

Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
Employment and Training Administration



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

FEIN: 22-3198818

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Overdevest Nurseries 578 Bowentown Rd., Bridgeton, NJ 08302 (856)451-3179	Industry Code / Código de Industria	Job Order # / No. Orden de Empleo NJ0263947															
	Occupational Title and Code (Título Ocupacional y Código) NURSERY WORKER																
2. Location and Direction to Work Site /Di reción del lugar de trabajo 3 miles west of Bridgeton, NJ	Clearance Order Issue Date / Fecha de Tramite: 02-03-10																
	Job Order Expiration Date / Fecha de expiración: 8-19-10																
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Apartments in Bridgeton (see attachment / para más detalles vea 2)	6. Anticipated Period of Employment / Período Anticipado de Empleo 2-10-10 3-15-10 To / Hasta 11/27/10																
	7. No. of Worker's Requested / No. de Trabajadores Pedidos 40																
4. Board Arrangements / Arreglo de Alojamiento Facilities for workers to fix own meals (see attachment / para más detalles vea 4)	8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena Total: 47																
	<table border="1"> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> <td>8.5</td> </tr> <tr> <td>Monday / Lunes</td> <td>8.5</td> <td>Thursday / Jueves</td> <td>8.5</td> </tr> <tr> <td>Tuesday / Martes</td> <td>8.5</td> <td>Friday / Viernes</td> <td>8.5</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> <td>4.5</td> </tr> </table>		Sunday / Domingo	0	Wednesday / Miércoles	8.5	Monday / Lunes	8.5	Thursday / Jueves	8.5	Tuesday / Martes	8.5	Friday / Viernes	8.5			Saturday / Sábado
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		Saturday / Sábado	4.5														
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos Job Service offices or other organizations making referrals should insure ... (see attachment / para más detalles vea 5)	9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar:																
	Employer / El Empleador Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Local Office/Oficina Local Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																

10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Under supervision of production manager carries out ... See attachment for complete description (see attachment / para más detalles vea 10)
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Bajo supervicion del manejador de produccion encargado ... Ve lo ligado para una descripcion ex (see attachment / para más detalles vea 10 a)

Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect)	Deductions / Deducciones	YES Si	NO	Pay Period Periodo de Pago
Nursery Worker/	\$ 9.39 1027	\$	\$20**	Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Order Puller	\$	\$		Federal Tax Impuestos Federates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / cada 2 sem.
	\$	\$		Meals (comidas)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

More Details About the Pay/Más Detalles Sobre el Pago
**** For perfect attendance in pay period**
 (see attachment / para más detalles vea 11)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)
For workers who complete 50% of the work period, the employer will reimburse the worker for...
 (see attachment / para más detalles vea 12)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si No If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes No
 15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes No
 16. Are tools provided at no charge to the workers? / Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes No

17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") **None**

18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") **None**

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)
One Stop Career Center-Vineland:275 N. Delsea Dr., Vineland, NJ 08360 (856)696-6600

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono)
Karen Burton (856)696-6600

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
 Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.
 Employer's Signature & Title/ Firma y Título del Empleador
[Signature] **President**

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
 LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y

Overdevest Nurseries, LP
ATTACHMENTS TO ETA-790 -- AGRICULTURAL CLEARANCE ORDER

Nursery worker/Order puller

Employer assures compliance with assurances at 20 CFR §653.501 and at 20 CFR §655.103 and assures that workers in this occupation will be provided a copy of the job contract no later than the day they start work.

Item 2. Location and Directions to Work Site.

Overdevest Nurseries is located outside of Bridgeton, New Jersey. The work location is the company headquarters and nearby fields. The company headquarters are located at:

578 Bowentown Road
Bridgeton, NJ 08302

To reach the office from the east or west, take New Jersey 49 to Shiloh. Turn south on Route 620 and go approximately 2 miles. Turn left on Roadstown Road and go approximately 1 mile. Turn right on Bowentown Road. Overdevest is on the right.

From the north, take New Jersey Route 77 south into Bridgeton. Turn right onto Route 49 and proceed as above.

Item 3. Location and Description of Housing.

The employer will provide housing and bedding at no cost to workers who are not reasonably able to return to their usual place of residence each day. Housing will be provided to workers only. No housing for nonworkers is available.

Housing will be rental apartment houses in Bridgeton, approximately 3 miles from the work location. The housing meets local standards in accordance with 20 CFR §655.102(b)(1)(iii). The employer pays the rental for the housing directly to the owners of the housing.

Workers will be assigned to housing by the employer or his designee, and must occupy the quarters assigned to them. Workers recruited under this Job Order from within normal commuting distance will not be provided with housing.

Qualifying workers may choose not to occupy housing provided by Overdevest Nurseries, L.P. by signing a form declining that housing. The workers retain their right to no cost housing if they change their mind.

Women workers will be provided with separate sleeping facilities which may be shared with other female workers. Dining and other common areas may be shared.

No tenancy in employer provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this clearance order shall vacate the housing within 48 hours of termination of employment with Overdevest Nurseries, L.P.

Housing will be clean and in compliance with local rental housing standards when made available for occupancy. Workers occupying the housing will be responsible for maintaining the housing and their living areas in a neat, clean manner and for compliance with Overdevest Nurseries' "Housing Rules " which will be provided upon assignment to housing. Failure to comply with these rules will result in disciplinary action as described in the attached "Work Rules and Disciplinary Procedures". Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings.

The rental housing consists of three apartment buildings with a total capacity of 33 occupants within five blocks of each other in Bridgeton, New Jersey. The employer will provide free rooms in a Bridgeton motel and meals from a local caterer for any workers not accommodated in the rental housing.

Mail intended for workers occupying Overdevest Nurseries' farmworker housing in the Bridgeton area should initially be addressed to the worker at the address listed below:

Overdevest Nurseries
210 Hampton Street
Bridgeton, NJ 08302

When housing assignments have been made, those workers assigned to:

Overdevest Nurseries
64 Hampton Street
Bridgeton, NJ 08302

or

Overdevest Nurseries
19 Academy Street
Bridgeton, NJ 08302

may direct correspondents to send mail to those addresses.

In case of emergency only, workers occupying this housing can be contacted by calling Overdevest Nurseries at (856)451-3179 during normal business hours.

Item 4. Board Arrangements.

The employer will provide appropriate kitchen facilities for workers to prepare their own meals. Housing is within walking distance of numerous stores in Bridgeton which offer groceries and other staples.

If a worker is housed in public accommodation housing lacking cooking facilities, meals will be provided by a local catering service and the worker will be charged \$9.90 per day or the higher allowable 20 CFR 655.102(b)(4) charge for the three meals provided.

Item 5. Referral Instructions.

Job Service offices or other organizations making referrals should insure that all applicants are thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Only workers meeting all the qualifications for employment and who are able, willing and qualified to perform the work, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to Overdevest, 578 Bowentown Road, Bridgeton, NJ 08302, telephone (856)451-3179.

Contact should be with Ed Overdevest between 8:00 am and 5:00 pm, Eastern Standard Time, Monday through Friday.

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

Item 7. Number of Workers.

The employer's total seasonal workforce need for this occupation for this period of employment is 45, of which the employer anticipates recruiting 5 workers locally. The employer therefore is requesting 40 workers through the interstate (ARS) system.

Item 8. Anticipated Hours of Work Per Week.

The scheduled work week is 47 hours, consisting of 8 1/2 hours per day Monday through Friday and 4 1/2 hours on Saturday. Work hours available often exceed 50 hours in April, May and June.

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

The work day normally begins at 7:30 a.m., but may begin earlier or later on any given day. Workers will be instructed the previous evening if there is any change in the starting time. Workers may receive less work or be requested to work more hours on any given day depending upon conditions in the fields, and market demand. Workers may be requested but will not be required to work on the worker's Sabbath and/or on Federal holiday.

The employer will provide United States workers referred through this Clearance Order with 47 hours of work for the week beginning with the anticipated date of employment shown in Item 6, unless the employer amends the date of need in accordance with 20 CFR §653.501(d) (2) (v). The employer may require the worker to perform alternative work if this guarantee is invoked. Alternative work will include any available field work, general nursery labor and nursery maintenance activities, including mending, repair, maintenance or preparation of fences, housing and other nursery buildings, and equipment. If worker referred fails to notify the order-holding office of continued interest in the job between 9 and 5 working days before date of need, worker will be disqualified from above assurance.

The employer guarantees to offer the worker employment for at least three-quarters of the workdays of the total contract period and all extensions thereof, beginning with the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work, and ending on the expiration date shown in Item 6 or any extension thereof. For the purposes of this guarantee a workday shall mean 8 1/2 hours Monday through Friday and 4 1/2 hours on Saturday and shall exclude the worker's Sabbath and Federal holidays. The worker may, however, be offered more hours of work than listed above, and may be offered work on the worker's Sabbath and on Federal holidays.

If the employer fails to provide the worker with the amount of work required under this guarantee, the employer will pay the worker the amount the worker would have earned had the worker worked for the guaranteed number of workdays. In determining whether the period of guaranteed employment has been met, the employer will count all hours of work actually performed (including hours over 8 1/2 in a day voluntarily worked and hours voluntarily worked on the worker's Sabbath and on Federal holidays), and any hours which the worker fails to work, up to a maximum of 8 1/2 hours on Monday through Friday, and 4 1/2 hours on Saturday when the worker has been offered an opportunity to work.

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

If, before the ending date of the period of employment set forth in Item 6, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, hurricane, adverse crop conditions or other Act of God which makes the fulfillment of the anticipated period of employment impossible, the employer may terminate the worker's employment. In the event of such termination, the employer will fulfill the above guarantee for the period that has elapsed from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work, until the date employment is terminated. In such cases the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker. If such transfer is not effected, the employer will offer to return the worker at the employer's expense, to the place from which the worker, disregarding intervening employment, came to work for the employer.

Item 9. Collect Telephone calls.

Collect telephone calls will be accepted by Overdevest Nurseries at the telephone number listed in Item #5 from Job Service placement personnel of applicant holding offices only Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Collect telephone calls will not be accepted from individual applicants. Applicants should be thoroughly screened as requested in Item #5 before referring officials place collect telephone calls

Item 10. Job Specifications.

Under supervision of production manager carries out all assigned tasks involving planting, cultivating, harvesting and shipping horticultural products. Capable of accurately pulling orders, properly loading delivery trucks and also re-positioning of necessary stock to shipping area. Capable of frequent heavy lifting of plants weighing up to 50 lbs (Heavier with assistance). Plants, cultivates and harvests bare root, balled and burlapped trees and shrubs, containerized trees, shrubs, perennials, and annuals and performs related duties in environmentally controlled structures. Sticks cuttings and plants liners. Prunes, transplants, spaces, stakes, irrigates, and culls plants to ensure development of marketable products. Harvests, packs, labels, loads, and stores trees, shrubs and perennials using techniques appropriate for individual varieties. May grade trees, shrubs and perennials. Uncover and/or recover poly-covered winter storage houses and pull lath strips to prepare storage houses for new poly covers. Install and remove poly blankets used for winter protection. May drive and operate tractors, forklifts, and other nursery equipment. Willing to work, as assigned, individually or alongside others. Performs other general nursery tasks as necessary.

Qualifications

Must be able to work outdoors in dusty and dirty conditions, in extremes of heat and cold, and in inclement weather. Must be able to crouch, bend, and reach, and lift and carry items weighing up to 50 pounds. Must be able to read work orders. Familiar with a range of botanical plant names and sufficiently familiar with plant identification so as to accurately and timely load orders on delivery trucks. Generate occasional reports. Nine months prior tree, shrub and perennial nursery experience is required.

Job Aspects

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

Overdevest Nurseries, L.P. produces high quality deciduous shade trees, conifers, shrubs and perennials, primarily for retail nurseries. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work can not and will not be tolerated.

Instructions and general supervision will be provided by a production manager or other company supervisor. Some technical horticultural activities will be supervised. However, Nursery worker/Order pullers will be expected to perform their duties in a timely and proficient manner without close supervision.

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

Workers may not report for work while under the influence of alcohol or drugs. The possession or use of illegal drugs or alcohol (exception is made for moderate use of alcohol in accordance with law which does not disturb others, in company provided housing, during non-working hours) on Company property is prohibited and will be cause for termination.

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

Artículo 10: Especificaciones del Trabajo

Bajo La Supervision del manejador encargado de toda la tarea asignada envuelto

Plantando cultivando, recolectando y entregando producto horticultural. Cuando es asignado como lider de equipo Dirijiendo y trabajando con un grupo pequeño a coordinar la presisa jalada de ordenes y apropiada entrega de la carga en camiones y tambien dirigir el movimiento de plantas de venta de los terrenos a las areas de venta. Al mismo tiempo, servir como miembro de venta de un grupo. Capaz de levantar frecventemente plantas que pesan arriba de 50 libras. Plantas, cultivadas y recolectadas arbustos de raices, los sacados de la tierra; encostalados arboles, arbustos arboles, embotados arbustos, perenes y anuales, y desempeñar cosas relacionadas en un ambiente de una estructura controlada. Corte de ramita y plantar, podar, transplantar, espaciar, poner estacas, regar, y seleccionar plantas asegurando el desarrollo del producto vendible, recolectado, empaque, etiqueta, cargue y guarde los arboles, arbustos y perenes usando tecnicas apropiadas par alas variedades individuals. Como lider de grupo, tiene que graduar arboles, arbustos y perenes. Descubrir y/o cubrir las casas para almacenamiento cubiertos con plastic quitar tiras de Madera par preparar casas de almacenamiento con neuvo plastic. Instalar y quitar sabanas de plastic usados para la proteccion del invierno. Probable operacion y manejo de tractores montacargas y otro tipo de equipo. Dispuesto a trabajar comosea asignado, individualmente o junto con otros. Realizar otras tareas generales que sean nesesarias en la nerseria.

Calificaciones:

Que pueda trabajar afuera en condiciones polvientos y sucios, en los extremos del calor y frio, y cuando el tiempo sea inclemente. Que pueda agacharse, doblarse, y alcance y levante y cargue cosas que pesan hasta 50 libras. Es necesario leer los órdenes del trabajo. Necesita saber los nombres de las plantas (en latín e inglés) y que sea familiarizado con la indentificación de las plantas para poder llenar los órdenes de los camions de entrega. Escriba reportes de vez en cuando. Neuve meses anteriores de experiencia del vivero con los árboles, arbustos, y perennes.

Aspectos de Trabajo

El jefe cumplirá con los estandares de la protección de los empleados y las limitaciones pertinentes a los pesticidos y otros químicos usado en los campos.

Los Viveros Overdevest, L.P. producen los árboles caduco de sombra (de alta calidad), conifera, arbustos, y perennes, primariamente para los viveros de venta. Este negocio es muy duro y competitivo, así que las especificaciones necesiten ser adheridos. El trabajo fangoso no será tolorado.

Las instrucciones y supervisión general será suministrado por un director de producción u otro gerente de la compania. Algunas actividades hortículas serán supervisadas. De cualquier manera que los trabajadores de vivero/jaladores se suponga hacer los deberes en una manera bién sin la supervisión cercana.

El empleador pueda disciplinar al trabajador incluso mandar que el trabajador salga del campo por un rato (time out), determinado del gerente, suspensión del empleo, o terminación del empleo como se ve en los Viveros Overdevest, Inc. "Reglas del Trabajo y Procedimientos Disciplinarios" que están ligados.

Los trabajadores no pueden trabajar mientras usen alcohol o drogas. La posesión o uso de las drogas ilegales o alcohol (la excepción es el uso moderado de alcohol en que no moleste a otros, en las casas de la compañía proveídas durante las horas libres) en la tierra de la Compañía es prohibido y causará terminación.

Todas las herramientas y el equipo necesario para los deberes, serán proveídos del empleador gratis a los trabajadores. Los trabajadores tendrían que pagar si dañen o pierdan tales herramientas o equipo.

Item 11. Wage Rates - Special Pay Information and Deductions

Nursery worker/Order pullers will be paid at the hourly wage of \$9.39 per hour. If the U.S. Department of Labor pursuant to 20 CFR §655-107 (a) publishes in the Federal Register a higher AEWR during the period of employment covered by this job order, at least the higher AEWR will be guaranteed and paid in lieu of the hourly wage of \$9.39 per hour, beginning on the effective date specified in the notice in the Federal Register. The employer agrees to pay the wage required by 20 CFR 655.102 and 107. Should the Department of Labor approve a minimum hourly wage less than \$9.39 hour, the employer reserves the right to reduce his wage offer proportionally for all work done on or after the effective date of such lower wage.

An attendance bonus of \$20 per pay period will be paid to each employee who is prompt and does not miss work for any reason during the pay period.

After 6 months of employment, health insurance is offered with a 50% premium co-pay.

Workers will be paid weekly by check on Friday following the work week. The pay period begins on Monday and ends on Saturday. The employer will make the following deductions: FICA (if applicable); Federal income tax withholding (if applicable); New Jersey income, disability and unemployment taxes (if applicable); long distance phone charges; recovery of any loss to the employer due to damage (beyond normal wear and tear) or loss of equipment, housing or furnishings caused by the worker (if any); and deductions expressly authorized by the worker in writing (if any). If any workers are housed in public housing with no cooking facilities, they will be charged the allowable 20 CFR 655.102(b)(4) meal charge for the catered meals provided. No deductions except those required by law will be made which bring the worker's earning for any pay period below the applicable statutory Federal or state minimum wage.

The employer will furnish to the worker on each payday (the Friday after the end of the pay period) a written statement of the worker's total earnings for the pay period, the worker's

hourly rate of pay, the hours of work offered to the worker (broken out by hours offered in accordance with and over and above the three-quarters guarantee), the total hours actually worked by the worker, and an itemization of all deductions made from the worker's wages.

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

This employment is covered employment under New Jersey Unemployment Insurance coverage and workers may qualify for benefits in accordance with New Jersey law.

Item 12. Transportation Arrangement.

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

For the purposes of the above reimbursement, the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work until the anticipated ending day of employment shown in Item #6.

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

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

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

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

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

Item 19. Workers Questions

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

WORK RULES AND DISCIPLINARY PROCEDURES

The following rules and procedures have been developed to ensure a quality product and a safe work environment

GENERAL

Workers must familiarize themselves with the terms and conditions of the Overdevest Nurseries Agricultural and Food Processing Clearance order and these Work Rules and abide by them unless given specific instructions to the contrary by their foreman. Every employee is expected to exercise common sense and show cooperation and courtesy in dealing with his(her) fellow employees. In addition to this general principle, Overdevest Nurseries has found it necessary to establish certain specific provisions of conduct. Without excluding other grounds, any of the following may be considered grounds for warning, reprimand, suspension or termination depending upon the severity of the misconduct..

SPECIFIC

1. Insubordination or refusal to carry out a job assignment or instruction of your supervisor or management.
2. Leaving the job without permission during regular working hours.
3. Habitual absence or tardiness.
4. Loitering on the job.
5. Drinking alcoholic beverages on the job, using illegal drugs on the job or working while under the influence of alcohol or illegal drugs.
6. Gambling on company premises.
7. Fighting with or threatening fellow employees.
8. Abuse of company property: e.g. loss of tools, careless use of machinery or trucks, or disposing of reusable items.
9. Unauthorized use of company vehicles or equipment.
10. Theft of company property or property of fellow employee, or other dishonesty.
11. Taking company property, records or confidential information from the premises without permission.
12. Possession of firearms, explosives, or other lethal weapons on company property, unless specifically authorized.

13. Violating safety rules; failure to wear safety equipment and failure to report injuries immediately
14. Any other conduct which, in the sole discretion and opinion of the Company, is adverse to the interests of the Company or contrary to the standards of conduct expected in the workplace.
 - Harassment. All types of harassment are prohibited. Overdevest Nurseries requires that the work environment be free from verbal, visual, physical and/or sexual harassment at all times. In severe cases, harassment may result in suspension or immediate termination.