

Job is temporary from 04/01/2022 to 11/30/2022.

15 temporary, full-time landscaping & groundskeeping workers needed in New Castle County, DE, beginning on or about 04/01/2022 and ending on or about 11/30/2022. Job duties include landscaping and maintaining grounds using hand or power tools or equipment. All work is performed outdoors during all types of weather conditions. Must be able to lift and carry 75#. Must be able to lift 75# to shoulder height repetitively throughout the working day. The minimum offered wage rate that workers will be paid is \$16.87 per hour. No minimum education requirement. On-the-job training not available. Expected working hours are 8AM to 4:00PM, Mon-Sat, with irregular hours, some overtime available but not guaranteed. O-T hourly wage is \$25.31. Raises, bonuses, and/or incentive pay may be offered at the employer's sole discretion based on individual factors including but not limited to work performance, skill and tenure. Workers must commit to work the entire contract period. The employer guarantees to offer work for hours equal to at least three-fourths of the workdays in each 12-week period of the total employment period. The employer will provide workers at no charge all tools, supplies, and equipment required to perform the job. Workers may be required to submit to random drug and alcohol testing at no cost to the worker. The employer may make authorized deductions for repayment of cash advances or loans; repayment of overpayment of wages to the worker; payment for articles which the worker has voluntarily purchased from the employer; or, recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment where it is shown that the worker is responsible. Transportation and subsistence to the place of employment will be provided, or its cost reimbursed, if the worker completes half the employment period. Return transportation will be provided if the worker completes the employment period or is dismissed early by the employer. Applicants should send resumes to La Preza General Contracting LLC, 505 New St, Middletown, DE 19709, laprezallc@yahoo.com, or inquire at Pencader American Job Center, 225 Corporate Blvd, Ste 211, Pencader Corporate Commons, Newark, DE 19702, or the nearest local office of their State Workforce Agency, and reference the job order number.

Landscape or maintain grounds of property using hand or power tools or equipment. Workers typically perform a variety of tasks by hand, such as sod laying, mowing, trimming, pruning, edging, planting, watering, digging, raking, sprinkler installation and repair. May operate power tools and landscape equipment such as mowers, blowers and edgers, however most work performed using manual hand tools such as shovels, rakes, and shears. All work is performed outdoors during all types of weather conditions. Workers may be requested to submit to random drug and alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination. All testing will occur post-hire and is not a part of the interview process. Negative result may be required post-hire and before commencing work. Must be able to lift and carry 75 lbs. Must be able to lift 75 lbs. to shoulder height repetitively throughout the workday. All applicants must be able willing, qualified to perform all the job duties and must be available for entire period specified.

Full Season Commitment: The job offered requires that the worker be available for work six (6) hours per day Monday through Friday and five (5) hours on Saturday every day that work is available and for the full anticipated period of employment, even though work may be slack for a brief period of time. The worker agrees to be available for work and performed assigned tasks

whenever work is available through the full anticipated period of employment. Work available is defined as, no work required on the worker's Sabbath or Federal holidays, but work is required six (6) hours per day Monday-Friday, and five (5) hours on Saturday.

**MORE DETAILS ABOUT PAY:**

The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law. The employer may make authorized deductions required by law; made under a court order; that are for the reasonable cost or fair value of board, lodging, and facilities furnished that primarily benefit the employee (if applicable) (board, lodging or other facilities are optional to the workers); that are amounts paid to third parties authorized by the employee or a collective bargaining agreement; repayment of cash advances or loans; repayment of overpayment of wages to the worker; payment for articles which the worker has voluntarily purchased from the employer; recovery of any loss to the employer due to the worker's damage, beyond normal wear and tear, or loss of equipment where it is shown that the worker is responsible. No deduction not required by law or primarily for the benefit of the employer will be made that brings the worker's hourly earnings below the highest of the prevailing wage, federal minimum wage, State minimum wage, or local minimum wage in effect at the time work is performed.

Workers will be paid weekly in cash or negotiable instrument payable at par. The payment will be finally and unconditionally and "free and clear". The employer will use a single workweek as its standard for computing wages due. On or before each payday employer will furnish workers one or more written earnings statements, which contain, at a minimum, (i) total earnings for the pay period; (ii) hourly rate and/or piece rate of pay; (iii) hours of employment offered to the worker (showing offers in accordance with the 3/4ths guarantee separate from any hours offered over and above the guarantee); (iv) hours actually worked by the worker; (v) itemization of all deductions from or additions to the worker's wages; (vi) if piece rates are used, the units produced daily; (vii) beginning and ending dates of the pay period; and, (viii) the employer's name, address and FEIN, all in compliance with 20 CFR § 655.20(i).

Employer guarantees to offer workers employment for a total number of work hours equal to a least three-fourths (3/4ths) of the workdays in each 12-week period (each 6-week period if the period of employment covered by the job order is less than 120 days) beginning with the first workday after the arrival of the worker at the place of employment or the advertised first date of need, whichever is later, and ending on the expiration date specified in the job order or in its extensions, if any; provided, however, that the employer's obligation under the 3/4ths guarantee ends with the last full 12-week period (or 6-week period, as appropriate) preceding the worker's voluntary abandonment or termination for cause. Details of the 3/4ths guarantee are outlined in 20 CFR § 655.20(f). For purposes of the 3/4ths guarantee, a "workday" consists of six hours daily Monday through Friday and five hours on Saturday. Workers may be offered work on federal holidays and on their Sabbath but will not be required to do so. Pursuant to 20 CFR § 655.20(y), workers who voluntarily abandon employment or are terminated for cause, and where the employer provides timely notification to OFLC and DHS, will relieve the employer for subsequent transportation and subsistence costs and the 3/4ths guarantee. All requests for leave

of absence must be in writing. All absences will be counted towards hours offered for the purpose of computing the 3/4ths guarantee.

**TRANSPORTATION ARRANGEMENTS (20 CFR § 655.20(j)(1)(iv)):** For those workers recruited from outside the area of intended employment who are not reasonably able to return to their residence each day, transportation and subsistence expenses will be reimbursed by the employer consistent with 20 CFR § 655.20(j)(1). The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the maximum meal charge under 20 CFR § 655.173(a), which is currently \$13.17 per day up to \$55.00 per day, until date of publication of an annual adjustment notice in the Federal Register. These arrangements apply only to workers who are recruited from outside the area of intended employment who are not reasonably able to return to their residence each day. If during the course of the certification period, there is administrative, legislative or judicial action inconsistent with employer's obligations disclosed hereunder, then, and in that event, the employer reserves the right to follow the new employer obligations as soon as they become effective.

Transportation to place of employment. If the worker completes fifty percent (50%) of the work contract period, employer will reimburse worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer to the employer's place of employment. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the maximum meal charge under 20 CFR § 655.173(a), which is currently \$13.17 per day up to \$55.00 per day, until date of publication of an annual adjustment notice in the Federal Register. These arrangements apply only to workers who are recruited from outside the area of intended employment who are not reasonably able to return to their residence each day.

Transportation from last place of employment. If the worker completes the period of employment covered by the job order (not counting any extensions), or if the worker is dismissed for any reason before the end of the period, and the worker has no immediate subsequent H-2B employment, the employer will provide or pay at the time of departure for the worker's reasonable costs of return 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. If the worker has contracted with a subsequent employer who has not agreed in its job order to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide or pay for that transportation and subsistence. If the worker has contracted with a subsequent employer who has agreed in its job order to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The amount of the transportation payment will be the most economical and reasonable common carrier transportation charge for the distances involved. The amount of the daily subsistence payment shall be no less than the maximum meal charge under 20 CFR § 655.173(a), which is currently \$13.17 per day up to \$55.00 per day, until date of publication of an annual adjustment notice in the Federal Register.

These arrangements apply only to workers who are recruited from outside the area of intended employment who are not reasonably able to return to their residence each day.

Employer-provided transportation. All employer-provided transportation will comply with all applicable federal, State and local laws and regulations, in accordance with 20 CFR § 655.20(j) (1)(iii). Employer-provided transportation will meet, at a minimum, the same vehicle safety standards, driver licensure requirements, and vehicle insurance as required under 49 CFR parts 390, 393, and 396. The use of employer-provided transportation is voluntary; no worker is required as a condition of employment to use transportation offered by the employer.

Visa fees. For an alien admitted to work for the employer under an H-2B temporary visa, the employer will reimburse the alien worker on the regularly scheduled payday at the end of the first workweek after the worker arrives at the place of employment to commence work for the employer, all visa, visa processing, border crossing, and other related fees (including those mandated by the U.S. government) incurred by the H-2B worker, but not for passport expenses or other charges primarily for the benefit of the worker, in compliance with 20 CFR § 655.20(j) (2)

**OTHER REQUIRED ASSURANCES, CONDITIONS OF EMPLOYMENT, AND CLARIFICATIONS:**

**REQUIRED ASSURANCES:** The employer agrees to abide by the H-2B regulations at 20 CFR part 655, subpart A. The employer adopts and incorporates by reference all required assurances and obligations set out at 20 CFR §§ 655.18 and 655.20. To the extent there is any discrepancy between this job order, the required assurance and obligations, or the Immigration and Nationality Act (the “INA”) and any applicable H-2B regulations, then the INA and the applicable H-2B regulations consistent with the INA shall always control.

**PROHIBITION AGAINST PREFERENTIAL TREATMENT.** The employer offers to 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-2B workers. Employer will not impose on U.S. workers any restrictions or obligations that will not be imposed on the employer’s H-2B workers.

**ASSURANCE OF BONA FIDE JOB REQUIREMENTS.** Each job qualification and requirement listed in this job order is bona fide and consistent with the normal and accepted qualifications and requirements imposed by non-H-2B employers in the same occupation and area of intended employment.

**CONDITION OF EMPLOYMENT:** All applicants must be qualified to perform all the work described and must be available for the entire anticipated period of employment. The job offered is temporary and full-time only for the stated anticipated period of employment and any approved extension thereof. There is no offer or guarantee to be recalled for future employment except for the employer’s assurance that it will contact certain former U.S. workers, including those who have been laid off within 120 calendar days before the date of need (except those who were dismissed for cause or who abandoned the worksite), employed by the employer in the

occupation at the place of employment during the previous year, disclose the terms of the job order, and solicit their return to the job, consistent with 20 CFR § 655.43.

**EARNINGS RECORDS:** Accurate and adequate earnings records will be kept in accordance with 20 CFR § 655.20(i)(2). All records and documents listed under 20 CFR § 655.56 and 29 CFR part 503 will be available to the Administrator, WHD within 72 hours following request by the WHD so that the Administrator, WHD may copy, transcribe, or inspect them.

**CONTRACT IMPOSSIBILITY:** The employer may terminate the job order of any worker whose services are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God or similar unforeseeable man-made catastrophic event that is wholly outside the employer's control that makes the fulfillment of the job order impossible. Whether such an event constitutes a contract impossibility will be determined by the Certifying Officer. In the event of such termination, the employer will fulfill a three-fourths guarantee for the time that has elapsed from the later of the start date or the first workday after the arrival of the worker at the place of employment to the time of its termination. Reasonable efforts will be made to transfer a worker terminated for contract impossibility to other comparable employment acceptable to the worker and consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must 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 the worker's next certified H-2B employer, whichever the worker prefers. Transportation arrangements apply only to those workers who came to work for the employer from outside the area of intended employment who are not reasonably able to return to their residence each day.

**TERMINATIONS:** The employer may terminate the worker with notification to the appropriate federal agencies if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) hinders another worker's productivity; (d) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (e) provides other lawful job-related reason(s) for termination of employment; (f) abandons his employment; (g) fails to meet applicable production standards when production standards are applicable; (h) falsifies identification, personnel, medical, production, or other work-related records; (i) fails or refuses to take an alcohol or drug test; (j) employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes will impair the safety and/or living conditions of other workers; (k) commits an act or acts of insubordination, including the failure to regard employer's authority; (l) lies or provides a false statement to the employer; (m) collects any money or other thing of value from prospective employees or current employees in order for the payor to work for this employer; (n) violation of employer's safety rules; (o) unauthorized or illegal possession, use or sale of alcohol or controlled substances on employer's premises or during working hours, while engaged in work activities or in employer's vehicles; (p) unauthorized or illegal possession, use or sale of weapons, firearms, or explosives on employer's premises or in employer's vehicles; (q) theft or dishonesty; (r) inappropriate physical contact; (s) harassment; (t) discrimination or retaliation; (u) disrespect toward fellow workers, visitors or other members of the public; (v) performing outside work or use of employer's property, equipment or facilities in connection with outside work while on employer's time; (w) poor

attendance or poor performance. The grounds for immediate termination listed above are not all inclusive. All termination decisions will be based on an assessment of all relevant factors.

**REPORTING ABANDONMENT OR TERMINATION OF EMPLOYMENT:**

The employer will report H-2B and corresponding workers who, a) voluntarily abandon employment before the end date of the period of employment, or b) workers who are terminated for cause, to OFLC, and H-2B workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) work days after the abandonment or termination is discovered by the employer. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the consent of the employer. The employer will not be responsible for providing or paying for reported workers a) subsequent transportation and subsistence expenses, and b) the worker will not be entitled to the 3/4ths guarantee. The employer's obligation to guarantee 3/4ths of the work ends with the last full 12-week period (or 6-week period, as appropriate) preceding the worker's voluntary abandonment or termination for cause.

**PROOF OF CITIZENSHIP:** All workers hired under this job order will be required to provide documentation attesting to United States citizenship or legal status to work in the United States.

**DISCLOSURE OF JOB ORDER:** Employer will provide to a prospective H-2B worker outside of the U.S. no later than the time of application for a visa, or to a worker in corresponding employment no later than on the first day of work, a copy of the job order including any subsequent approved modifications, in a language understood by the worker, as necessary and reasonable. For an H-2B worker changing employment from an H-2B employer to a subsequent H-2B employer, the copy will be provided no later than the time an offer of employment is made by the subsequent H-2B employer. The job order may be translated into a language understandable to the worker, however the English version of the job order shall always control.

**OTHER:** During the period of employment, the employer will comply with all applicable federal, State and local employment-related laws and regulations, including health and safety laws. Employer is an Equal Employment Opportunity Employer and will offer United States workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer non-immigrant workers.

**EMPLOYER FURNISHED TOOLS, SUPPLIES AND EQUIPMENT:** The employer will furnish, without cost, all tools, supplies, or equipment required to perform the duties assigned, in accordance with 20 CFR§ 655.20(k) .

**SUBSTANCE ABUSE POLICY:** The use or possession or being under the influence of illegal drugs or alcohol during working time is prohibited. Workers may be requested to submit to random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

**PROHIBITIONS AGAINST WORKERS PAYING FEES:** In accordance with 20 CFR § 655.20(o), the employer and its agents have neither sought nor received payment of any kind from any prospective H-2B employee for any activity related to obtaining H-2B labor

certification or employment, including payment of the employer's attorney's fees, application and H-2B petition fees, recruitment costs, or any fees attributed to obtaining H-2B certification. Costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees, are not included in this prohibition.

**CONTRACTS WITH THIRD PARTIES COMPLY WITH PROHIBITIONS:** In accordance with 20 CFR § 655.20(p), the employer has contractually forbidden any foreign agent or recruiter whom the employer engages, either directly or indirectly, in recruitment of H-2B applicants to seek or receive payments or other compensation from prospective employees, except for reimbursement of costs that are the responsibility and primarily for the benefit of the worker, such as government-required passport fees. Likewise, all employees of the employer are prohibited from collecting any money or other thing of value from prospective employees or current employees in order for the payor to work for the employer. This employer has zero tolerance for prohibited payments. Employees should report to the employer immediately the name of any person seeking to collect a prohibited payment and the amount sought. Any employee found to have collected a prohibited payment will be required to reimburse the injured party immediately and will be terminated from employment. An employee cannot be discriminated against or discharged for reporting a prohibited payment.

**PROHIBITION AGAINST HOLDING WORKERS' PASSPORT AND VISAS:** In accordance with 18 U.S.C. 1592(a), with respect to prohibitions against employers, the employer's agents or their attorneys will not knowingly hold, destroy or confiscate workers' passports, visas, or other immigration documents. This does not prohibit the employer, the employer's agents or their attorneys from inspecting, copying or scanning a worker's passport, visa or other immigration document for bona fide purposes such as preparation of the visa application or petition and I-9 employment eligibility verification.

**NOTICE OF WORKER RIGHTS:** The employer agrees to post and maintain in a conspicuous location at the place of employment a poster to be provided by the Department of Labor as described at 20 CFR § 655.20(m).