



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

A. Job Offer Information

1. Job Title * Floating General Greenhouse Worker							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	55	45	3. First Date * 12/12/2023	4. Last Date * 6/1/2024			
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 (an entry is required for each box below) *						7. Hourly Work Schedule *	
45	a. Total Hours	6.5	c. Monday	6.5	e. Wednesday	6.5	g. Friday
6.5	b. Sunday	6.5	d. Tuesday	6.5	f. Thursday	6	h. Saturday
						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 / Estimated Hourly Rate / Special Pay Information \$	
\$ 16 .34		☒ HOUR ☐ MONTH		\$.			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						☐ Yes ☒ N/A	
10. Frequency of Pay: * ☐ Weekly ☒ Biweekly ☐ 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.) See Addendum C							

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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 <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☒ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>50</u> lbs.		☒ j. 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) This job requires a minimum of 3 months of agricultural experience working in a greenhouse handling manual tasks associated with production of flowers, nursery stock and vegetables. Workers must be able to perform manual tasks with accuracy and efficiency. Saturday work required. Must be able to lift/carry 50lbs. Employer-paid post-hire drug testing required upon reasonable suspicion of use.			

C. Place of Employment Information

1. Place of Employment Address/Location *			
17999 Weld County Road 4			
2. City *	3. State *	4. Postal Code *	5. County *
Brighton	Colorado	80603	Weld
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
Employer owns and/or controls all worksites.			
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 ☐ N/A

D. Housing Information

1. Housing Address/Location *			
3326 W. 64th Ave.			
2. City *	3. State *	4. Postal Code *	5. County *
Denver	Colorado	80221	Adams
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public		1	30
9. Identify the entity that determined the housing met all applicable standards: *			
☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☒ Yes ☐ N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per 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 does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

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.)

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

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions



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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.)

See Addendum C

2. Telephone Number to Apply *
+1 (303) 318-8000

3. Extension §
N/A

4. Email Address to Apply *
N/A

5. Website Address (URL) to Apply *
www.connectingcolorado.com

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:

- 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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural 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).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- 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).
- 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), .210(d), or .302(c).



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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 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be 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 place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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).



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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 CFR 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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). 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), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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



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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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 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 first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(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/or 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 * Kluth	2. First (given) name * William	3. Middle initial § A
4. Title * General Manager		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 10/24/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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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 §
Tagawa Greenhouse Enterprises, LLC	15000 Picadilly Road Brighton, Colorado 80603 WELD		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	5565 McIntyre St Golden, Colorado 80403 JEFFERSON		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	5180 Indiana St. Golden, Colorado 80403 JEFFERSON		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	1471 S Havana St Aurora, Colorado 80012 ARAPAHOE		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	6400 W 92nd Ave Westminster, Colorado 80031 ADAMS		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	7900 W Quincy Pl Littleton, Colorado 80127 JEFFERSON		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	8686 Park Meadows Dr Lone Tree, Colorado 80124 DOUGLAS		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	600 Marshall Rd Superior, Colorado 80027 BOULDER		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	16375 Washington St Thornton, Colorado 80023 BROOMFIELD		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	4705 Weitzel Street Fort Collins, Colorado 80528 LARIMER		12/12/2023	6/1/2024	55

D. Additional Housing Information

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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 §
Tagawa Greenhouse Enterprises, LLC	205 E. Ken Pratt Blvd. Longmont, Colorado 80501 BOULDER		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	5195 Wadsworth Blvd Arvada, Colorado 80002 JEFFERSON		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	18414 Cottonwood Dr. Parker, Colorado 80138 DOUGLAS		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	4000 S River Point Dr Sheridan, Colorado 80110 ARAPAHOE		12/12/2023	6/1/2024	55
Tagawa Greenhouse Enterprises, LLC	4741 N Airport Way Denver, Colorado 80239 DENVER		12/12/2023	6/1/2024	55

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☒ Employer-provided ☐ Rental or public accommodations	1812 Zephyr St. Lochbuie, Colorado 80603 WELD	House	1	13	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	905 Plum Ave. Lochbuie, Colorado 80603 WELD	House	1	15	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	17999 WCR 4 # IH Brighton, Colorado 80603 WELD	House	1	4	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	17999 WCR 4 # IT Brighton, Colorado 80603 WELD	Mobile Home	1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	6402 Simms St. Unit #1 Arvada, Colorado 80004 JEFFERSON	Ralston Part Apartment #1	1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☒ Employer-provided ☐ Rental or public accommodations	6429 Quail St. Unit # 228 Arvada, Colorado 80004 JEFFERSON	Ralston Park Apartment #228	1	6	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	10810 CR 22 Fort Lupton, Colorado 80621 WELD	House	1	21	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	157 Birch St Hudson, Colorado 80642 WELD	House	1	14	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☒ Employer-provided ☐ Rental or public accommodations	21750 East 152nd Ave Brighton, Colorado 80601 ADAMS	House	1	14	☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____
☐ Employer-provided ☐ Rental or public accommodations					☐ Local authority ☐ SWA ☐ Other State authority ☐ Federal authority ☐ Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Employers will accept applications from any source. Interested candidates should first contact their local State Workforce Office. Interested candidates are to review the terms, conditions, and nature of employment as shown on the ETA 790 and its corresponding attachments. Candidates who may legally work in the United States and have a copy of the job should call Aaron TeCrony at (716) 664-0408 Monday through Thursday 8:00am to 11:00 pm mountain time to schedule an interview. NO APPLICANTS ARE TO JUST SHOW UP WITHOUT A SCHEDULED INTERVIEW. Workers should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone. Over the phone interviews (for nonlocal applicants) will be done once employer has received written confirmation that the employer has complied with all disclosure requirements in accordance with MSPA 20 CFR 500.76. Participation and monitoring of the interview process by SWA staff guarantees proper disclosure of the terms and conditions and protects the integrity of the interview process. Workers should be fully apprised by the local employment office of the terms, conditions, and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Completing an application is part of the interview process. Workers are screened for compliance with the following criteria: 1) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non-local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the job order from within normal commuting distance will not be provided with housing, subsistence, and transportation. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete USCIS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.			

b. Job Offer Information 2

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 (<i>up to 3,500 characters</i>) * The Employer will not advance transportation nor subsistence costs for transportation to the place of employment. Employer reserves the right to arrange transportation in advance. Employer may provide a charter bus free of charge for the group of workers. If no such charter bus is available, employer will provide workers with tickets on reasonable common carrier, pick them up at carrier station, and take them to worker housing free of charge. Workers who choose not to use employer-chartered transportation will be reimbursed for local travel between the charter pick-up/drop-off point and their home. If the worker declines employer-arranged common carrier transportation, then the employer will reimburse the most economical common carrier rate for transportation. Daily subsistence will be given per program rules. The same will be true for outbound subsistence and transportation. The employer will not be responsible for providing the cost of return transportation and subsistence from the place of employment to the place of recruitment if the worker voluntarily abandons the job or is terminated for just cause.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - null
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * For workers eligible for housing benefit, Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksites at no cost to the worker. 20 CFR 655.122(h)(3). 4 vans with a capacity of 14 passengers will be provided for daily transportation. These vehicles will be properly inspected and permitted per Colorado state laws as well as the H-2A program rules.			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties, Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Must report for work daily wearing work clothing and boots or other durable foot wear. Shorts, bathing suits or other casual clothing not permitted. Workers wearing clothing inappropriate for work will not be permitted to start work. See attached for full dress code/ badge policy. Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers expected to perform basic duties in a timely and proficient manner without close supervision. Workers must obey all safety rules and basic instructions and be able to recognize, understand and comply with safety, pesticide warning/re-entry and other essential postings. Workers must operate equipment, with or without direction, in a manner that protects operator, visitors, other workers, products, trees, crops and equipment. Failure to comply with safety requirements and operating instructions may result in termination. Use, possession, transfer, offer, sale or manufacture of marijuana and/or controlled substances strictly prohibited. All work sites are alcohol and drug free work places.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 2
3. Details of Material Term or Condition (up to 3,500 characters) * Employees must not report for work, enter the employers' property or perform service while under the influence of or having used alcohol, marijuana, illegal controlled substances, or any other substance that may in any way adversely affect their alertness, coordination, reaction or safety. Employer-paid post-hire drug testing is required upon reasonable suspicion of use. Persons seeking employment in this position must be available for the entire period requested by the employer. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. All workers will be subject to a trial period of up to five days during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker if the employer reasonably finds worker's performance during the trial period to be unacceptable. Workers employed under the contract must be vaccinated for COVID-19, or willing to promptly receive vaccination upon its availability. Workers may request an exemption to this requirement based on a qualified disability under the Americans With Disabilities Act (ADA), areligious objection under the Civil Rights Act of 1964, or other legally-protected rights. Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Workers will have an unpaid lunch break. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers may be required to work nightshifts during peak season. Each worker will be assigned to a shift with varying start times. TERMINATION. All workers will be subject to a five-day trial period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the trial period if the worker's performance fails to satisfy the employer's reasonable expectations, or is other wise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the five day trial period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination.			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 3
3. Details of Material Term or Condition (up to 3,500 characters) * Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large. These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. Violation of any lawful, job-related employer requirements, including these Work Rules, are grounds for immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion. 1. Workers must comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all employer-provided property. 2. Workers must perform work carefully and in accordance with employer's instructions. Workers performing sloppy work may be suspended without pay for the remainder of a workday or for up to three days, depending on the degree of infraction, the worker's prior record, and other relevant factors. Employer may discharge worker for subsequent offenses. 3. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day (e.g. during meals). Workers may not report for work under the influence alcohol or illegal drugs. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing. 4. Workers must be present, able, and willing to perform every scheduled workday at the scheduled time unless excused by employer. Employer does not permit excessive absences and/or tardiness. Workers must report any absence from work by 7:00 AM. Employer may terminate any worker who abandons employment (five consecutive work days of unexcused absence). 5. Workers must keep employer-provided living quarters and common areas neat, clean, and in good repair, except for normal wear and tear. Workers must cooperate in maintaining common kitchen and living areas. Employer does not permit pets of any kind. Workers must occupy housing that employer assigns to them. 6. The worker will be held responsible for maintaining employer-provided housing clean and in same condition it was in upon occupancy. Damage must be reported to employer immediately. Reasonable cleaning and repair costs of damage will be charged to workers found responsible for such damage. Employer will inspect housing at random intervals. Failure to maintain housing in clean condition and to reimburse employer for damage will be basis for discipline or termination in accordance with employer policies. 7. Workers may not remove, deface, or alter any employer notices or posters required by federal and state law. Workers may request copies of posters. 8. Workers living in employer-provided housing must lock the housing and turn off all lights, electronics, and unnecessary heat before leaving for work each morning. Workers must close all doors and windows while using heat and during adverse weather conditions. 9. Workers assigned to bunk beds in employer provided housing may not separate bunk beds.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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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 - Job Duties Continued 4
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 10. Workers may not cook in living quarters or any other non-kitchen areas in employer-provided housing. Employer furnishes cooking facilities and equipment. 11. Workers may not leave paper, cans, bottles and other trash in fields, work areas, or on housing premises. Workers must properly use trash and waste receptacles. 12. Workers may not take unauthorized breaks from work. 13. Workers may not sleep, waste time, or loiter during working hours. 14. Workers may not leave the field or other assigned work area without permission of employer or supervisor. 15. Workers may not enter employer's premises without authorization. 16. Workers must be present at their assigned worksite at the scheduled start time. Workers may not begin work prior to scheduled starting time or continue working after stopping time. 17. Workers may not entertain guests in employer-provided housing premises after 10:30 PM, except on Saturdays when guest hours end at 12:00 midnight. No persons, other than workers assigned by employer, may sleep in housing. 18. Workers may not deliberately restrict production or damage products/commodities. 19. Workers may not physically threaten other workers, the employer, supervisors, or members of the public with any tool or weapon. Workers who violate this rule may be subject to immediate termination. 20. Workers are prohibited from harassing others and engaging in abusive behavior of any kind. Workers who physically, sexually, or verbally harass other workers, the employer, supervisors, or members of the public may be subject to immediate termination. 21. Workers may not fight on employer's premises, including housing, at any time. Workers who violate this rule may be subject to immediate termination. 22. Workers may not carry, possess, or use any dangerous or deadly weapon. Workers who violate this rule may be subject to immediate termination. 23. Workers may not steal from other workers or the employer. Workers who violate this rule may be subject to immediate termination. 24. Workers may not falsify identification, personnel, medical, production or other work-related records. 25. Workers may not drive any vehicles on employer's property without proper licensing, if required. 26. Workers may not abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other workers. 27. Workers must report any damage or breakdown to equipment, tools, or other property belonging to the employer. 28. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property that has not been specifically assigned to worker by the employer or supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for personal use unless expressly authorized by the employer. 29. Workers may not misuse or remove from the farm premises without authorization any employer-owned property. 30. Workers may not accept personal gifts from employer's vendors or customers without employer's authorization. 31. Workers must obey all safety rules and common safety practices. Workers must report any injuries or accidents promptly to the employer or immediate supervisor. 32. Workers must follow supervisor's instructions. Insubordination is cause for termination.			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 5
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * 33. Workers may not reveal confidential or proprietary business information to any third-party. Confidential information includes, but is not limited to, worker lists, customer lists, financial information, or other business records. 34. Workers must obtain employer's permission to make long distance telephone calls on employer's telephone line. Employer will charge worker for the costs of any unauthorized long distance calls. 35. Except as otherwise noted above, employees who violate any of these Work Rules will be disciplined according to the following schedule: First Offense: Oral warning and correction. Second Offense: Written warning and unpaid leave for balance of day. Third Offense: Immediate termination. Worker will be asked to sign written fact statement.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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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 - Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Crops/Commodities: flowers, plants, vegetables, plugs, liners. Daily tasks vary based on time of the year and product lines, but work assigned and required of floating greenhouse workers includes the following tasks: Plant, cultivate and maintain nursery seedlings and plants, including perennials, bedding plants, plugs, liners, vegetable plants and hanging baskets in condition for shipping and sale to customers. Pot/plant seedlings, fill and label trays, move product to greenhouses, and organize product on docks for loading, pull and assemble orders in accordance with instruction. Attach hangers to baskets and hang throughout seasonal holding houses. Move containerized plants using rolling carts, load/unload trucks and product from conveyor belt. Mix/prepare soil/growing media, fill trays/containers with soil/growing media. Prepare plants for digging by tying or wrapping as necessary. Dig plants. Drum lacing and quarter lacing. Wrap burlap or other covering around root balls and secure with twine and/or staples. Crimp wire baskets. Must understand nursery quality control standards and have working knowledge of production procedures. Must harvest crops according to specific standards. Must select and harvest crops pursuant to customer needs. Products must be handled carefully to prevent damage. Perform ditching, shoveling, hoeing, hauling, ground preparation, and other manual tasks. Bending, stooping and kneeling required. Use hand tools including but not limited to hoes, shovels, shears, clippers, loppers, and saws. Use scissors/small knife to prune or take cuttings from stock plants for propagation purposes. Lift, carry, and load/unload products or supplies. Push/pull racks on wheels of up to 100 lbs filled with product and/or by hand to designated areas or onto the dock/trucks according to process order. Install/maintain irrigation systems and water lines. Move and install irrigation pipes and equipment. Water/irrigate plants or apply fertilizers/pesticides/fungicides using a hose/wand when automated irrigation equipment is not available. Dig and maintain ditches. Install and remove levee gates. Clear debris from field and clean/maintain farm buildings, structures, equipment, and work areas. Assist with farm building/field maintenance and repairs. Build/repair fences. Work is done in the greenhouse/farmhouse for long periods of time. Workers may assist in handling product weighing up to 50 pounds and lifting to a height of 5 feet. Workers must work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking. Work required in outdoor facilities/growing structures and/or fields when plants are wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures during working hours can range from 10 to over 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop operations. Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Workers should be able to do the work required with or without reasonable accommodation. Workers may assist with loading and unloading product and setting up displays at delivery locations.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 0.5
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Supervisors routinely check-in with workers, however workers may be required to work independently, or in small groups following supervisor instructions is given to a primary contact within the group and only check-in periodically related to progress. Must report for work daily wearing work clothing and boots or other durable foot wear. Shorts, bathing suits or other casual clothing not permitted. Workers wearing clothing inappropriate for work will not be permitted to start work. See attached for full dress code/ badge policy. Supervisor(s) will provide instructions and directions to workers. Workers must be able to comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers expected to perform basic duties in a timely and proficient manner without close supervision. Workers must obey all safety rules and basic instructions and be able to recognize, understand and comply with safety, pesticide warning/re-entry and other essential postings. Workers must operate equipment, with or without direction, in a manner that protects operator, visitors, other workers, products, trees, crops and equipment. Failure to comply with safety requirements and operating instructions may result in termination. Use, possession, transfer, offer, sale or manufacture of marijuana and/or controlled substances strictly prohibited. All work sites are alcohol and drug free work places.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions
3. Details of Material Term or Condition (up to 3,500 characters) * DEDUCTIONS. Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage.			

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Continued
3. Details of Material Term or Condition (up to 3,500 characters) * Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence. In accordance with 8 CFR 214.2(h)(5)(xi)(A) and 20 CFR 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. RAISES/BONUSES. 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 individual factors including work performance, skill, and tenure. ADDITIONAL PAY DETAILS. Employer will pay then-current AEWR or as amended by law or program rules. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed. Employer will pay each worker by check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is bi-weekly. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA). Workers are only eligible for over time pay if required by state law. Workers shall accrue one (1) hour of unpaid sick time for every 30 hours worked (to a maximum of 48 hours per year). Unused sick time will be carried over to the following year. Workers terminated for cause or who voluntarily resign employment shall forfeit all unused sick time, unless the worker is rehired the following season. Effective November 1, 2022, overtime pay will apply to worker formed in Colorado. ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES. REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations. NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order. DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Wage/Payment/Employment Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * RAISES/BONUSES. Employer reserves the right to pay higher than the stated wage rate or bonuses to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure. Raises and/or bonuses may be offered at the company's sole discretion. This is not promised or guaranteed. Employer will pay each worker by check, pay card, and/or direct deposit (employer pays any associated fees). The payroll period is bi weekly. Workers are only eligible for overtime pay if required by state law. Workers may only work for Tagawa Greenhouse Enterprises, LLC between the start and end dates of this petition, and only at the jobsites listed in this petition. Violation of this will result in termination. Prohibition of charging fees: No workers are allowed to charge other workers any fees PERIOD. This includes kickbacks, bribes, recruitment, attorney, processing, placement fees to include, free labor, or any other type of fee or service. Workers being asked for fees or services should report this immediately to employer. Workers caught charging or requesting fees will be terminated immediately. Duty to leave: Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer. Workers' Compensation Information: Policy Holder: Tagawa Greenhouse Enterprises, LLC Carrier and Policy Number: Pinnacol Assurance #4119496 Contact person to report a claim, Ashlie Mohr			

n. Job Offer Information 14

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.