



**U.S. Department Labor
Employment and Training Administration**

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

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

<p>1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/ Nombre y Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)</p> <p>Strathmeyer Forests, Inc. 255 Zeigler Road P.O. Box 70 Dover, PA 17315</p>	<p>Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</p>	
	<p>4. Industry Code/Código Industrial</p> <p style="font-size: 2em; text-align: center;">0811</p>	<p>5. Job Order No./Num. de Orden de Empleo</p> <p style="font-size: 1.5em; text-align: center;">2562265</p>
<p>2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo</p> <p>Five miles north of Dover, PA. Driving directions from the center of Dover, PA are attached.</p>	<p>6. Occupational Title and Code / Título Ocupacional y Código</p> <p style="font-size: 1.5em; text-align: center;">Agricultural Equipment Operator 45-2091</p>	
	<p>7. Clearance Order Issue Date / Fecha de Trámite</p> <p style="font-size: 1.5em; text-align: center;">2-14-2013</p>	
<p>Telephone number/Teléfono: (717) 292-5683 Fax: (717) 292-4129</p>	<p>8. Job Order Expiration Date / Fecha de Expiración</p> <p style="font-size: 1.5em; text-align: center;">8-18-13</p>	
	<p>8. Anticipated Period of Employment / Período Anticipado de Empleo</p> <p>From/ Desde: 4/13/2013 To/Hasta: 12/24/2013</p>	
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda</p> <p>Barracks on Zeigler Road within 1/2 mile of worksite. The employer will provide housing and bedding at no cost to workers who are not reasonably able to return to their usual place of residence each day. Housing includes a cement block structure accommodating 24 workers. That structure includes bathrooms with sinks, commodes, showers and facilities for clothes washing. Also includes food preparation and dining/social areas. An outdoor recreational area is also available.</p> <p>There is a newer barracks with similar facilities approximately 1/2 mile from the headquarters location. It is approved for 24 workers.</p> <p>There are phones for workers in each of the housing units.</p> <p>Workers will be assigned to housing by a designated company manager, and must occupy the quarters assigned to them. Workers recruited under this Job Order from within normal commuting distance will not be provided with housing. No person who is not an employee of Strathmeyer Forests, Inc. (see attachment)</p> <p>(If additional space is needed, use separate sheet of paper / Si necesitas más espacio, utilices otra hoja de papel)</p>	<p>10. No. of Workers Requested / Num. de Trabajadores Solicitados</p> <p style="text-align: center;">3</p>	
	<p>11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: <u>38</u></p> <p>Sunday / Domingo <u>0</u> Monday / Lunes <u>8</u> Tuesday / Martes <u>8</u> Wednesday / Miércoles <u>8</u> Thursday / Jueves <u>8</u> Friday / Viernes <u>6</u> Saturday / Sábado <u>0</u></p>	
<p>12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:</p> <p>Employer / Empleador Yes/ SI <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Local Office / Oficina Local Yes/ SI <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		

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13. Board Arrangements / Arreglo de Alojamiento

The employer will furnish cooking facilities, utilities, and utensils for workers to prepare their own meals. Employer will provide transportation to grocery store at least once a week for workers who wish to shop for food.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Job Services offices or other organizations making referrals should insure that all applicants are thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Applicants should be directed to the Careerlink office at the address and telephone number listed in Item 25. Only workers meeting all the qualifications for employment who are able (with or without reasonable accommodation), willing and qualified to perform the work, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to Strathmeyer Forests, Inc., 255 Zelgler Road, Dover, PA 17315 – (717) 292-5683. Applications will be accepted from 8:00 A.M. to 4:30 P.M., Monday through Friday.

Documentation of identity and employment authorization sufficient to complete an I-9 Form as required by the Immigration Reform and Control Act must be in the possession of the worker at the time the worker reports for work and will be examined, to the extent permitted by law, by the employer as a condition for completing the hiring process. Referring local offices should fully apprise workers of this requirement and how to fulfill it, and help to assure that workers referred on this order are legally entitled to work in the United States and possess the necessary documents to complete an I-9 Form.

15. Job Specifications / Especificaciones del Trabajo

Workers must be able (with or without a reasonable accommodation as required and defined by law), willing, qualified, and available to perform the work at the place and during the times described in this job order. This job requires a minimum of 3 months (or 585 hours) of prior experience working in a tree and shrub nursery and/or Christmas tree farm operating unloaders that can be fitted with a hydraulic digger, fork lift, bucket and/or tree boss. The unloader operator oversees and works with a 5-7 person ball and burlap digging crew to carry out assigned tasks. Harvests balled and burlapped trees according to specifications for particular variety and size of tree. Operator digs tree with hydraulic digger and moves tree to position above burlap and wire basket. Sets tree on burlap. When crew has completed tying and stapling burlap and crimping wire basket, unloader operator uses fork, bucket or tree boss attachment to load trees on dump trucks or trailers. Workers should be able to perform all duties of other members of digging team. Workers hired or promoted into this occupation will be subject to a trial period of up to two weeks during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer in its sole discretion, the worker may be offered another appropriate position if one is available.

Unloader operators may spend all day in one activity, or may be required to shift among activities. During periods when unloader operation is not required, workers will be expected to do other tasks associated with the planting, cultivating, and harvesting of trees, shrubs and Christmas trees.

(If more space is needed, summary of Material Job Specifications in ENGLISH can be included in separate document, and may also be included in SPANISH)

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16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions / Deducciones	Yes/Sí	No	Pay Period / Período de Pago
Unloader	\$ 10.87	\$		Social Security / Seguro Social	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax Impuestos Estatales	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro (específica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago
 Unloader operators will be paid a base hourly rate of \$10.87 per hour. If a higher controlling wage becomes applicable during the period of employment covered by this job order, (see attached)

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

17. Transportation Arrangements / Arreglos de Transportación
 For workers who complete 50 percent of the period of employment, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. Subsistence will be \$12 per day without documentation and in accordance with the current Federal Register notice for workers with receipts. The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved. If the worker completes the period of employment, the employer will provide or pay for the worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer.

For the purposes of the above reimbursement, the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work until the anticipated ending day of employment shown in above. (See attached for more details).

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

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

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

19. Unemployment Insurance provided? Seguro de Desempleo? Yes/Sí No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador: Yes/Sí No

21. Are tools provided at no charge to the workers? / Se les proveen herramientas sin costo alguno a los trabajadores? Yes/Sí No

22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")
 None/Ninguno

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<p>23. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None") / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno")</p> <p>None/Ninguno</p>	
<p>24. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono) 841 Vogelsong Road York, PA 17404</p>	<p>25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa) William Thorr (717) 767-7600</p>
<p>26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.</p> <p><i>Fred R. Strathmeyer</i> VP/owner Employer's Signature & Title/ Firma y Título del Empleador</p> <p style="text-align: right;">Date: February 12, 2013</p>	
<p>READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractual a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.</p>	
<p>Public Burden Statement The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.</p>	

ETA Form 790 (Revised Oct. 2010)
Previous versions not usable

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Strathmeyer Forests, Inc.

ATTACHMENTS TO ETA-790 -- AGRICULTURAL CLEARANCE ORDER

Unloader Operator

Employer agrees to abide by the assurances at 20 CFR § 653.501 and at 20 CFR § 655.136 and assures that the employer will provide a copy of the work contract to each worker in this occupation no later than on the day work commences.

Item 2. Location and Directions to Work Site.

Strathmeyer Forests, Inc. raises trees and shrubs on approximately 2,400 acres on more than twenty farm locations. The company headquarters are located at:

255 Zeigler Road
Dover, PA 17315

Zeigler Road is $\frac{3}{4}$ of a mile northwest of Dover, Pennsylvania on the west side of PA 74.

Item 3. Location and Description of Housing.

Workers will be assigned to housing by a designated company manager, and must occupy the quarters assigned to them. Workers recruited under this Job Order from within normal commuting distance will not be provided with housing. No person who is not an employee of Strathmeyer Forests, Inc. and has not been assigned housing will be permitted to occupy the housing.

Women workers will be provided with sleeping facilities shared with other female workers and toilet facilities in accordance with regulations. Dining and other common areas may be shared or separate cooking facilities will be provided.

No tenancy is created in employer provided housing beyond that of Commonwealth of Pennsylvania law. Workers provided housing under the terms of this clearance order shall vacate the housing promptly upon termination of employment with Strathmeyer Forests, Inc. in accordance with said law.

Housing will be clean and in compliance with applicable OSHA Housing Standards or local rental housing standards when made available for occupancy. Workers occupying the housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and for compliance with Strathmeyer Forests' "Labor Camp Rules and Regulations" which will be provided upon assignment to the housing. Failure to comply with these rules will result in disciplinary action as described in the attached "Field Worker Work Rules and

Disciplinary Procedures". Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings.

Mail intended for workers occupying Strathmeyer Forests' farmworker housing should be addressed to the worker in care of Strathmeyer Forests, Inc. at the address listed below:

Strathmeyer Forests Seasonal Housing
255 Zeigler Road, PO Box 70
Dover, PA 17315

In case of emergency only, workers occupying this housing can be contacted by calling Strathmeyer Forests at (717) 292-5683 during normal business hours.

The original barracks housing is located approximately 1/4 mile from the company's office on Zeigler Road, and the newer housing is 1/2 mile from the office. The newer barracks has the following address:

Strathmeyer Forests Seasonal Housing
560 Zeigler Road
Dover, PA 17315

Item 10. Number and Type of Workers Requested

The employer's total work force need in this occupation for this period of employment is 6, of which the employer anticipates hiring 3 former domestic employees and 0 new domestic workers. Therefore, the employer is requesting 3 workers through the interstate (ARS) system.

Item 11. Anticipated Hours of Work Per Week.

The scheduled work week is 38 hours, consisting of 8 hours per day Monday through Thursday and 6 hours on Friday. During the heavy digging and planting period in April and May, work is often available (but not guaranteed) seven days a week with 70 or more hours available. From June through September, extra hours are limited. During the Christmas tree harvest in October, November and December, work is again often available (but not guaranteed) seven days a week, with 70 or more hours of work available.

This is regular, full-time work requiring the worker to be available for work on a daily basis as needed. This is not "day work". Excessive tardiness and/or absences will not be tolerated and may result in disciplinary action, up to and including termination of employment.

The normal spring workday is 7:00 a.m. to 3:30 p.m. with an unpaid lunch break. During the summer, the time shifts to 6:00 a.m. to 2:30 p.m. In September, the workday is adjusted back to 7:00 a.m. to 3:30 p.m. The work day may begin earlier or later on any given day. Workers will be instructed the previous evening if there is any change in the starting time. Workers may

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receive less work or be requested to work more hours on any given day depending upon conditions in the fields, and market demand. Workers may be requested but will not be required to work on the worker's Sabbath and/or on a Federal holiday.

The employer anticipates that it will be able to provide United States workers referred through this Clearance Order with 38 hours of work for the week beginning with the anticipated date of employment shown in Item 9, unless the employer amends the date of need in accordance with 20 CFR § 653.501(d) (2) (v). If a worker arrives less than a week before the start date (unless changed in accordance with 20 C.F.R. § 653.501(d)(2)(v)), the amount of work will be reduced proportionately. The employer may require the worker to perform alternative work if this guarantee is invoked. Alternative work will include any available field work, general nursery labor and nursery maintenance activities, including mending, repair, maintenance or preparation of fences, housing and other nursery buildings, and equipment.

The employer guarantees to offer the worker employment for at least three-quarters of the workdays of the total contract period and all extensions thereof, beginning with the first workday the worker is at the employer's farm and is ready, willing, able, qualified, and eligible to work, and ending on the expiration date shown in Item 9 or any extension thereof. For the purposes of this guarantee a workday shall mean 8 hours Monday through Thursday and 6 hours on Friday and shall exclude the worker's Sabbath and Federal holidays. The worker may, however, be offered more hours of work than listed above, and may be offered work on the worker's Sabbath and on Federal holidays.

If the employer fails to offer the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker accepted the employer's offer of the guaranteed number of workdays. In determining whether the period of guaranteed employment has been met, the employer will count all hours of work actually performed (including, but not limited to, hours over 8 voluntarily worked Monday through Thursday and 6 hours on Friday and hours otherwise worked on other days) and any hours which the worker fails to work, up to a maximum of 8 hours on Monday through Friday, and 5 hours on Saturday, when the worker has been offered an opportunity to work.

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

If, before the ending date of the period of employment set forth in Item 9, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, hurricane, adverse crop conditions or other Act of God which makes the fulfillment of the anticipated period of employment impossible, the employer may terminate the worker's employment. In the event of such termination, the employer will fulfill the above guarantee for the period that has elapsed from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work, until the date employment is terminated. In such cases the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, the employer will offer to return the

worker at the employer's expense, to the place from which the worker, disregarding intervening employment, came to work for the employer.

Item 12. Collect Telephone calls.

Collect telephone calls will be accepted by Strathmeyer Forests, Inc. at the telephone number listed in Item 25 from Job Service placement personnel of applicant holding offices only Monday through Friday from 8:00 a.m. to 4:30 p.m. Collect telephone calls will not be accepted from individual applicants. Applicants should be thoroughly screened as requested in Item 14 before referring officials place collect telephone calls. Persons wishing to apply by collect telephone must apply through the Job Service.

Item 15. Job Specifications.

(continued from ETA Form 790)

The unloader operator sets the pace of 150-300 balled and burlapped trees per day for the digging team. All work must be performed carefully according to instructions to avoid damage to stock.

Must be able to work outdoors in dusty and dirty conditions, in extremes of heat and cold, and in inclement weather. Must be able to crouch, bend, and reach, and lift and carry items weighing up to 75 pounds. Must be able to listen to, understand and follow instructions of supervisors.

Employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in fields.

Strathmeyer Forests Inc. produces high quality conifers and shrubs and Christmas trees primarily for mass merchandisers, other wholesale nurseries, retail nurseries and garden centers. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work can not and will not be tolerated.

Instructions and general supervision will be provided by a company supervisor. Technical horticultural activities may be closely supervised. However, unloader operators will be expected to perform their general duties in a timely and proficient manner without close supervision.

The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment, or termination of employment as described in the Strathmeyer "Field Worker Rules and Disciplinary Procedures" attached hereto.

Workers may not report for work while under the influence of alcohol or drugs. The possession or use of illegal drugs or alcohol (exception is made for moderate alcohol

consumption in company housing during non-working hours in accordance with camp rules) on Company property is prohibited and will be cause for termination.

All tools and equipment necessary to perform required tasks will be provided by the employer at no cost to the worker. Workers will be charged for willful damage or loss to tools or equipment.

Item 16. Wage Rates - Special Pay Information and Deductions

(continued)

Should the legally required minimum agricultural wage be reduced during the period of this job order, the employer reserves the right to proportionally reduce the offered wage, on or after the effective date of the reduced minimum wage.

Workers returning to Strathmeyer in the unloader position may receive a longevity increase of up to \$0.75 per hour for prior service as a unloader at Strathmeyer.

In-season raises of up to \$1.00 per hour may be given for superior performance.

The employer may pay an end of season bonus to workers who complete the season.

Workers will be paid weekly by check or by cash with an accompanying voucher. The payroll week is Sunday through Saturday. Workers will be paid not later than Saturday for work performed the preceding week. The employer will make the following deductions: FICA (if applicable); Federal income tax withholding (if applicable); State withholding (if applicable); repayments of loans (in accordance with law); long-distance telephone charges incurred by the worker (if any); recovery of any loss to the employer due to damage (beyond normal wear and tear) or loss of equipment, housing or furnishings caused by the worker (if any); and deductions expressly authorized by the worker in writing (if any). Strathmeyer will comply with all laws relating to the payment of any applicable Federal or state minimum wage.

The employer will furnish to the worker on each payday a written statement of the worker's total earnings for the pay period, the worker's hourly rate of pay, the hours of work offered to the worker (broken out by hours offered in accordance with and over and above the three-quarters guarantee), the total hours actually worked by the worker, and an itemization of all deductions made from the worker's wages.

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

Employees are provided Unemployment Insurance coverage in accordance with Pennsylvania law for agricultural employers.

Item 17. Transportation Arrangements.

(continued)

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance.

Return transportation will not be provided to workers who voluntarily abandon employment before the end of the employment period or who are terminated for cause.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

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

In the event of the death of a worker during the time the worker is employed under this job order, the worker's remains will be returned to the worker's permanent home at no cost to the worker or the worker's family.

Item 25. Workers' Questions

Workers who have questions about this order may call the telephone number listed for the order holding office in Item 19 of the ETA 790.

WORK RULES AND DISCIPLINARY PROCEDURES

Strathmeyer Forests, Inc. produces high quality trees and shrubs. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work and unsafe working conditions can not and will not be tolerated.

The following acts are expressly prohibited:

1. Being absent from work without excuse, late in arriving at work, or late in beginning to work.
2. Clocking of another person's time badge, failure to report an accidental clocking, or asking another person to clock your badge.
3. Sleeping, wasting time or loitering during working hours.
4. Being absent from your work area or quitting work early without permission.
5. Insubordination or refusal to carry out a job assignment or instruction of your supervisor or management.
6. Unsatisfactory performance.
7. Soliciting of any kind during "working time" on Company property.
8. Falsifying information on an employment or insurance application, or omitting information from Company records, or failing to disclose information which should be known by the Company.
9. Making a false statement -- written or verbal -- including, but not limited to, statements regarding work-related and non-work-related injuries or illnesses.
10. Revealing confidential business information to any person including, but not limited to, employee lists or Company records.
11. Duplicating keys without permission.
12. Admitting a non-employee or visitor onto Nursery property during working hours without prior approval of your supervisor.
13. Accepting a personal gift in the course of conducting company business with vendors or customers.
14. Removing notices, or tampering with bulletin boards or signs.

15. **Stealing, borrowing, wasting, destroying or unauthorized removal of any Company property.**
16. **Operating any Company equipment or vehicle without supervisor authorization. Only designated workers may drive company vehicles during non-working hours.**
17. **Driving any vehicle on company property without a legal license to drive that vehicle.**
18. **Failing to observe Company safety rules or Federal or State requirements.**
19. **Not immediately reporting any damage or breakdown occurring to Company equipment or property.**
20. **Intentionally mishandling plants.**
21. **Consuming, possessing, selling, or being at work under the influence of alcohol or illegal drugs.**
22. **Using profane, abusive, or derogatory language.**
23. **Threatening, intimidating, coercing or interfering with any employee.**
24. **Striking, fighting with, or pushing another person on nursery property at any time, even if provoked.**
25. **Possession of any weapon or explosive, including fireworks, on the premises without specific written permission signed by a Company officer.**
26. **Conviction of a felony.**
27. **Harassment. All types of harassment—verbal, visual, physical and/or sexual harassment—are prohibited**
28. **Any other conduct which, in the sole discretion and opinion of the company, is adverse to the interests of the Company or contrary to the standards of conduct expected in the workplace.**

An employee who commits or engages in any of the foregoing prohibited acts will be subject to disciplinary action. The list is not exhaustive because it is not possible to describe every action that could lead to disciplinary action. DISCIPLINARY ACTION MAY INCLUDE WARNING, REPRIMAND, SUSPENSION OR TERMINATION, DEPENDING ON THE CIRCUMSTANCES.