



**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):

Cassaday Farms LLC

401 Pine Tavern Road, Monroeville, NJ 08343

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

22-3618457

b) Telephone Number / Número de Teléfono:

(609) 820-8169

c) Fax Number / Número de Fax:

(856) 358-8000

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

cassadayfarms@gmail.com

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

Cassaday Farms LLC owns and operates the farm at 82 Dilks Rd. in Monroeville, NJ. Cassaday Farms LLC lease the properties at 851 Whig Lane Rd in Monroeville, NJ and 708 Mullica Hill Rd in Richwood, NJ, exercising control over the farming operations there. Cassaday Farms LLC owns or operates all the worksite locations listed on the ETA Form 790 and ETA Form 790.

All worksites with 10 mile radius.

82 Dilks Rd, Monroeville, NJ 08343
Rt. 55 to exit 48, 5 miles to dead end on Rt. 77, 1st left onto Pine Tavern Rd, 1st left onto Dilks Rd.

851 Whig Lane Rd, Monroeville, NJ 08343 - Rt. 55 to exit 48, 5 miles to dead end on Rt. 77, 1st left onto Pine Tavern Rd, 1st left onto Dilks Rd., follow to dead end, take left onto Whig Lane, 3 miles down on the left.

708 Mullica Hill Rd, Richwood, NJ 08074
Rt 55 to exit 50a, 1st Farm on the right.

Additional worksites/farm locations attached.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

Housing is Dormitory Style:
82 Dilks Rd, Monroeville, NJ 08343
Sleeps 28, Kitchen, 3 toilets/3 showers

418 Pine Tavern Rd, Monroeville, NJ 08343
Sleeps 42, 3 Kitchens, 6 toilets/6 showers

739 Mullica Hill Rd, Richwood, NJ 08074
Sleeps 24, 2 Kitchens, 4 toilets/4 showers

a) Description of Housing / Descripción de la vivienda:

Housing is Dormitory Style: 3 locations. See above #3

Available housing is for: Single Workers

Description: Housing will be clean and in compliance with OSHA Housing Standards at 29 CFR 1910.142 when occupied. Workers will be responsible for maintaining housing in a neat, clean manner. Housing and utilities are provided at no cost to the workers who are unable to return to their place of residence the same day.

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

4. SOC (ONET/OES) Occupational Code / Código Industrial:

11121

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Farmworkers and Laborers, Crop, 45-2092.02

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

NJ0989155

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
174 E. Broadway, 2nd Fl
Salem NJ 08079

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, 856-935-7007

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

03/13/2015

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

09/01/2015

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:

From / Desde: **05/15/15** To / Hasta: **12/20/15**

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

44

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 60

Sunday / Domingo	<u>0</u>	Thursday / Jueves	<u>10</u>
Monday / Lunes	<u>10</u>	Friday / Viernes	<u>10</u>
Tuesday / Martes	<u>10</u>	Saturday / Sábado	<u>10</u>
Wednesday / Miércoles	<u>10</u>		

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas par alas diferentes actividades de la temporada:

N/A

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 / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Employer will furnish free and convenient cooking and kitchen facilities so that the workers may prepare their own meals. Employer will provide (on a voluntary basis) transportation for workers to and from a store at least once a week for supplies.

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.

George Cassaday

609-820-8169

Monday - Friday 8:00 to 5:00

Referrals of individuals shall be made through the order holding office of the New Jersey Department of Labor in order to ascertain current employment, crop or housing information to enable proper arrangements to be made.

Interviews either in person or by telephone will be conducted by the employer during the hours of 8am and 5pm, Monday through Friday. Employer is to be contacted at the following address and phone number:

Cassaday Farms, LLC, 401 Pine Tavern Rd, Monroeville, NJ 08343
George Cassaday - Owner - (856) 358-8167

Order Holding Office:

Workforce NJ One-Stop Career Center, 174 E. Broadway, 2nd Floor, Salem, NJ 08079 (856) 935-7007.

Employer agrees to interview all US workers referred by the State Employment Services who have been screened by such employment services for:

1. Availability for entire season
2. Have transportation to jobsite.
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment.

16. Job description and requirements / Descripción y requisitos del trabajo:

Lay plastic, instal drip irrigation, set up irrigation, manually plant, install & take down hooped row cover, manually weed & clean plastic of debris. Maintenance of all crops may include staking, tying, pruning, suckering & thinning. Picking of these items may be with a specialty knife or a clipper & the use of a mechanical harvest aid. Post-harvest handling will include sort & pack, package items in bins, bags, boxes, plastic containers & crates; application of ice; job tasks may include the operation & maintenance of tractors, farm vehicles, irrigation equipment, & other farm machinery.

Must be able to lift 75lbs, bend, lift, or twist with the context of doing daily job duties. 3 months of verifiable experience on a commercial vegetable farm in the past 10 years. This includes experience & proper techniques of how to prune, stake sucker & tie peppers & tomatoes. Employees must follow Good Agricultural Practice (GAP) rules & standards

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si No If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3

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 75 lbs./libras
- Repetitive Movements / Movimientos repetitivos

- 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 / Inclínándose o agachándose con frecuencia
- OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no 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			/ /
Farm	\$ 11.29	\$ N/A	N/A	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Tomatoes	\$	\$ 1.50/box		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Specialty Peppers	\$	\$ 2.00/box		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly/ Quincenal
Squash/Cabbage	\$	\$ 1.25/box		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pickles, bell peppers, cucumbers	\$	\$ 1.00/Box		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:

Above piece rates are paid for fully packed out boxes

***See attachment for additional wage information.**

19. Transportation Arrangements / Arreglos de Transportación

Transportation Provided. After worker has completed 50% of work contract period, employer shall reimburse worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to the place of work. Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (travel reimbursement subsistence will be the minimum amount of \$11.86 without receipts per 24-hour period of travel and the maximum amount will be \$46.00 per day with receipts) from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such costs, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distances involved. Free transportation will be provided from the housing location to the work site and return each day.

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

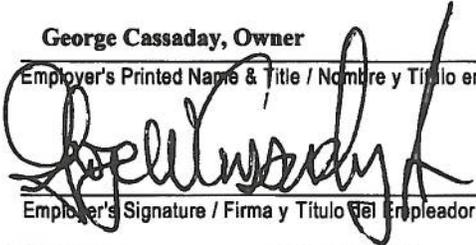
26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/S 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.

George Cassaday, Owner

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador



Employer's Signature / Firma y Título del Empleador

Date / Fecha

1-21-15

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 contractuales 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.

ETA Form 790 Attachment

Item 11- Anticipated Hours of Work per Week

10 hours per day is normal. The worker may be requested, but not required, to work more than 10 hours per day and/or on the Sabbath depending upon the conditions of the crop.

Item 17- Wage Rates, Special Pay Information and Deductions

- The Adverse effect wage rate of \$11.29, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage, whichever is higher, is guaranteed as a minimum. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed rate, the worker will be provided make-up pay to the guaranteed minimum rate.
- Wage may be higher or lower if AEWCR changes during work contract.
- Reasonable repair cost 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 damage to housing or furnishings
- Employer will not pay the worker a bonus.
- The employer will provide to workers referred through the clearance system 60 hours of work 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 notifying the order-holding office. If the employer fails to notify the order-holding office at least 10 working days prior to the original date of need the employer shall pay eligible workers referred through the clearance system \$11.29, per hour for the first week starting with the originally anticipated date of need. Employer will not require workers to perform alternative work if the guarantee cited in this section is invoked.
- Employer will offer a total of \$677.40 as the starting wage for the first week.
- Employer guarantees to offer employment for a minimum of $\frac{3}{4}$ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations (i.e. frost, flood, drought, hail, etc...), the $\frac{3}{4}$ guarantee period ends on the date of termination. Worker is not required to work more than 10 hours per day except when otherwise stated in the job order or on the worker's Sabbath or Federal Holidays to meet the guarantee period.

Other Conditions of Employment

- **Termination:** Employer may terminate the worker with notification to the Employment Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired; b) commits serious acts of misconduct.
- **Tools & Equipment:** Employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.
- **Injuries:** Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.
- **Employer Obligation if Employment Extended:** No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

- **Terms and Condition Changes:** Employer will expeditiously notify the order holding office 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.

- **Outreach Workers:** Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

- **Contract impossibility.** If, before the expiration date specified in the work contract, 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. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must: (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. Daily subsistence will be computed as set forth in 20 CFR 655.122(h). The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

- **Proof of Citizenship:** All workers hired under this order will be required to provide documentation attesting the U.S. Citizenship or legal status to work in the U.S.

- **Work Agreement:** A copy of the contract or Job Clearance Order will be provided to the worker by the employer no later than on the day the work commences.

- **Hours and Earnings:** Employer will furnish to the worker on or before each payday in one or more written statements the following information: (1) The worker's total earnings for the pay period; (2) The worker's hourly rate and/or piece rate of pay; (3) The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee separate from any hours offered over and above the guarantee); (4) The hours actually worked by the worker; (5) An itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) Beginning and ending dates of the pay period; and (8) The employer's name, address and FEIN.

- **Other:** Employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501.

Signature

Title

H-2A ASSURANCES (20 CFR 655.135)

By filing a temporary labor certification application, the employer agrees to abide by the H-2A regulations and makes the following assurances:

- A) **Labor Disputes:** The specific job opportunity for which the employer is requesting is not vacant because the former applicant is on strike or being locked out in the course of a labor dispute.

- B) **Employment Related Laws:** During the period for which the temporary alien agricultural labor certification is granted, the employer shall comply with applicable federal, state, and local employment related laws and regulations, including employment health and safety laws.

- C) **Rejections and Terminations of U.S. Workers:** No U.S. workers will be rejected for or terminated from employment for other than lawful job related reasons, and notification of all rejections or terminations shall be made to the appropriate ES office.

- D) **Recruitment of U.S. Workers:** The employer shall engage in positive recruitment of U.S. workers until the foreign workers have departed for the employer's place of employment and shall cooperate with the Employment Service System (ES) in the active recruitment of U.S. workers by:
 - (1) Assisting the ES System in preparing local, intra- and interstate job orders, using the information supplied and the employer's job offer, for clearance purposes to nearby states, if deemed necessary by the Department of Labor Regional Administrator (RA);
 - (2) Placing advertisements (in a language other than English, where the RA determines appropriate) for the job duties in a local newspaper of general circulation and/or on the local radio station, as required by the RA;
 - (i) Each such advertisement shall describe the nature and anticipated duration of the job opportunity; offer at least the prevailing wage rate; give the $\frac{3}{4}$ guarantee; state that work tools, supplies and equipment will be provided by the employer; state that housing will also be provided; and that transportation and subsistence expenses to the worksite be provided or paid by the employer upon completion of 50% of the work contract, or earlier if appropriate; and

- (ii) Each such advertisement shall direct interested workers to apply for the job opportunity at the local service office in their area.
 - (3) Cooperating and coordinating with the State Workforce Agency (SWA) with respect to recruitment efforts, including on-site recruitment and interviews in the local ES office and telephone interviews of able, willing and qualified eligible U.S. workers.
- E) **Fifty Percent Rule:** The employer shall provide employment to any qualified, eligible U.S. worker who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the Application for Temporary Employment Certification under which the foreign worker who is in the job was hired. In addition, the employer shall offer to provide housing and other benefits, wages, and working conditions required by the H-2A regulations to any U.S. worker referred or transferred pursuant to this assurance.
- F) **Other Recruitment:** The employer shall perform the specific recruitment and reporting activities specified by the RA, and shall engage in positive recruitment of U.S. workers to an extent (with respect to both effort and location) no less than that of non-H-2A agricultural employers of comparable or smaller size in the area of employment. When it is the prevailing practice in the area of employment and for the occupation for non-H-2A agricultural employers to secure U.S. workers through farm labor contractors and to compensate farm labor contractors with an override for their services, the employer shall make the same level of effort as non-H-2A agricultural employers and shall provide an override which is no less than that being provided by non-H-2A agricultural employers. Where the employer has centralized cooking and eating facilities designed to feed the workers, the employer shall not be required to provide meals through an override. The employer shall not be required to provide housing through an override.
- G) **Retaliation Prohibited:** The employer shall not intimidate, threaten, restrain, coerce, blacklist, discharge, or in any manner discriminate against any person who has with just cause:
- (1) Filed a complaint under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any DOL regulation promulgated to 216 of the INA;
 - (2) Instituted or cause to be instituted any proceeding under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;

- (3) Testify or is about to testify in any proceeding under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;
- (4) Consulted with an employee of a legal assistance program or an attorney on any other matter under or related to 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA;
- (5) Exercised or asserted on behalf of himself/herself or others any right or protection related to or afforded by 216 of the INA (8 U.S.C. 1186), or this subpart or any other DOL regulation promulgated pursuant to 216 of the INA.

H) **Fees:** The employer assures that the fees for certification of the H-2A regulations will be paid in a timely manner. The fee for each employer receiving a temporary alien agricultural labor certification is \$100, plus \$10 for each job opportunity certified for H-2A workers, provided the total fee shall not exceed \$1,000. **Timeliness:** Fees received by the RA within 30 calendar days after the date of the temporary alien labor certification determination are timely.


Employer's Signature / Title

H-21-15
Date

**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 10 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.

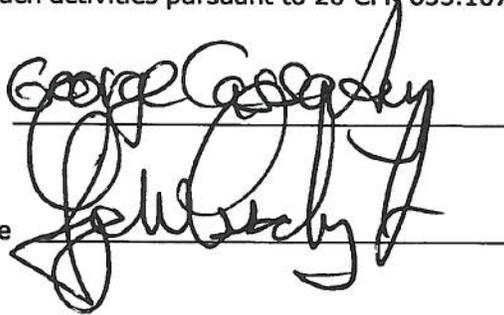
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

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 George Casady Date: 1-2-15

Employer's Signature 

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.

REQUEST FOR CONDITIONAL ACCESS INTO
INTERSTATE CLEARANCE SYSTEM

I, *Greg Cassidy*, hereby request permission for conditional entry into the interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of domestic workers.

As a condition for placing my order into interstate clearance, I assure that my housing will meet such standards as are agreed upon to fulfill the requirement of the U.S. Secretary of Labor for the use of the Employment Service facilities for interstate clearance orders.

I also authorize representatives of the State Employment Service, the State Health Department, and/or the U.S. Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition. My housing will meet applicable standards by the beginning date of need and I expect it to be occupied by the beginning date of need.

Greg Cassidy *Owner*
Employer's Signature / Title

1-21-15
Date

Cassaday Farms grows the following items - asparagus, strawberries, pickles, cucumbers, summer squash, zucchini, cabbage, broccoli, cauliflower, brussel sprouts, tomatoes, and a variety of peppers, melons, cantaloupes, sweet corn and sweet potatoes.

Tasks involved with growing these items include but are not limited to; laying plastic, installing drip irrigation, setting up irrigation, manually planting, installing and taking down hooped row cover, manually weeding and cleaning plastic of debris at the end of the growing cycle.

Maintenance of all crops may include staking, tying, pruning, suckering and thinning. Picking of these items may be with a specialty knife or a clipper and the use of a mechanical harvest aid.

Most crops will be harvested based off of size, color or maturity; post-harvest handling will include sorting and packing, packaging items in bins, bags, boxes, plastic containers and crates. Some may require the application of ice. Other job tasks may include the operation and maintenance of tractors, farm vehicles, irrigation equipment and other farm machinery.

Job Specifications:

1. Operational specifications can and will change during the season due to crop market conditions.
2. Workers will be expected to conform to the specific instructions provided for each day's work schedule. Instructions and general supervision will be provided by the supervisors or any other designated personnel assigned to lead work groups who count and check.
3. Daily individual work assignments crew assignments, and locations of work will be handled via your area assigned supervisor as they assess their crop and operational needs.
4. Workers may be assigned to varying work duties throughout the day. The work rules of conduct/discipline attached to this clearance order are the expected standards under this job order.
5. Piece work available for certain crops. Rules, policies, and procedures are based on the Food Safety and Modernization Act of 2015 and follows the guidelines of a Good Agricultural Practice (GAP) 3rd party audit.

Safety:

The health and safety of employees, workers and others while on Cassaday Farms property are of the utmost concern. It is therefore Cassaday Farms policy to strive constantly for the highest possible level of safety in all activities and operations and to carry out commitment of compliance with all health and safety laws applicable to Cassaday Farms business by enlisting the help of all employees to ensure that public work areas are free of hazardous conditions.

The Farm will make every effort to provide conditions that are safe.

Employees are expected to be equally conscientious about workplace safety, including but not limited to:

1. Proper work methods
2. Reporting potential hazards and abating known hazards. Unsafe work conditions in any work area that might result in an accident should be reported immediately to the supervisor...

Cassaday Farms safety policy or practices will be strictly enforced, including possible termination of employee.

Safe work habits are enforced every day. Safety is everybody's responsibility. As part of employment with Cassaday Farms, it is the employee/worker's responsibility to maintain safe work habits. This shall include the surroundings and any danger to the employee, worker, co-workers and members and guests.

Safety procedures are not optional. The insurance carrier and state/federal laws require them. Cassaday Farms Management is committed to a safe work place for everyone, and the following safety rules will facilitate a safe work culture for all Cassaday Farms Employees and Workers.

1. All injuries, no matter how slight, must be reported to your immediate supervisor immediately.
2. Use good body mechanics when bending, lifting or twisting within the context of doing your daily job duties. Use proper lifting techniques such as using your legs and not your back to do the lifting at all times.
3. There shall be no excessive jewelry, body piercings or other loose objects (e.g. false nails-long ear rings-loose bracelets-loose necklaces) worn or brought into fresh fruit and vegetable production areas if they pose a threat to the safety and suitability of the food, or those that may cause a problem to the packing line.
4. The supervisor in charge will judge what is excessive or what may be a problem at that time.

Operation of Vehicles and/or Farm Equipment

1. Employees/Workers operating vehicles shall conform to safe driving practices and may only operate equipment after Cassaday Farms has received the employee's license.

2. Employees/workers operating mobile equipment will need to demonstrate proper handling practices and deemed competent by a supervisor prior to engaging in use until proper training can administered, such as: forklift operator, tractor operator, bus driver and etc.
3. Employees/workers shall report any unsafe conditions or equipment to their supervisor immediately.

Know the location of all first aid kits and the names of personnel at locations who are trained in first aid, CPR, and blood borne pathogens.

Spills or debris on the floor must be cleaned up immediately and properly disposed. For blood or body fluids spills, follow the proper procedures as outlined in the Blood Borne Pathogen Exposure Plan.

Know the location of exits for each work area, and keep the exits clear and functional at all times.

Tools and equipment should be used, maintained and stored properly. Good housekeeping is an essential element for a safe workplace.

Horseplay or practical jokes that could affect the safety and health of co-workers is strictly prohibited.

Keep aisles, walkways and working areas clear of hazards.

Reporting to work under the influence of or using a controlled substance that has not been prescribed or being under the influence of alcohol is prohibited in the workplace or while on Cassaday Farms business.

Workplace rules and policies are intended to protect the employees, employer and the products of the company. The polices below apply to everyone who works at Cassaday Farms. If you fail to follow these rules, you will be disciplined, suspended, or even terminated, depending on how serious the violation is or how many times you have broken the rules. When you initial each rule and sign the form, you are saying you understand the rules and agree to follow them.

Excessive absences or tardiness during the employment period will not be permitted. Excessive tardiness or absence is defined as three (5) unexcused absences or three (5) unpunctual arrivals within any period of 30 work days, without the prior consent of a property authorized supervisor. Non-compliance results in termination.

A 30 period is defined as any 30 working days, not a calendar month.
Excused Absences are defined as:

1. Death in the family – Must bring documentation to office. Only documentation that is accepted is an obituary copy or funeral program. The documentation should have your name listed as a family member.
2. Doctor's Appointment – Must bring a doctors excuse with your name on it dated for the appointment. Generally, employee is excused.
3. Court Subpoena – Must bring copy to office. No probation meeting will be excused if you are required to meet with a Probation Officer; it is your responsibility to set-up a meeting after work-hours. No Exceptions.

If I choose to leave the work area early I must notify my supervisor. If I am tardy, I will be considered absent for the work day.

Cassaday Farms will consider the job abandoned if a worker fails to report to work for 5 consecutive days without the consent of a properly authorized supervisor.

I will not enter the facilities, fields, housing, or any other property of Cassaday Farms or its subsidiaries during hours I am not scheduled to work. Non-compliance results in termination.

I will not use or possess alcohol during work hours. I will not use or possess unlawful drugs during my employment period. I understand the Company is a Drug Free Workplace and any violations will result in termination. Non-compliance results in termination.

I will not possess firearms or weapons on the property of Cassaday Farms or its subsidiaries. Non-compliance results in termination.

I will not fight at any time while on Cassaday Farms Property. Non-compliance results in termination. This is to include any physical or aggressive verbal altercation.

I will not steal from co-workers or from Cassaday Farms or its subsidiaries. Stealing is defined as the taking of any type of property, no matter the value, of Cassaday Farms or its Co-workers. This includes documents and posters. Non-compliance results in termination.

I will not deliberately damage or destroy any machinery, equipment, tools or other property belonging to Cassaday Farms, subsidiaries, or a co-worker. Non-compliance results in termination.

I will not operate equipment or vehicles without my authorized supervisor's instructions. I understand I am required to be familiar with all safety and instructions prior to operating any equipment. Non-compliance results in termination.

I will not post or remove any notices, signs or other instructions. Non-compliance results in termination.

Cassaday Farms participates in the Good Agricultural Practices Program (GAP) to ensure that its products are safe and free from contamination. All employees must comply with the following rules. By putting your initials next to each rule and signing this form, you are stating you understand and agree to follow the GAP rules.

1. I must wash and sanitize my hands before reporting to my work site and after:
 - a. Using the restroom
 - b. Taking a break
 - c. Touching dirty containers or trash
 - d. Touching non-food products
 - e. Coughing or sneezing
2. I will not bring or use tobacco, food, drinks, gum, candy, while working.
3. My fingernails cannot be longer than 1/8 inch past fingertips.
4. I will not bring glass onto Company property.
5. My body will be clean and I will wear clean clothes.
6. If I have sores, cuts, lesions, open wounds, I will report them to my supervisor who will decide if I can work before they are healed.
7. If I am sick, I will tell my supervisor before I begin work. I understand certain illnesses require a doctor's release before I can return to work.
8. If blood comes into contact with anything, I will take it to my supervisor so it can be thrown away properly.
9. I will report any injury to my supervisor AS SOON AS IT HAPPENS.
10. I will throw toilet paper in the commode.
11. I will keep the restrooms and rest area clean
12. I will keep my workspace and tools clean
13. I will throw trash in designated trash cans only.
14. I will make sure produce containers are clean and kept off the ground.
15. I will not wear open toe shoes, jewelry, sleeveless shirts, tank tops, or hats with jewelry.

16. Workers should not wear loose fitting clothing, or other items that could become entangled in machinery, and long hair should be worn under a cap or otherwise contained to prevent entanglement in moving machinery. (OSHA 3170)
17. I will not falsify personal, medical, production, or other work related records or give false information during a Company Investigation. Non-compliance results in termination.
18. Supervisors and managers will often use cell phones and mobile radios for business purposes. Unless I am authorized to use a cell phone, I will not use electronic devices or my cell phone to call, text, e-mail, check time, head phones, iPhones, play games and etc., during work. Unauthorized use of electronic devices is permissible in the event of an emergency, employee's safety or similar situations. Non-compliance results in termination.
19. I will not leave the work area without permission before I clock out. I understand this is theft by fraudulent means by stealing time. An exception will be made in the event of an emergency or an in operative clock-in device. Non-compliance results in termination.
20. I will not take breaks not allowed by my supervisor and I will not overstay my authorized breaks. I understand this is by fraudulent means by stealing time. Non-compliance results in termination.
21. I will not smoke or use any tobacco products in any facility or fields on Cassaday Farms property. Non-compliance results in written warning, second offense in termination.
22. I will not deliberately do anything that interferes with production, including playing around, throwing things, wasting time, disrupting other workers during work time. Non-compliance results in written warning, second offense in termination.
23. I will not perform work that is careless or sloppy. Non-compliance results in written warning, second offense in termination.
24. I will use caution not to damage the fruit or plant during handling or harvesting. Non-compliance results in written warning, second offense in termination.
25. I will receive food safety and personal hygiene training. I understand I am required to comply with all food safety program rules. Non-compliance results in written warning, second offense in termination.
26. I will place all trash and waste materials in the proper container, I will not litter. Non-compliance results in written warning, second offense in termination.
27. I will follow the instructions of my supervisor. If I have a problem with my supervisor or any instructions he/she gives me, I will talk to someone in HR at Cassaday Farms. I will not be disrespectful or threatening to any employee. I understand talking back or refusing to follow reasonable instruction is "insubordination," Non-compliance results in written warning, second offense in termination.

28. I will follow the dress code specified in #16 of the Food Safety Compliance Policy that I have been given for Cassaday Farms. Non-compliance results in written warning, second offense in termination.
29. I will not begin work prior to scheduled starting time or continue working beyond scheduled stopping time unless authorized by supervisor.
30. All employees living on site must keep living area clean. Trash receptacles are located at each housing facility.
31. Drunkenness and disorderly conduct will not be permitted in housing.
32. Lights will be out by 10:00 PM on week days and 12:00 PM on Weekends.
33. All visitors must adhere to these rules or they will be asked to leave the premises.

Requirements

Employees must have 3 months of verifiable experience on a commercial vegetable farm in the past 10 years. This includes experience and proper techniques of how to prune, stake sucker and tie peppers and tomatoes. Employees must follow Good Agricultural Practice rules and standards.