar camiones u otros vehículos, ni herramientas u otros equipos o bienes para su uso personal a menos que tengan la autorización expresa del empleador.
23. Los trabajadores no deben usar de forma indebida ni retirar de las instalaciones del establecimiento agrícola ningún bien que pertenezca al empleador sin su autorización.
24. Los trabajadores deben obedecer todas las normas de seguridad y las prácticas de seguridad operacional comunes, y deben informar cualquier lesión o accidente de inmediato a su supervisor o a la oficina del empleador. Esto incluye el uso correcto de los adecuados equipos protectores del personal (Personal Protective Equipment, "PPE") y los equipos de seguridad requeridos para operar los equipos de forma segura.
25. Los trabajadores deben seguir las instrucciones del supervisor. La insubordinación es causal de despido.
26. Los trabajadores no deben participar en hostigamiento discriminatorio ni ilícito. Está prohibido el hostigamiento a los compañeros de trabajo, visitantes, proveedores u otros debido a alguna condición protegida, lo que incluye raza, sexo, etnia, edad, nacionalidad, país de origen y otras categorías protegidas por las disposiciones aplicables. Los trabajadores deberán informar a su supervisor o a la oficina del empleador acerca de las posibles violaciones.
27. Los trabajadores no pueden usar teléfonos celulares, propios ni del empleador, con fines personales durante el horario laboral. Sin embargo, los trabajadores podrán tener y usar teléfonos celulares en caso de una emergencia de buena fe.
28. Los trabajadores deberán trabajar a un paso sostenido y vigoroso, y hacer los esfuerzos de buena fe para trabajar con eficiencia y consistencia de modo razonable, considerando las condiciones climáticas y otras condiciones laborales.

30. La asignación de vivienda será efectuada exclusivamente por el empleador. Los trabajadores podrán ocupar únicamente la vivienda que les fue asignada. Los trabajadores solo podrán dormir en las habitaciones, áreas o unidades que les fueron asignadas por el empleador o el supervisor designado. Los trabajadores no podrán reasignarse ni cambiar viviendas con otros trabajadores.

H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

31. Occupants of housing must not cover or remove smoke alarms or remove batteries from smoke alarms, must not remove heaters from housing, must not discharge fire extinguishers (except for use during an emergency), must not remove fire extinguishers from housing, and must flush toilet paper after use (do not leave used toilet paper in waste basket).
32. Occupants may not interrupt other workers' rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 p.m. on Sunday through Friday, nor after 11:00 p.m. on Saturday.
33. Occupants of housing may not post or remove any notices, signs, posters, bulletin boards, or other such documents from the employer provided housing without permission from the employer.
34. In determining appropriate disciplinary action, the employer will consider the seriousness of the offense and the surrounding circumstances, including the safety of the employee and others, the apparent awareness of the individual that his action or conduct would or could have serious consequences or his failure to consider the consequences of his action or conduct, and other factors. The Employer reserves the right to impose immediate discharge for serious violations. In cases that appear to warrant less serious penalties and for which the employee takes responsibility for future conduct in accordance with the work rules and other provisions of the job order, employees who violate work rules may be disciplined according to the following schedule:
First offense: Oral warning and correction
Second offense: Written warning and unpaid leave for balance of pay
Third offense: Immediate discharge with written fact statement. Employee will be asked to sign written fact statement.

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

31. Los ocupantes de una casa no deberán cubrir ni remover las alarmas contra humo o incendio ni sus baterías, no deberán remover los calefactores de la vivienda, no deberán descargar los extinguidores de incendio (salvo por su uso en caso de emergencia), no deberán remover los extinguidores de incendio de la vivienda y deberán hacer correr el papel higiénico del sanitario después de usarlo (no deben dejar papel higiénico usado en el cesto de basura).
32. Los ocupantes no podrán interrumpir el período de descanso o sueño de otros trabajadores por ruido o conmoción excesivos. Los trabajadores no deben escuchar música a alto volumen después de las 9:00 p. m. de domingo a viernes ni después de las 11:00 p. m el sábado.
33. Los ocupantes de la vivienda no podrán publicar ni remover avisos, señales, pósteres, carteleras u otros documentos del empleador que ofrece la vivienda, sin el permiso del empleador.
34. Al determinar la medida disciplinaria apropiada, el empleador considerará la seriedad de la falta y las circunstancias relacionadas, lo que incluye la seguridad del empleado y de otras personas, el aparente conocimiento de la persona de que su acción o conducta tendría o podría tener serias consecuencias o de su falta de consideración de las consecuencias de esta acción o conducta, así como otros factores. El empleador se reserva el derecho de imponer el inmediato despido por violaciones graves. En los casos que aparentemente ameriten sanciones menos graves y para los cuales el empleado asume la responsabilidad para futuras conductas, de conformidad con las normas laborales y otras disposiciones en la orden de trabajo, los empleados que violen las normas laborales recibirán medidas disciplinarias de acuerdo al siguiente esquema:
Primera falta: Advertencia verbal y corrección
Segunda falta: Advertencia escrita y licencia no remunerada por la parte restante de pago
Tercera falta: Despido inmediato con declaración escrita de los hechos. Se pedirá al empleado que firme la declaración escrita de los hechos.

H. Additional Material Terms and Conditions of the Job Offer

u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

WORK RULES
Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.
Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of the day to three (3) days may be made in the case of less serious violations.
Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.
1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgment of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
2. No use of beer or liquor is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs, which includes abuse of prescription drugs prescribed for either the worker or for another person. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Prescription medication must be kept in its original container with the original pharmacy label attached. Employer will test for drug or alcohol use upon reasonable suspicion that the worker may be affected by drugs or alcohol that could adversely affect job performance or the work environment, including safety related performance of the worker or other persons.

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Pay Terms

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer reserves the right to pay a higher wage rate of bonus to any worker based on factors including: experience, tenure, or skill.

H. Additional Material Terms and Conditions of the Job Offer

w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - null

3. Details of Material Term or Condition (*up to 3,500 characters*) *

General Duties: Duties performed will include propagating plants from cuttings, grafting plants, preparing soil, planting, pruning, cutting, deadheading, pinching, trimming to shape, spacing plants, potting, fertilizing with granular or liquid fertilizer, cleaning work areas, transporting plant materials in the nursery and greenhouse areas, loading and unloading plants and all other duties associated with ornamental plant and tree production. Between harvesting, workers will be required to perform duties to prepare crops for marketing. Workers will unload and restock for storage. Duties include winter protection activities including moving, covering, and uncovering plants and applying or removing plastic from shelters. Clean and maintain equipment and facilities.

Workers will assist supervisors in communicating information regarding work duties and requirements and instructing other workers in planting, cultivating, harvesting techniques, grading, labeling, packing, and loading activities. Workers will serve as the lead worker in small crews.

Workers will work on their feet in bent, stooped and crouched positions and on ladders up to ten (10) feet in height for long periods of time. Employees must be able to lift and carry plant material or equipment ranging in weight from 50 to 80 pounds frequently throughout the work day. Work requires repetitive movements and extensive walking. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers are expected to work outside in all weather conditions including cold, snow, rain, and heat. Temperatures may range from 10 to 100 F. Workers may be required to work during rain and snow conditions that are not severe enough to stop field operations. Workers should be physically able to do the work required with or without reasonable accommodations. Work on Saturdays is required. Workers are expected to be at work on time every day work is available and to work the full work day as specified in this job order.

Employer reserves the right after employment to ask any employee to take a blood or urine test to determine whether he/she is under the influence of controlled substances, illegal drugs or alcohol at the employer's expense.

Employer will provide transportation between living quarters and the work site every day for workers who must be provided housing under the applicable regulations.

x. Job Offer Information 24

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	

3. Details of Material Term or Condition (*up to 3,500 characters*) *