



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

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

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

Overdevest Nurseries, L.P.
578 Bowentown Road
Bridgeton, NJ 08302

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:

22-3198818

b) Telephone Number / Número de Teléfono:

(856) 451-3179

c) Fax Number / Número de Fax:

(851) 453-8343

d) E-mail Address / Dirección de Correo Electrónico:

ejo@overdevest-nurseries.com

2. Address and Directions to Work Site / Domicilio y Direcciones 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 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.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: -- Housing will be at one of three locations:

542 Bowentown Road
Bridgeton, NJ 08302
or
Overdevest Nurseries
19 Academy Street
Bridgeton, NJ 08302
or
Overdevest Nurseries
90 Oak Street
Bridgeton, NJ 08302

a) Description of Housing / Descripción de la vivienda:
See Attached Item number 3 for directions and description

**Nos. 4 through 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL**

4. Code / Código Industrial: NAICS
111421
a. SOC (ONET/OES) Occupational Title / Título Ocupacional
Nursery Worker, 45-2092.01

5. Job Order No. / Num. de Orden de Empleo:
NJ0965247

6. 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
275 North Delsea Dr., 2nd Floor,
Vineland, NJ 08360-8067

a. 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).
Manager-856-696-6600

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
12/02/2014

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 07/08/2015

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
From / Desde: 2/9/2015 To / Hasta: 12/5/2015

10. Number of Workers Requested / Número de Trabajadores Solicitados:
55

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 52.5

Sunday / Domingo	<u>0</u>	Thursday / Jueves	<u>9.5</u>
Monday / Lunes	<u>9.5</u>	Friday / Viernes	<u>9.5</u>
Tuesday / Martes	<u>9.5</u>	Saturday / Sábado	<u>5</u>
Wednesday / Miércoles	<u>9.5</u>		

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:
100% of time in activities listed in job description.

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

Employer / Empleador: Yes / Si No

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describe cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

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.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

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.

16. Job description and requirements / Descripción y requisitos 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 (within past 10 years), verifiable, and positive nursery or production agriculture experience is required. Workers with the required experience in production agriculture rather than nursery work will be required to demonstrate their ability through a pre-employment test. 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. Must be capable of generating 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 polycovered 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 Attached Item number 16

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si No If yes, number of months preferred: / Si es así, número de meses de experiencia: three months is required, as described above.

2.

Check all requirements that apply:

- Certification/License Requirements / Certificación/Licencia Requisitos
- Driver Requirements / Requisitos del conductor
- Employer Will Train / Empleador entrenará o adiestrará
- Extensive Sitting / Estar sentado largos ratos
- Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- Lifting requirement / Levantar o Cargar 50 lbs./libras

- Criminal Background Check / Verificación de antecedentes penales
- Drug Screen / Detección de Drogas
- Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- Extensive Walking / Caminar por largos ratos
- Frequent Stooping / Inclinandose o agachándose con frecuencia
- OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados

no

Repetitive Movements / Movimientos repetitivos

obligatorio

17. 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 / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Nursery Worker	\$11.00 \$11.29	\$		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"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

Nursery Worker will be paid at the hourly wage of \$11.06 per hour. If the U.S. Department of Labor pursuant to 20 C.F.R. § 655.120 publishes in the Federal Register a different Adverse Effect Wage Rate ("AEWR"), the Nursery Worker will be paid the new AEWR for work performed beginning on the effective date specified in the notice in the Federal Register as required by 20 C.F.R. § 655.120. The employer agrees to pay the wage required by 20 C.F.R. § 655.120. Should the hourly wage required by § 655.120 be less than \$11.06 hour, the employer reserves the right to pay a wage in compliance with 20 C.F.R. § 655.120 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 as applicable: Social Security/FICA Federal income tax withholding; New Jersey income, disability and unemployment taxes; 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 accommodations 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 set by the Fair Labor Standards Act and 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 (if the worker worked less than the total offered, this will be separately stated), the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages, the employer Federal Employer Identification Number, the employer's name, the employer's address, and the beginning and ending dates of the pay period.

See Attached Item number 18

19. Transportation Arrangements / Arreglos de Transportación

Willing, able, available, and qualified workers who are hired for this position, and who are not reasonably able to travel back and forth from their usual place of residence each day, will be reimbursed for initial inbound travel and subsistence by the employer at the end of the first week of employment. Transportation will be arranged by workers and reimbursed according to the most economical rate attainable. When cost competitive rates are available, charter arrangements might be made by the employer for larger groups traveling from common localities.

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.

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.

20. 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 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," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si No

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Si No

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?
Yes/Si No

24. 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.

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

None.

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/SI No

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

Edward J Overdeest - President
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Edward J Overdeest
Employer's Signature / Firma y Título del Empleador

11/26/14
Date / Fecha

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 Employment and Training Administration (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 American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractual a las que el American Job 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 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

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

Housing will be clean and meet all applicable 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. At least 4 workers choose to live with relatives from year to year. 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 (or with relatives). Workers will be required to pay for these meals.

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

Directions

The starting point for the directions is Overdevest Nurseries' main location at 578 Bowentown Road, Bridgeton NJ:

542 Bowentown Road

This location is adjacent to 578 Bowentown Road.

19 Academy St
Bridgeton, NJ 08302-2414

1. Start out going northeast on Bowentown Rd toward Overlook Dr.
2. Turn left onto S West Ave.
3. Take the 1st right onto W Broad St
4. Take the 3rd right onto S Giles St
5. Take the 1st right onto Academy St.
6. 19 ACADEMY ST is on the right.

90 Oak Street
Bridgeton, NJ 08302

1. Start out going northeast on Bowentown Rd toward Overlook Dr.
2. Turn left onto S West Ave.
3. Take the 1st right onto W Broad St / RT-49.
4. Take the 2nd left onto S Giles St.
5. Take the 1st left onto Oak St.
6. 90 OAK ST is on the left.

Item 10. Number of Workers.

Overdevest Nurseries expects to employ a production crew of approximately 85 individuals in 2015. Of this number, approximately 25 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 of 70 "nursery workers". The employer anticipates that 16 workers will return from last year's domestic, seasonal "nursery worker" workforce or be locally hired. It is projected that none of the domestic workers will require housing. As a result of these expectations, Overdevest is requesting 55 "nursery workers" through the H-2A program.

Item 11. Anticipated Hours of Work Per Week.

The scheduled/anticipated work week is 52.5 hours, consisting of 9 1/2 hours per day Monday through Friday and 5 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 7:00 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 at least 52.5 hours of work for the week beginning with the anticipated date of employment shown in Item 9, unless the employer amends the date of need in accordance with 20 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 9 1/2 hours Monday through Friday and 5 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 to such worker, 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 above.

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 13. Collect Telephone calls.

Collect telephone calls will be accepted by Overvest 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 16. Job Specifications.

Overvest 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 nursery workers.

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.

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, Nursery Workers 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 mejor 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 documento en Inglés es el vigente y el que esta en control.

Los trabajadores deben tener la capacidad (con o sin prestaciones razonables, según como lo exige y lo define la ley), la disposición, las cualificaciones y la disponibilidad necesarias para realizar el trabajo en el lugar y durante las horas descritas en esta orden de trabajo. Se requieren tres meses de experiencia reciente, comprobable y positiva en viveros o agricultura de producción. Los trabajadores con la experiencia requerida en agricultura de producción en lugar de trabajo en viveros deberán: Demostrar sus capacidades a través de una prueba previa a la contratación. Saber varios nombres de plantas y deben tener conocimiento suficiente de las identificaciones de plantas para que puedan realizar de forma precisa y oportuna las labores propias de un vivero y cargar de forma segura los camiones de entregas para que se realicen los envíos municipales e interestatales. Redactar informes escritos ocasionales. Bajo la supervisión del gerente de producción, realizar todas las tareas asignadas de plantación, cultivo, cosecha y envío de productos hortícolas. Estar en capacidad de levantar plantas pesadas hasta de 50 libras (sin ayuda), con o sin prestaciones razonables, según como lo exige y lo define la ley. Plantar, cultivar y cosechar árboles y arbustos "a raíz desnuda", con cepellón y con cepellón escayolado, árboles, arbustos y plantas perennes y anuales, y desempeñar las funciones afines dentro de estructuras de control ambiental. Sembrar estacas y plantas jóvenes. Podar, trasplantar, separar, rodigar, regar y extraer plantas para garantizar el desarrollo de productos comercializables. Cosechar, empacar, etiquetar, cargar y almacenar árboles, arbustos y plantas perennes mediante las técnicas adecuadas según cada variedad. Cubrir o recubrir invernaderos con protectores plásticos y lilar de los listones para preparar el invernadero para la instalación de próximas cubiertas plásticas. Instalar y retirar las cubiertas plásticas que se utilizan para la protección contra el invierno. Posiblemente, clasificar árboles, arbustos y plantas perennes. Posiblemente, conducir y operar tractores. Estar en capacidad de trabajar en la Intemperie, en condiciones de polvo y suciedad, en el calor y el frío extremos y en climas inclementes. Realizar otras labores generales propias de viveros, según sea necesario.

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 trabajadores de viveros.

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 trabajadores de viveros 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 18. Wage Rates - Special Pay Information and Deductions

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.

**20 CFR 653.501
Assurances**

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name

Overdewest Nurseries, L.P. Date: 11/26/14

Employer's Signature

Edward J. Overdewest

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.