



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

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

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

1. Employer's Name and Address (Number, Street, City, State, and Zip Code)/
Nombre y Dirección del Empleador (Número, Calle, Ciudad, Estado y Código Postal)

**Overdevest Nurseries
578 Bowertown Road, Bridgeton, NJ 08302**

Telephone number/Teléfono: **(856) 451-3179** Fax: **(856) 453-8343**

Nos. 4 - 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL	
4. Industry Code/Código Industrial 111421	5. Job Order No. /Num. de Orden de Empleo NJ0839400
6. Occupational Title and Code /Título Ocupacional y Código NURSEY WORKER 45-2092-01	
7. Clearance Order Issue Date / Fecha de Tramite 12-10-12	
8. Job Order Expiration Date / Fecha de Expiración 07-07-2013	

9. Anticipated Period of Employment / Periodo Anticipado de Empleo

From/ Desde: **2/11/2013** To/Hasta: **Nov 30, 2013**

2. Location and Direction to Work Site/ Ubicación y Dirección al Lugar de Trabajo

**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 Bowertown 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 Bowertown 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.

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

10. No. of Workers Requested / Num. de Trabajadores Solicitados
55

11. Anticipated Hours of Work per Week/Horas Anticipadas de Trabajo por Semana. Total: **47**

Sunday / Domingo	<u>0</u>	Monday / Lunes	<u>8.5</u>
Tuesday / Martes	<u>8.5</u>	Wednesday / Miércoles	<u>8.5</u>
Thursday / Jueves	<u>8.5</u>	Friday / Viernes	<u>8.5</u>
Saturday / Sábado	<u>4.5</u>		

3. Location and Description of Housing / Dirección y Descripción de la Vivienda

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 housing in Bridgeton plus a company unit. The housing meets applicable local standards in accordance with law. 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.

**** See Attached Item number 3****

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

12. Collect Calls Accepted from/ Aceptan Llamadas por Cobrar de:

Employer / Empleador Yes/Si No

Local Office / Oficina Local Yes/Si No

13. Board Arrangements / Arreglo de Alojamiento

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 \$10.64 per day or the higher allowable 20 C.F.R. sec. 655.173 charge for the three meals provided.

14. Referral Instructions / Instrucciones sobre cómo Referir Candidatos

Job Services offices or other organizations making referrals should insure that all applicants are thoroughly familiarized with the job specifications and terms and conditions of employment before a referral is made. Only workers meeting all the qualifications for employment 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 Nurseries, 578 Bowentown Road, Bridgeton, NJ 08302, telephone (856) 451-3179.

Contact should be with Ed Overdevest between 8:00am and 5:00pm, 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, to the extent permitted by law, by the employer as a condition for completing the hiring process. Referring local offices should fully apprise workers of this requirement and how to fulfill it, and help to assure that workers referred on this order are legally entitled to work in the United States and possess the necessary documents to complete an I-9 Form.

15. Job Specifications / Especificaciones del Trabajo

Workers must be able (with or without a reasonable accommodation as required and defined by law), willing, qualified, and available to perform the work at the place and during the times described in this job order. Three months of recent, verifiable, and positive nursery experience is required. Must be familiar with a range of proper plant names and sufficiently familiar with plant identifications so as to accurately and timely pull orders and then safely load on delivery trucks for local and interstate shipments. Generate occasional written reports. Under supervision of production manager carries out all assigned tasks involving planting, cultivating, harvesting and shipping horticultural products. Capable of frequent heavy lifting of plants weighing up to 50 lbs (heavier with assistance), with or without a reasonable accommodation as required and defined by law. Plants, cultivates and harvests bare root, balled and burlapped trees and shrubs, containerized trees, shrubs and 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. 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 grade trees, shrubs, and perennials. May drive and operate tractors. Must be able to work outdoors in dusty and dirty conditions, in extremes of heat and cold, and in inclement weather. Performs other general nursery tasks as necessary. ****SEE ATTACHMENT****

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

16. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions	Yes/Si	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			
Order Puller	\$ 10.34	\$		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify)/ Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other / Otro <input type="checkbox"/>

More Details About the Pay / Mas Detalles Sobre el Pago

Order Pullers will be paid at the hourly wage of \$10.34 per hour. If the U.S. Department of Labor, pursuant to 20 C.F.R. sec. 655.120 publishes in the Federal Register a higher AEWR during the period of employment... **See attached Item 16.

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

17. Transportation Arrangements / Arreglos de Transportación

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 \$11.13 per day without documentation and in accordance with the current law 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 and eligible to work until the anticipated ending day of employment shown in Item #9. 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.....** see Item 17

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

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

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

19. Unemployment Insurance provided? Seguro de Desempleo?

Yes/Si No

20. Workers' compensation insurance provided? Se le provee seguro de compensación/indemnización al trabajador:

Yes/Si No

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

Yes/Si No

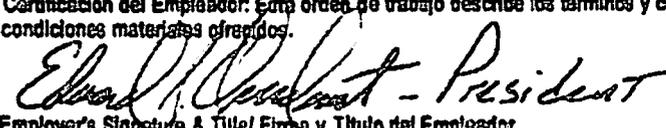
22. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None") / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o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

None/Ninguno

23. List any strikes, 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") / Enumera toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "ninguno")
 None/Ninguno

24. Address of Order Holding Office (include telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)
 One Stop Career Center-Vineland
 275 N Delsea Drive
 Vineland, NJ 08360 (856) 696-6600

25. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa)
 Samuel Wear
 856-696-6600

26. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job.
 Certificación del Empleador: Este orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

 Employer's Signature & Title / Firma y Título del Empleador
 Date: December 7, 2012

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.
LEA CON CUIDADO. En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en los órdenes de trabajo sometidos por los empleadores. Ni ninguno orden de trabajo aceptado o contratado en el Centro de Carreras (One-Stop Career Center) constituyen una oferta de trabajo contractual a las que el One-Stop Career Center, ETA o un organismo estatal es de ninguna manera una de las partes.

Public Burden Statement
 The public reporting burden for responding to ETA Form 780, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Migrant and Seasonal Farmworker Program, Room S4209, 200 Constitution Avenue, NW, Washington, DC 20210.

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

Order Puller

Employer assures compliance with assurances at 20 C.F.R. § 653.501(d)(2)(v) and at 20 C.F.R. § 655.135 and assures that workers in this occupation will be provided a copy of the job order no later than the day they start work.

Item 3. Location and Description of Housing.

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 leave the housing within 48 hours of termination of employment with Overdevest Nurseries, L.P.

Housing will be clean and meet all state, local, and federal 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 complying 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 to housing other than that caused by normal wear and tear will be deducted from the earnings of workers in accordance with state law.

The rental housing consists of two rental apartment buildings and a company unit with a total capacity of 51 occupants within proximity 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. Workers will be required to pay for these meals.

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

Overdevest Nurseries
542 Bowentown Road
Bridgeton, NJ 08302

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

Overdevest Nurseries
19 Academy Street
Bridgeton, NJ 08302

or

Overdevest Nurseries
90 Oak Street
Bridgeton, NJ 08302

or

542 Bowentown Road
Bridgeton, NJ 08302

may direct correspondents to send mail to those addresses.

The address, capacity and type of the housing are as follows:

19 Academy Street	13 occupants	apartment
90 Oak Street	13 occupants	apartment
542 Bowentown Road	25 occupants	company housing
Stay Inn	<u>4-6 occupants</u>	hotel

In the past, Overdevest Nurseries has had 6 workers choose to live with relatives. The housing at the Stay Inn will be used in the event that it is necessary. The total capacity is 55 to 57 workers. The range arises because Overdevest Nurseries does not know whether, in fact, that it will be able to recruit the two domestic workers that it anticipates hiring for the job opportunity.

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 10. Number of Workers.

Overdevest Nurseries expects to employ a production crew of approximately 90 individuals in 2013. Of this number, approximately 20 will represent a core group that works on a year round basis. To allow for individualized job responsibilities and to meet seasonal peak demands for the projected volume of sales and shipping, Overdevest Nurseries would like to have its seasonal workforce at 70 individuals, of which 60 should be "order pullers". The employer anticipates that 3 workers will return from last year's domestic, seasonal "order puller" workforce and two new workers can be found. It is projected that none of the domestic workers will require housing. As a result of these expectations, Overdevest is requesting 55 "order puller" workers through the H-2A program.

Item 11. 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.

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. Although weekly work hours available often exceeds 50 in April, May, and June, workers may receive less work or be requested to work more hours on any given day depending upon conditions in the fields, market demand, and other factors. Subject to the conditions in this Clearance Order, the employer reserves the right to offer fewer (or more) hours than described in its discretion. Workers may be requested, but not required, to work his or her Sabbath and/or on United States national holidays.

The employer anticipates that it will be able to 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 C.F.R. §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, the worker will be disqualified from above assurance.

The employer guarantees to offer the worker employment for a total number of anticipated 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 first date of need, whichever is later, and ending on the expiration date specified in this Clearance Order or in its extensions, if any.

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.

Whether the employer has offered enough hours to meet this guarantee will be determined according to the following example. These numbers are for illustration only. A clearance order is for a 10-week period, during which a normal workweek is specified as 6 days a week, 8 hours per day, the worker would have to be offered employment for at least 360 hours (10 weeks x 48 hours/week = 480 hours x 75 percent = 360). If a Federal holiday occurred during the 10-week span, the 8 hours would be deducted from the total hours for the clearance order, before the number of hours that the employer must guarantee to offer is calculated. Continuing with the

above example, the worker will be offered employment for 354 hours (10 weeks x 48 hours/week = 480 hours - 8 hours (Federal holiday) x 75 percent = 354 hours). Hours of work that the employer offers during the regular work day, but the worker rejects, are treated as if the worker had worked them for the purpose of this guarantee.

A worker may be offered more than the specified hours of work on a single workday. For purposes of meeting the offer guarantee, however, 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 on Federal holidays. However, all hours of work actually performed will be counted by the employer in calculating whether the offered hours have been met. If the worker works for the full period described in this Clearance Order and the employer offers fewer hours than indicated herein, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the number of hours that the employer had guaranteed to offer as calculated in accordance with applicable law.

The employer will not guarantee to offer hours in accordance with the above to an H-2A worker who is displaced because of the hiring of a United States worker during the first 50% of the job order period. If the worker voluntarily abandons employment before the end of the period listed above or is terminated for cause, the worker is not entitled to the guarantee set forth above.

If, before the expiration date specified herein, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. In the event of such termination, the employer will fulfill the three-fourths guarantee for the time that has elapsed from the first day of employment to the time of its termination as described in 20 C.F.R. § 655.122(i). The employer will make an effort to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not made, the employer will:

- (1) 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-2A employer, whichever the worker prefers;
- (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and
- (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment, if such payments were not already paid to the worker prior to the separation of employment. Daily subsistence must be computed as set forth in 20 C.F.R. § 655.122(h). The amount of the transportation payment will equal the most economical and reasonable common carrier transportation charges for the distances involved.

Item 12. Collect Telephone calls.

Collect telephone calls will be accepted by Overdevest Nurseries at (856) 451-3179 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. They should contact their local job service office. Contact information for the job service office is included in the advertisement for this job. Applicants should be thoroughly screened before referring officials place collect telephone calls or otherwise refer them.

Item 15. Job Specifications.

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 cannot and will not be tolerated.

To be able to do this job, workers must be familiar enough with plant identification to be able to accurately pull and properly stack one trailer load of orders in a 10 hour period with the coordinated effort of 3 other order pullers.

Worker promoted or hired into this position will have a trial period of 5 working days to show that they are able to do the job. Workers who fail to demonstrate that they are able to do this job may be offered a different level job for which the worker appears to be qualified and which he or she may legally and ably perform, if available.

Employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in fields. Workers are expected to learn what safety precautions they must take and to follow them at all times. Workers are expected to follow instructions of the employer as to safety matters at all times.

Instructions and general supervision will be provided by a production manager or other company supervisor. Some technical horticultural activities will be supervised. However, 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 Inc. "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 15: Especificaciones del Trabajo

Hemos traducido las condiciones de empleo al Español, y hemos hecho nuestro mayor esfuerzo para ser exactos en todos los aspectos. Sin embargo, en caso de cualquier conflicto entre la traducción en Español y el original en Inglés. El contrato en Inglés es el vigente y el que esta en control.

Overdevest Nurseries, L.P. produce árboles de sombra caducifolios, coníferos, arbustos y plantas perennes destinados principalmente para viveros de venta minorista. Este es un negocio muy exigente y competitivo en el cual se debe cumplir rigurosamente con las especificaciones de calidad. No se puede tolerar ni se tolerará un trabajo descuidado.

Para poder desempeñar este trabajo, los trabajadores deben estar lo suficientemente familiarizados con la identificación de plantas como para poder extraer con precisión y apilar adecuadamente un camión cargado con órdenes en un periodo de 10 horas, con el esfuerzo coordinado de otros 3 extractores.

Cualquier trabajador que haya sido promovido o contratado para esta posición pasará por un periodo de prueba de 5 días hábiles para demostrar que son capaces de desempeñar el trabajo. A aquellos trabajadores que no logren demostrar que pueden desempeñar este trabajo se les podrá ofrecer un empleo a un nivel diferente para el cual el trabajador parezca estar bien calificado y el cual él o ella pueda desempeñar legal y aptamente, en caso de haber uno disponible.

El empleador cumplirá con todas las normas de protección de trabajadores y restricciones de reingreso aplicables a los plaguicidas y otros químicos usados en los campos. Se espera que los trabajadores aprendan cuáles son las precauciones de seguridad que deben adoptar y seguir en todo momento. Se espera que los trabajadores sigan las instrucciones del empleador en términos de seguridad en todo momento.

Un gerente de producción u otro supervisor de la compañía proporcionarán instrucciones y supervisión general. Algunas actividades técnicas de horticultura serán supervisadas. Sin embargo, se espera que los Extractores de Órdenes (Order Pullers) desempeñen sus deberes de un modo puntual y competente sin necesidad de supervisión cercana.

El empleador podrá disciplinar al trabajador, incluyendo exigiendo que el trabajador abandone el campo ('time out') por un periodo determinado por el capataz, la suspensión del empleo, o la rescisión del empleo, según se describe en el documento titulado "Work Rules and Disciplinary Procedures" (Reglas del Empleo y Procedimientos Disciplinarios) de Overdevest Nurseries Inc., adjunto a este documento.

Los trabajadores no pueden venir a trabajar bajo la influencia del alcohol o las drogas. La posesión o el uso de drogas ilegales o alcohol en la propiedad de la compañía está terminantemente prohibida y constituirá causal de despido (se hacen excepciones para el uso moderado de alcohol de acuerdo con la ley, que no cause molestias a los demás, en las viviendas proporcionadas por la compañía y durante horas no laborales).

El empleador facilitará todas las herramientas y equipos necesarios para desempeñar las tareas requeridas, sin ningún costo para el trabajador. Se cobrará a los trabajadores por cualquier daño intencional o pérdida de tales herramientas o equipos.

Item 16. Wage Rates - Special Pay Information and Deductions

Order puller will be paid at the hourly wage of \$10.34 per hour. If the U.S. Department of Labor pursuant to 20 C.F.R. §655.120 publishes in the Federal Register a higher AEWWR during the period of employment covered by this job order, at least the higher AEWWR will be guaranteed and paid in lieu of the hourly wage of \$10.34 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 C.F.R. § 655.120. Should the Department of Labor approve a minimum hourly wage less than \$10.34 hour, the employer reserves the right to reduce its wage offer proportionally for all work done on or after the effective date of such lower wage.

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: Social Security/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 C.F.R. § 655.173 meal charge for the catered meals provided. No deductions except those required, or permitted, by law will be made which bring the worker's earnings for any pay period below the applicable federal minimum wage, as calculated in accordance with applicable law.

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 law. Under the terms and conditions of the policy and the provisions of 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 17. Transportation Arrangement.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return to the employer provided housing 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.

WORK RULES AND DISCIPLINARY PROCEDURES

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

GENERAL RULE

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. Every employee is expected to exercise common sense and show cooperation and courtesy in dealing with his or her fellow employees at all times. In addition to this general principle, Overdevest Nurseries has established 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 PRINCIPLES AND RULES

1. Insubordination or refusal to carry out a job assignment or instruction of 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. **Providing false information to Overdevest Nurseries, L.P. about any matter related to work, including, but not limited to, work authorization.**
 15. **Failure to meet company expectations for quality and efficiency of work.**
 15. **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, whether based on race, national origin, color, religion, or any other characteristic as defined by law, are prohibited. Overdevest Nurseries requires that the work environment be free from verbal, visual, or physical harassment at all times. In severe cases, harassment may result in suspension or immediate termination.**