

H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor



**A. Job Offer Information**

1. Job Title * Farmworkers							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	75	75	3. Begin Date * 6/2/2022		4. End Date * 12/20/2022		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
60	a. Total Hours	10	c. Monday	10	e. Wednesday	10	g. Friday
0	b. Sunday	10	d. Tuesday	10	f. Thursday	10	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>6</u> : <u>00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>15</u> <u>54</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>01</u> <u>75</u>		Incentive-Harvest tomatoes, 25 lb. box	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>75</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
Barnsboro Field-241 Barnsboro Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Sewell	New Jersey	08080	Gloucester
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
NONE			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
851 Whig Lane Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Monroeville	New Jersey	08343	Gloucester
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Barracks		1	9
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
Take Rt. 55 to Exit 48. Go 5 miles to the dead end on Rt. 77. Turn left onto Pine Tavern Rd. Take the first left onto Dilks Rd. Follow road to the dead end and turn left onto Whig Lane Rd. Go three miles to housing on the left.			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**E. Provision of Meals**

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.</p>	
2. If meals are provided, the employer: *	<div><input type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.</div> <div><input checked="" type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>14</u> . <u>00</u> per day per worker.</div>

**F. Transportation and Daily Subsistence**

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation.</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment.</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>14</u> . <u>00</u> per day *
	b. no more than	\$ <u>59</u> . <u>00</u> per day with receipts

H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor



**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply \*

N/A

3. Email Address to Apply \*

cassadayfarms@gmail.com

4. Website address (URL) to Apply \*

<https://www.nj.gov/labor/>

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of 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 contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, 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 Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to 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 as determined in 20 CFR 655.122(i), 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. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).





H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. 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. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. 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. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning 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. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance 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. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name * Cassaday Jr.	2. First (given) name * George	3. Middle initial \$ W.
4. Title * Owner		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 3/22/2022

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs 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 ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum A  
U.S. Department of Labor



**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Incentive-Harvest specialty peppers	\$ 02 . 25	Piece Rate	1/2 bushel box
	Incentive-Harvest squash	\$ 01 . 50	Piece Rate	1/2 bushel box
	Incentive-Harvest cabbage	\$ 01 . 50	Piece Rate	14-16 count box
	Incentive-Harvest pickling cucumbers	\$ 01 . 25	Piece Rate	bushel box
	Incentive-Harvest cucumbers	\$ 01 . 25	Piece Rate	1 1/9 bushel box
	Incentive-Harvest bell peppers	\$ 01 . 25	Piece Rate	1 1/9 bushel box
	Incentive-Harvest sweet corn	\$ 02 . 00	Piece Rate	48 ear box
		\$ .		
		\$ .		
		\$ .		



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Cassaday Farms, LLC	Burd Field-578 Whig Lane Rd. Monroeville, New Jersey 08343 SALEM	Dare Field-234 Friendship Rd., Monroeville; Dean East Field-720 Whig Lane Rd., Monroeville; Dean West Field-912 Whig Lane Rd., Monroeville; Guarrera Field-380 Pine Tavern Rd., Monroeville; Harris Field-721 Aura Rd., Monroeville; Harris Field-708 Aura Rd., Monroeville; Home Houses Field-401 Pine Tavern Rd., Monroeville; Home Labor Camp Field-418 Pine Tavern Rd., Monroeville; McCann Field-554 Buck Rd., Monroeville; New Freedom Field-63 New Freedom Rd., Monroeville	6/2/2022	12/20/2022	75
Cassaday Farms, LLC	Burd Field-578 Whig Lane Rd. Monroeville, New Jersey 08343 SALEM	New Kirk Field-24 Groff Rd., Monroeville; Old Cedar Field-278 Foote Ln., Monroeville; Packing House Field-82 Dilks Rd., Monroeville; Richards Field-558 Hardingville Rd., Monroeville; Kern Farm- 244 Swedesboro Rd., Monroeville; Kern Farm- 145 Glassboro Rd., Monroeville	6/2/2022	12/20/2022	75
Cassaday Farms, LLC	Field by WAWA-809 Lambs Rd. Richwood, New Jersey 08074 GLOUCESTER	Polocz Zee Field-329 Richwood Rd., Richwood; Rowan North Field-93 Zee Rd., Richwood	6/2/2022	12/20/2022	75
Cassaday Farms, LLC	Elmer Hospital Field-31 Garrison Rd. Elmer, New Jersey 08318 SALEM	Stella Farms-354 Route 77, Elmer	6/2/2022	12/20/2022	75
Cassaday Farms, LLC	Zee Field-580 Pitman Rd. Richwood, New Jersey 08062 SALEM		6/2/2022	12/20/2022	75



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**D. Additional Housing Information**

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Barracks	418 Pine Tavern Rd. Monroeville, New Jersey 08343 SALEM	Take Rt. 55 to Exit 48. Go 5 miles to the dead end on Rt. 77. Turn left onto Pine Tavern Rd.	2	70	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Barracks	354 Route 77 Elmer, New Jersey 08318 SALEM	Take Rt. 55 to Exit 48. Go 5 miles to the dead end on Rt. 77 South on left.	1	90	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Barracks	244 Swedesboro Rd. Monroeville, New Jersey 08318 SALEM	Take Rt. 55 to Exit 48. Go 5 miles to the dead end on Rt 77. Go to Swedesboro Road. Turn left. House is located on the left.	1	40	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Barracks	82 Dilks Rd. Monroeville, New Jersey 08343 SALEM	Take Rt. 55 to Exit 48. Go 5 miles to the dead end on Rt. 77. Turn left onto Pine Tavern Rd. Take the first left onto Dilks Rd. and housing is down on the left.	1	21	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3.	<b>Details of Material Term or Condition (up to 3,500 characters) *</b> Plant, cultivate, harvest, grade, pack and load bell pepper, tomato, asparagus, strawberries, pickling cucumber, cucumber, cabbage, broccoli, cauliflower, brussel sprouts, specialty peppers, melons, cantaloupe, sweet corn, sweet potato, eggplant, green beans, peas, squash and zucchini by hand. Lay and/or remove plastic. Clean plastic of debris. Participate in irrigation activities. Install and take down hooped row cover. Manually pull weeds. Stake, tie, sucker, thin and prune crops, as instructed by supervisor. Remove or clean plant debris or vines from ground or trellises. Train vines or plants on strings or trellises. Use hand tools such as shovels, tampers, pruning hooks, machetes, hoes and knives. Till soil. Apply pesticides, herbicides and fertilizers to crops. Clear and maintain fields, ditches, greenhouses and work areas. Picking may involve use of a specialty knife, clipper and / or the use of mechanical agricultural equipment. Workers must select harvestable produce based on correct size, maturity and quality. Workers will not break skin, damage, drop or bruise produce, or leave any appropriate product on the plant during harvest. Clean, grade, sort, wash, label, pack and load harvested produce. Package harvested crops into bins, bags, boxes, plastic containers and crates. Apply ice to select harvested crops. Load boxes onto pallets and transport vehicles. Repair fences and farm buildings. As a minor activity, operate, repair and maintain farm vehicles, implements and equipment to plow, harrow and fertilize soil, or to plant, cultivate, and harvest crops. Workers with licenses may drive the bus or other transportation vehicles to transport workers and may be offered additional hours. Assist with Good Agricultural Practices policies.  Allergies to ragweed, goldenrod, honey bees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Persons seeking employment in this position must be available for the entire period requested by the employer. Employer reserves the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able but is unwilling to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason. Instructions and general supervision will be provided by the supervisors or any other designated personnel assigned to lead work groups who count and check. 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.  Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time.  Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days.  TERMINATION. All workers will be subject to a two day introductory period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the introductory period if the worker's performance fails to satisfy the employer's reasonable expectations, or is otherwise unacceptable.		

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
3.	<b>Details of Material Term or Condition (up to 3,500 characters) *</b> <b>DEDUCTIONS.</b> Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing.		



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Three months of verifiable commercial vegetable farm experience, in the previous ten years, required. Experience should include knowledge of proper techniques of pruning, staking, suckering, and tying peppers and tomatoes. Perform extensive walking, standing, bending, stooping, pushing, pulling, twisting, and lifting and carrying of up to 75 lbs. Perform repetitive movements. Work may be in inclement weather including extreme heat, cold and/or rain for extensive periods of time. Must be 18 years of age or older.			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * All referrals should be made directly to the employer. Information on referrals must include the full name, telephone number or e-mail address of the applicant, and the name of the job, or job order number. The order holding office is also asked to provide the employer with a generic application form, resume or other evidence that the worker meets the requirements in the job order. The order holding office is asked to provide all referrals with a copy of the clearance order or at a minimum, a summary of wages, working conditions, and other material specifications. In the event of an amendment to the date of need, the employer requests that the state employment service attempt to inform referred migrant workers of that change. If the employer fails to notify the order-holding office of a delay in the date of need at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the clearance system that report for work and have made the required notice of availability to the job service office for the first week starting with the originally anticipated date of need. Failure by the worker to contact the local job service office or the order holding office to verify the date of need no sooner than 9 working days and no later than 5 working days prior to the original date of need in the job order will disqualify the referred migrant worker from the assurance provided in this section. Interested workers can contact the employer, George W. Cassaday Jr. at: cassadayfarms@gmail.com Please provide your full name, a callback number, the name of the job you are applying for, your mailing address or e-mail address, and how you heard about the job. In-person interviews may be available at the request of the applicant but are not required. The employer will review screening applications, resumes or other electronic self-referrals, conduct follow up telephone interviews and will consider the worker for the job based on the worker's qualifications. Standard office hours are Monday through Friday, 9:00a.m. - 5:00 p.m. To be eligible for employment, applicants must: 1. Be able, willing, and available to perform the specified job duties for the duration of the contract period; 2. Have been apprised of all material terms and conditions of employment; 3. Agree to abide by all material terms and conditions of employment; 4. Be legally authorized to work in the United States; AND 5. Satisfy all minimum job requirements			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Continued 1
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the two day introductory period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.			

f. Job Offer Information 6

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 1
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Workers may be subject to disciplinary action for failing to obtain employer's permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of worker's willful misconduct or gross negligence. If the employer receives a fine for acts committed by a worker on the road while driving an employer provided vehicle or equipment and he or she is at fault, the fine amount will be deducted from the employees' wages when expressly authorized by the worker in writing. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. In accordance with 8 CFR § 214.2(h)(5)(xi)(A) and 20 CFR § 655.135(j)-(k), employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.  FIRST WEEK'S PAY. Failure to contact the respective SWA office within the timeframe specified in 20 CFR § 653.501(c)(3)(i) shall disqualify any applicant from the assurances set forth therein.  RAISES/BONUSES. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure.  ADDITIONAL PAY DETAILS. In the event that the applicable H-2A wage rate decreases for any reason during the employer's recruitment and/or H-2A contract period in the instant job order, the employer reserves the right to decrease its offered/paid hourly wage to the new, lower wage rate, as long as the new lower rate remains the highest of the AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage, and the federal and state minimum wages in effect at the time work is performed. All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. In the event that the SWA/DOL promulgates new prevailing piece rate(s) lower than the specified piece rates, the employer reserves the right to pay the new, lower piece rate(s) for the applicable activities. When work is performed according to the stated piece rate schedule, workers are guaranteed that they will be paid no less than the applicable H-2A hourly rate for each hour worked. Pay ranges, if applicable, are determined based on a variety of factors including but not limited to crop size, quality, yield, and other circumstances that affect the difficulty of the work or the market value of the commodity. Pay shall not be less than the stated minimum and shall not exceed the stated maximum for each activity. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate.  Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA).			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions Continued 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Workers shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked. Sick leave will be paid at the regular rate of pay. Unused sick time of forty (40) hours or less will be paid out at the conclusion of the employment period or carried over to the following year. Workers are entitled to use paid sick leave beginning on the 120th calendar day after the employment start date. Workers are not required to use accrued sick leave.</p> <p>ADDITIONAL TERMS, CONDITIONS, AND ASSURANCES.</p> <p>REASONABLE ACCOMMODATIONS. Workers should be able to do the work required with or without reasonable accommodations.</p> <p>NONDISCRIMINATION. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order.</p> <p>DEPARTURE ACKNOWLEDGEMENT. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Employer provides, at no cost, incidental transportation between worksites.</p>			

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Cont
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Unless paid in advance, employer reimburses inbound travel costs with pay for the first workweek to the extent that worker's out-of-pocket expenses reduce earnings below FLSA minimum wage; remainder of travel costs reimbursed upon completion of 50% of the contract period or earlier. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate. In the event that the DOL publishes a new subsistence rate applicable to any portion of the employment period covered by this job offer which is higher or lower, the employer may pay the lower rate at the employer's discretion, beginning with the effective date of the published change.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety - Workers' Compensation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Worker compensation insurance is provided. Carrier is Farm Family Casualty Insurance Company. Notify George Cassaday Jr. at (856) 358-8167 in case of injury within 14 days.			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer provides separate bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period. Terminated workers shall have reasonable time to locate alternative housing, per state law. If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the listed housing.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>These Work Rules provide guidance to workers regarding acceptable conduct standards and general expectations. This document is not intended to be comprehensive. These policies apply to everyone who works at Cassaday Farms. Violation of any lawful, job-related employer requirements, including these Work Rules, are grounds for immediate termination. Other policies and/or disciplinary measures may apply at employer's discretion.</p> <ol style="list-style-type: none"><li>1. All injuries, no matter how slight, must be reported to your immediate supervisor immediately.</li><li>2. Use good body mechanics when bending, lifting or twisting within the contest 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.</li><li>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. The supervisor in charge will judge what is excessive or what may be a problem at that time.</li><li>4. Employees/workers operating vehicles shall conform to safe driving practices and may only operate equipment after Cassaday Farms has received the employee's license.</li><li>5. 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.</li><li>6. Employees/workers shall report any unsafe conditions or equipment to their supervisor immediately.</li><li>7. 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. Employees needing first aid are to inform their head supervisor. The supervisor will determine if other aid is needed.</li><li>8. 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.</li><li>9. Know the location of exits for each work area, and keep exits clear and functional at all times.</li><li>10. Tools and equipment should be used, maintained and stored properly. Good housekeeping is an essential element for a safe workplace.</li><li>11. Horseplay or practical jokes that could affect the safety and health of co-workers is strictly prohibited.</li><li>12. Keep aisles, walkways and working areas clear of hazards.</li><li>13. 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.</li><li>14. Workers will not enter the facilities, fields, housing, or any other property of Cassaday Farms or its subsidiaries during hours they are not scheduled to work. Non-compliance results in termination.</li><li>15. Workers will not use or possess alcohol during work hours. Workers will not use or possess unlawful drugs during employment period. Worker understands the Company is a Drug Free Workplace and any violations will result in termination. Non-compliance results in termination.</li><li>16. Workers will not possess firearms or weapons on the property of Cassaday Farms or its subsidiaries. Non-compliance results in termination.</li></ol>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules Continued 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>17. Workers 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.</p> <p>18. Workers 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.</p> <p>19. Workers 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.</p> <p>20. Workers will not operate equipment or vehicles without an authorized supervisor's instructions. Workers are required to be familiar with all safety and instructions prior to operating any equipment. Non-compliance results in termination.</p> <p>21. Workers will not post or remove any notices, signs or other instructions. Non-compliance results in termination.</p> <p>22. All employees must practice good sanitation and personal hygiene habits at all times. Workers must wash and sanitize my hands before reporting to work site and after:</p> <p>a. Using the restroom</p> <p>b. Taking a break</p> <p>c. Touching dirty containers or trash</p> <p>d. Touching non-food products</p> <p>e. Coughing or sneezing</p> <p>23. Workers will not bring or use tobacco, food, drinks, gum, candy, while working. There shall be no smoking, eating, chewing or tobacco use in any produce growing area as there are designated areas for this (e.g. break room/break area at field).</p> <p>24. Worker's fingernails cannot be longer than 1/8 inch past fingertips.</p> <p>25. Workers will not bring glass onto Company property.</p> <p>26. Body will be clean and worker will wear clean clothes. All clothing and footwear shall be worn so as to protect product from the risk of contamination. During the day, if clothing becomes too dirty and unsafe, worker will be required to change. As there is no product that requires the use of gloves, Cassaday Farms does not allow the use of gloves. As of this time, there is no policy for hair coverings.</p> <p>27. If worker has sores, cuts, lesions, open wounds, worker will report them to supervisor who will decide if work can be conducted before they are healed. No one with an open bleeding sore will be permitted in the production area.</p> <p>28. If worker is sick, worker will tell supervisor before beginning work. Worker understands certain illnesses require a doctor's release before returning to work.</p> <p>29. If blood comes into contact with anything, worker will take it to supervisor so it can be thrown away properly.</p> <p>30. Workers will report any injury to supervisor AS SOON AS IT HAPPENS.</p> <p>31. Workers will throw toilet paper in the commode.</p> <p>32. Workers will keep the restrooms and rest area clean.</p> <p>33. Workers will keep workspace and tools clean.</p> <p>34. Workers will throw trash in designated trash cans only.</p> <p>35. Workers will make sure produce containers are clean and kept off the ground.</p> <p>36. Workers will not wear open toe shoes, excessive jewelry, sleeveless shirts, tank tops, or hats with jewelry.</p> <p>37. 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)</p>			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules Continued 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>38. Workers will not falsify personal, medical, production, or other work related records or give false information during a Company Investigation. Non-compliance results in termination.</p> <p>39. Supervisors and managers will often use cell phones and mobile radios for business purposes. Unless worker is authorized to use a cell phone, worker will not use electronic devices or cell phone to call, text, e-mail, check time, head phones, I phones, 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.</p> <p>40. Workers will not leave the work area without permission before clocking out. Worker understands 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.</p> <p>41. Workers will not take breaks not allowed by supervisor and will not overstay authorized breaks. Worker should understand this is by fraudulent means by stealing time. Non-compliance results in termination. Except for reasonable breaks to use field sanitation, toilets, or hand washing facilities, or to drink water.</p> <p>42. Workers will leave field/packing area for all breaks so as not to contaminate the production area.</p> <p>43. Workers 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.</p> <p>44. Workers 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.</p> <p>45. Workers will not perform work that is careless or sloppy. Non-compliance results in written warning, second offense in termination.</p> <p>46. Workers will use caution not to damage to the fruit or plant during handling or harvesting. Non-compliance results in written warning, second offense in termination.</p> <p>47. Workers will receive food safety and personal hygiene training. Worker understands they are required to comply with all food safety program rules. Non-compliance results in written warning, second offense in termination.</p> <p>48. Employees with diarrhea or other symptoms of infectious disease will be restricted from handling produce or food-contact surfaces (either not allowed to work or assigned to another area with no food contact).</p> <p>49. Workers will place all trash and waste materials in the proper container, worker will not litter. Non-compliance results in written warning, second offense in termination.</p> <p>50. Workers will follow the instructions of their supervisor. If a worker has a problem with their supervisor or any instructions he/she gives, worker will talk to someone in HR at Cassaday Farms. Worker will not be disrespectful or threatening to any employee. Worker understands talking back or refusing to follow reasonable instruction is "insubordination." Non-compliance results in written warning, second offense in termination.</p> <p>51. Workers will follow the dress code specified in #16 of the Food Safety Compliance Policy that they are given for Cassaday Farms. Non-compliance results in written warning, second offense in termination.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules Continued 3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>52. Worker will not begin work prior to scheduled starting time or continue working beyond scheduled stopping time unless authorized by supervisor.</p> <p>53. All employees living on site must keep living area clean. Trash receptacles are located at each housing facility.</p> <p>54. Employees who have brought personal belongings to work may leave them in the buses or vans when working in the field. When working at the packing house, workers may leave their personal belongings in the buses or vans or some may be left in the break room.</p> <p>55. Drunkenness and disorderly conduct will not be permitted in housing.</p> <p>56. Lights will be out by 10:00 PM on week days and 12:00 AM on weekends.</p> <p>57. All visitors must adhere to these rules or they will be asked to leave the premises.</p> <p>58. If you choose to leave the work area early, you must notify your supervisor. If you are tardy, you will be considered absent for the work day.</p> <p>59. Excessive absences or tardiness during the employment period will not be permitted. Excessive tardiness or absence is defined as three (3) unexcused absences or threes (3) unpunctual arrivals within any period of 30 work days, without the prior consent of a property authorized supervisor. Non-compliance results in termination.</p> <p>A 30 period is defined as any 30 working days, not a calendar month.</p> <p>Excused Absences are defined as:</p> <p>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.</p> <p>2. Doctor's Appointment – Must bring a doctors excuse with your name on it dated for the appointment. Generally, employee is excused.</p> <p>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</p>			

p. Job Offer Information 16

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p>			