U.S. Department Labor
Employment and Training Administration

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):

Subarashii Kudamono, LP c/o Tom Sacks
7200 Suter Road
Coopersburg, PA 18036-1249

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:
20-1774032

b) Telephone Number/ Número de Teléfono:
(610) 282-6797

c) Fax Number/ Número de Fax: N/A

d) E-mail Address /Dirección de Correo Electrónico:
tsacks@wonderfulfruit.com

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

Worksite # 1: 5452 Holstein Drive, Kempton, PA 19529 Directions from Allentown, PA: Follow Route #22 West to Route # 100 North (approx. 8 miles); Follow Route # 100 North to Holben Valley Rd., (approx 8.5 miles), turn left; follow Holben Valley Rd to Route # 863, (approx 8 miles), turn left; follow for ¼ mile, Subarashii Kudamono sign and Holstein drive on right.

Worksite # 2: 9133 Eile Dahl Road, Kempton, PA 19529. Directions from Allentown, PA: Follow Route #22 West to Route # 100 North (approx. 8 miles); Follow Route # 100 North to Holben Valley Rd., (approx 8.5 miles), turn left; follow Holben Valley Rd to Route # 863, (approx 8 miles), turn left; follow for 1¼ mile to Eile Dahl Road, turn right. Follow for ¼ mile, farm on right side of road.

All work sites are owned and operated by Subarashii Kudamono LP.

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

4. SOC (O*NET/OES) Occupational Code /Código Industrial:

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

5. Job Order No. /Num. de Orden de Empleo:
10354080

6. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
555 Union BLVD. ALLENTOWN, PA 18109

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).
SHELLY DEWARYNSKI

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
6/3/16

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo
9/28/16

9. Anticipated Period of Employment/ Periodo anticipado o previsto de Empleo:
From/ Desde: 8/15/2016 To/Hasta: 11/11/2016

10. Number of Workers Requested /Número de Trabajadores Solicitados:
12

11. Anticipated Hours of Work per Week/Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

Sunday / Domingo 0
Monday / Lunes 8
Tuesday / Martes 8
Wednesday / Miércoles 8
Thursday /Jueves 8
Friday / Viernes 8
Saturday / Sábado 0

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

7:00 am to 4:00 PM
8 hours per day, Saturday and Sunday no work expected.

Address and Directions to Housing/ Domicilio y Direcciones al lugar de vivienda:
Directions from Philadelphia:
Take rout #476 (turnpike), north for 57 miles to Exit #56, Allentown. Follow route #22 west for 8.25 miles to Exit # 45, lynnport, Turn right onto route #863. Follow Route #863 for 6.75 miles. Subarashii Kudamono, LP farm i son left. Follow driveway to packing facility and house.

House #1) 5452 Holstein Drive, Kempton, PA 19529. Housing is a (3) + bedroom farm house with (2) full bathrooms, kitchen, eat in dining area, living room, laundry room, and enclosed porch area. (Capacity 11)

House #2) 5458B Holstein Drive, Kempton, PA 19529. Housing is a (1) bedroom apartment with kitchen, living room, and full bathroom. Apartment is attached to main packing facility. (Capacity 2)

House #3) 5458 A Holstein Drive, Kempton, PA 19529. Housing is a (1) bedroom apartment with kitchen, living room, and full bathroom. Apartment is attached to main packing facility. (Capacity 2)

Housing is owned and operated by Subarashii Kudamono, LP

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 provide 3 meals per day and will charge the worker $_____ per day.
__X_ Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals.
__X__Employer will provide (on a regular basis) transportation to assure workers access to Stores where they can purchase groceries, if the employer is providing cooking and kitchen facilities.

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 candidatosserán 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.

Interested workers may contact Tom Sacks at (610) 282-6797 for a phone interview Monday thru Friday from 8:00 am to 5:00 pm, or by mail at:

Subarashii Kudamono, LP
c/o Tom Sacks
7200 Suter Road
Coopersburg, PA 18036-1249

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

Worker will harvest Asian pears fruit, according to method appropriate for type of fruit, by hand. Carries and positions work aids, such as ladders, canvas drop cloths, and buckets. Selects fruit to be harvested, according to size, shape, and color. Grasps, twists, and pulls fruit from trees and places fruit into bags, buckets, or trays, exercising care to avoid plant and fruit damage. Empties filled containers into bins. Worker will be assisting in post harvest orchard clean-up. Worker must be able to stand and work on his/her feet, bend and stoop for long periods of time. Employer will provide two days of training in these job requirements.

Los trabajadores podrán cosechar peras fruta asiática, de acuerdo con el método apropiado para el tipo de fruta, con la mano. Transporta y puestos de trabajo auxiliares, tales como escaleras, cubiertas de lona, y cubos. Selecciona la fruta que se recogerá, según el tamaño, forma y color. Garras, giros, y tira de la fruta de los árboles y coloca la fruta en bolsas, cubetas o bandejas, ejerciendo cuidado para evitar daños vegetal y fruta. Vacía recipientes llenos en contenedores. Trabajador estará ayudando en post cosecha huerto de limpieza. Trabajador debe ser capaz de ponerse de pie y trabajar en su / sus pies, doblar y agacharse durante largos periodos de tiempo. Patrón proporcionará dos días de entrenamiento en estos requisitos de trabajo.

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: _____
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 _____lbs./libras
☐ Repetitive Movements / Movimientos repetitivos
☐ Criminal Background Check/Verificación de antecedentes penales
☐ Drug Screen/Detección de Drogas
☐ Extensive Pushing andPulling/Empujar y JalarExtensamente
☐ Extensive Walking/Caminar por largos ratos
■ Frequent Stooping/Inclinándose o agachándose con frecuencia
☐ OT/Holiday is not mandatory/Horas Extras(sobre tiempo)/ Días 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/Sí	No	Pay Period / Período de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Asian Pears	$11.66	$		Social Security / Seguro Social	■	❑	Weekly / Semanal
	$	$		Federal Tax / Impuestos Federales	■	❑	■
	$	$		State Tax /Impuestos Estatales	■	❑	Bi-weekly/ Quincenal
	$	$		Meals / Comidas	❑	■	❑
	$	$		Other (specify)/ Otro (especifica)	■	❑	Monthly/Mensual ❑
							Other/Otro ❑

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

Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to worker found to have been responsible for damage to housing or furnishings. See Attachment #16

19. Transportation Arrangements / Arreglos de Transportación

The employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

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 lapráctica 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 puestaen conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Si ■ No ❑

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

Tom Sacks Manager

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

Employer's Signature/ Firma yTítulo del Empleador

Date/Fecha

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo 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.

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

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 Tom Sacks Manager Date: 4/18/16

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.

ETA 790 Attachments

for

Subarashii Kudamono, LP c/o Tom Sacks
7200 Suter Road
Coopersburg, PA 18036-1249

ITEM # 2, LOCATION AND DIRECTIONS TO WORK SITE:

The directions to the work site are:

Worksite # 1: 5452 Holstein Drive, Kempton, PA 19529
Directions from Allentown, PA: Follow Route #22 West to Route # 100 North (approx. 8 miles); Follow Route # 100 North to Holben Valley Rd., (approx 8.5 miles), turn left; follow Holben Valley Rd to Route # 863, (approx 8 miles), turn left; follow for ¼ mile, Subarashii Kudamono sign and Holstein drive on right.
Worksite # 2: 9133 Eile Dahl Road, Kempton, PA 19529
Directions from Allentown, PA: Follow Route #22 West to Route # 100 North (approx. 8 miles); Follow Route # 100 North to Holben Valley Rd., (approx 8.5 miles), turn left; follow Holben Valley Rd to Route # 863, (approx 8 miles), turn left; follow for 1¼ mile to Eile Dahl Road, turn right. Follow for ¼ mile, farm on right side of road.
Worksite is owned and operated by Subarashii Kudamono, LP

ITEM # 3, LOCATION AND DESCRIPTION OF HOUSING:

Address of housing:

House #1) 5452 Holstein Drive, Kempton, PA 19529, House #2) 5458B Holstein Drive, Kempton, PA 19529., House #3) 5458 A Holstein Drive, Kempton, PA 19529

Directions to housing are:

Directions from Philadelphia:
Take rout #476 (turnpike), north for 57 miles to Exit #56, Allentown. Follow route #22 west for 8.25 miles to Exit # 45, lynnport, Turn right onto route #863. Follow Route #863 for 6.75 miles. Subarashii Kudamono, LP farm i son left. Follow driveway to packing facility and house.

House #1) 5452 Holstein Drive, Kempton, PA 19529. Housing is a (3) + bedroom farm house with (2) full bathrooms, kitchen, eat in dining area, living room, laundry room, and enclosed porch area. (Capacity 11)

House #2) 5458B Holstein Drive, Kempton, PA 19529. Housing is a (1) bedroom apartment with kitchen, living room, and full bathroom. Apartment is attached to main packing facility. (Capacity 2)

House #3) 5458 A Holstein Drive, Kempton, PA 19529. Housing is a (1) bedroom apartment with kitchen, living room, and full bathroom. Apartment is attached to main packing facility. (Capacity 2)

Housing is owned and operated by Subarashii Kudamono, LP

Housing will be clean and meet applicable Federal Housing Standards. Workers will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, may be charged to workers found to have been responsible for damage to housing or furnishing. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards not later than 30 days in advance of the date of need reflected on the attached ETA 790.

Workers may be reached at the following address and phone number:

ADDRESS 5452 Holstein Dr., Kempton, PA 19529.
PHONE: (610) 282-6797

ITEM # 13, BOARD ARRANGEMENTS: (*check appropriate boxes*)

_____ Employer will provide 3 meals per day and will charge the worker $_____ per day.

X Employer will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals.

X Employer will provide (on a regular basis) transportation to assure workers access to Stores where they can purchase groceries, if the employer is providing cooking and kitchen facilities.

ITEM # 14, REFERRAL INSTRUCTIONS: (*Include here who an applicant or State Employment Service Representative should contact concerning employment and how that person may be reached)* Interested workers may contact Tom Sacks at at (610) 282-6797 for a phone interview Monday thru Friday from 8:00 am to 5:00 pm, or by mail at:

Subarashii Kudamono, LP
c/o Tom Sacks
7200 Suter Road
Coopersburg, PA 18036-1249

ITEM # 11, ANTICIPATED HOURS OF WORK

8 hours of work per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath or Federal holidays.

ITEM # 15., JOB SPECIFICATIONS:(*Include here any general crop conditions and work duties not listed on ETA 790, Item #11)*

Worker will harvest Asian pears fruit, according to method appropriate for type of fruit, by hand. Carries and positions work aids, such as ladders, canvas drop cloths, and buckets. Selects fruit to be harvested, according to size, shape, and color. Grasps, twists, and pulls fruit from trees and places fruit into bags, buckets, or trays, exercising care to avoid plant and fruit damage. Empties filled containers into bins. Worker will be assisting in post harvest orchard clean-up. Worker must be able to stand and work on his/her feet, bend and stoop for long periods of time. Employer will provide two days of training in these job requirements.

Los trabajadores podrán cosechar peras fruta asiática, de acuerdo con el método apropiado para el tipo de fruta, con la mano. Transporta y puestos de trabajo auxiliares, tales como escaleras, cubiertas de lona, y cubos. Selecciona la fruta que se recogerá, según el tamaño, forma y color. Garras, giros, y tira de la fruta de los árboles y coloca la fruta en bolsas, cubetas o bandejas, ejerciendo cuidado para evitar daños vegetal y fruta. Vacía recipientes llenos en contenedores. Trabajador estará ayudando en post cosecha huerto de limpieza. Trabajador debe ser capaz de ponerse de pie y trabajar en su / sus pies, doblar y agacharse durante largos períodos de tiempo. Patrón proporcionará dos días de entrenamiento en estos requisitos de trabajo.

The employer will furnish without cost all tools, supplies, or equipment required in the performance of work.
All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.
Worker will be expected to meet the following production standards **if applicable**: (*list the production standards for each activity if production standards are applicable)*

ITEM #16, WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:
The Adverse Effect Wage Rate ("AEWR") of $ **11.66**, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment, whichever is greatest, will be the minimum rate of pay for all employees. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period results in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

This job offer includes the following crop activities and rates of pay per unit: (*Include all crops and activities not listed on ETA 790, Item #9, along with piece rates and units of measure*)

Crop Activity	Flat Rate (i.e., hr. wk.)	Piece Rate	Unit	Est. Hourly Equiv.	C/L Wage Rate
Asian Pears	$11.66/ Hr				

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

The employer will _____ OR will NOT **XXX** pay the worker a bonus of $_____, based on _____.

Payroll Periods will be **XXX** weekly OR _____ twice MONTHLY. Workers will be provided with an earnings statement, which contains at a minimum, the hours actually worked, total earnings, and all deductions. The statements will comply with 20CFR 655.122 (j)- (m)

Employer guarantees to offer employment for a minimum of 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 place of employment and ending on the expiration date specified in the work contract or extensions thereof. In an ACT of GOD termination, the 3/4 guarantee period ends on the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable in accordance with 20 CFR 655.122(0). 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, as described in paragraph (i)(1) of this section. 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 employers 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 H2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the workers 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 employers place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. 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
The employer will provide WORKER'S COMPENSATION INSURANCE, at no cost to the worker, covering injury and disease, arising out of and in the course of, the worker's employment.

ITEM #16 Cont. WAGE RATES, SPECIAL PAY INFORMATION & DEDUCTIONS:

Employer will not deduct for Federal Taxes for foreign workers, but will make the following deductions: Advances_____ Meals_____ Other_XXX___ Explain: Reasonable repair costs of damage, other than normal wear and tear, may be charged to worker found to have been responsible for damage to housing or furnishings.

No deductions will be made which will bring the employee's hourly wage below the Federal Minimum Wage. (Reference: Internal Revenue Service, Publication 51 Circular A, Agricultural Employer' Tax Guide).

Employer will provide worker referred through the Interstate clearance system 40 Hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the local office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system $ 11.66/ hr. for the first week starting with the originally anticipated date of need. Employer will _____ will not XXX require worker to perform alternative work if the guarantee cited in this section is invoked. The alternative work and pay are:_____
If worker referred fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

ITEM #17 TRANSPORTATION ARRANGEMENTS

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation **(if it is the prevailing practice).** If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period.

Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which **were advanced and/or reimbursed to the worker.**

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place of recruitment to the place of employment. 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 $12.09 per 24-hour period of travel and the maximum amount will be $51.00 per day with receipts as the maximum amount to be reimbursed for their transportation subsistence expenses)** from place of employment to place of recruitment, except when the worker will not be returning to place of recruitment, due to subsequent employment with another employer who agrees to pay such costs, in which case the employer will only pay for the transportation and subsistence 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 distance involved. Free transportation will be provided to and from the housing to the work site each day.

OTHER CLARIFICATIONS AND ASSURANCES:

ASSURANCE: The employer agrees to abide by the regulations at 20 CFR 653.501 and 20 CFR 655.135., 20 CFR 653.107.

EXTENSION OF EMPLOYMENT: 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: The employer will expeditiously notify the order holding office or the State agency by telephone immediately upon learning that a crop in 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 conduction of outreach activities pursuant to 20 CFR 653.501 and 20 CFR 653.107.

CONTRACT IMPOSSIBILITY: The employer will terminate the work contract of any worker whose services are no longer required for due to an ACT of GOD. In the event of such termination, the employer will be bound by the 3/4's guarantee from the first work day after arrival to the date of termination. The employer will make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law as applicable in accordance with 20 CFR 655.122(0)

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service, if the worker: (a) refuses work without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (fails, after completing any training or break-in period, to reach productions standards when production standards are applicable.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an ACT of GOD, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker came to work for the employer and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

EMPLOYER FURNISHED TOOLS AND EQUIPMENT: The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work.

INJURIES: The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day work commences.

NUMBER OF WORKERS: The employer expects the total number of workers to be used in this occupation to be **12** , of which **12** will be H2-A workers for which certification is requested, and the balance will be domestic workers. These numbers are only estimates, as the total workforce needs are dependent upon weather, crop conditions, and worker availability.

OTHER: The working conditions will 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 is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant workers.

TRAINING: Worker will be expected to meet the following production standards **if applicable**: (*list the production standards for each activity if production standards are applicable)*_____

All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.

WORK RULES
for
Subarashii Kudamono, LP

These work rules are not intended to be a complete list of rules. However, these work rules will help provide guidance to workers concerning standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for termination of the worker's employment. Penalties such as suspension from work opportunity for the remainder of the day, or for up to three days, may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality, effort, and the care and maintenance of all property provided to them by the employer.

1. Workers must follow the supervisor's instructions. Insubordination or failure to regard authority will not be tolerated.

2. The employer will train workers in all aspects of planting and harvesting of crops and job duties (as specified in Item #15, Job Specifications) for (2) days (16 working hours).

3. Workers who do not perform work as per supervisor's instructions may be suspended without pay for the remainder of the work day or for up to (5) days at one time. This is the sole judgment of the supervisor, depending upon the degree and seriousness of the infraction. The worker's prior record and other relevant factors will be considered before any disciplinary action is taken.

4. No use or possession of beer, liquor, unlawful drugs or weapons is permitted during work time or during any work day before work is completed for the day (such as during meals). Workers may not report to work under the influence of alcohol or drugs. Illegal drugs may not be used or kept on any employer premises, including housing. Use or possession of illegal drugs, excessive use of alcohol, will usually result in immediate termination.

5. Employees are expected to be present, able, and willing to perform the assigned work every scheduled work day before work is completed for the day. This is not sporadic or "day work". Excessive absences will not be tolerated. Excessive absences is considered five (5) consecutive days of un-excused absences or five (5) absences in a 30 day period.

6. Workers shall maintain any living quarters provided to them in a clean and consistent manner. Workers will cooperate with other workers assigned to such housing and agree to assist in maintaining common kitchen and living areas.

7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds as floor space in sleeping rooms is needed by all occupants.

8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen and living areas.

9. Workers may not drop paper, cans, bottles or other trash in fields, packing house area or on housing premises. Trash and waste receptacles must be used.

10. Workers may not leave the field or other assigned work areas without permission of employer or supervisor.

CLEARANCE ORDER ASSURANCES
(20 CFR 653.501)

By filing and interstate clearance order, the employer agrees to abide by the interstate clearance order regulations and makes the following assurances:

1. The employer will provide workers referred through the employer's Clearance Order with a full week of employment for the week beginning with the date of need stated in Item #9 of the Clearance Order, unless the employer amends such date of need at least 10 working days prior, by so notifying the appropriate ES office. The employer will pay workers recruited through this Clearance Order the rate specified in the Clearance Order for the first weeks starting with the original date of need. The employer retains the option, however, of requiring the worker to perform the alternative work specified in the Clearance Order, if the guarantee in this section is invoked.

2. In the event that the period of employment is extended beyond that specified in the Clearance Order, the employer will not be relieved from paying the wage already earned, and from providing transportation or paying transportation expenses as provided in the Clearance Order regulations.

3. The working conditions of this job offer comply with applicable Federal and State minimum wage, child labor, social security, health and safety, migrant and seasonal farm worker and other employment related laws.

4. The employer will expeditiously notify the appropriate ES office by telephone upon learning that his/her crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment being offered by the employer.

5. The employer, if acting as a Farm Labor Contractor (FLC) or Farm Labor Contractor Employer (FLCE) on the order, has a valid FLC certificate or FLCE identification card.

6. The employer will provide housing which meets Federal standards and is sufficient to house the number of workers requested through the Clearance System. The housing will be provided at no cost to the workers who are referred on this order, and when applicable, family members, as provided in Item #3 of the Clearance Order, who are unable to return to their residence on the same day.

7. Employment Service staff (including outreach workers) shall have reasonable access to workers in the conduct of outreach activities.

8. This job order describes the actual terms and conditions of the employment being offered by the employer and contains all the material terms and conditions of the job.

SIGNATURE OF EMPLOYER

4/18/16
DATE

REFERRAL INSTRUCTIONS

Potential U.S. workers (referrals) will be accepted from the local Job Service Office, through word-of-mouth, gate hires (walk-up workers), and other sources. All applicants should be thoroughly familiarized with the job specifications and terms and conditions of employment on the job order. Only workers meeting all qualifications on the job order should be referred by the Job Service Office. In the event the employer receives phone calls or walk-up workers interested in the job offer, the employer must inform the worker of the job requirements and duties, must consider the worker for the job based on the workers qualifications, and must report the results in the final recruitment report submitted to the U.S. Department of Labor.

The best days and times of day for the local Job Service Office to contact the employer concerning referrals as follows:

_x_M_x_T_x_W_x_TH_x_F From __7:00 am to 11:00 am and From __1:00 pm to 4 :00 pm
___M___T___W___TH___F From ___:00 am to ___:00 am and From ___:00 pm to ___:00 pm
___M___T___W___TH___F From ___:00 am to ___:00 am and From ___:00 pm to ___:00 pm
___M___T___W___TH___F From ___:00 am to ___:00 am and From ___:00 pm to ___:00 pm

The scheduling of the employer's personal and telephone interviews of referrals will be coordinated by the employer with the local job service office. Personal interviews may be conducted at the local job service office.

ASSURANCE OF RENEWAL OF WORKER'S COMPENSATION COVERAGE DURING WORK CONTRACT PERIOD

This serves as an assurance that should I receive certification of my H-2A application, I will have a valid worker's compensation insurance policy during the job contract period for any worker I employ under the H-2A program. Additionally, once I purchase my worker's compensation insurance coverage, I will provide to your office the company's name, policy number, and effective dates.

This also serves as an assurance that should my worker's compensation insurance policy expire during the work contract period in which I employ workers under the H-2A program, I will renew my worker's compensation insurance policy to cover the workers.

Additionally, once I do renew the worker's compensation policy, I will provide the company's name, policy number, and effective dates to the Certifying Officer, U.S. Department of Labor, Employment and Training Administration, at the address listed in ETA 790, Item #19.

REQUEST FOR CONDITIONAL ACCESS INTO INTERSTATE CLEARANCE SYSTEM

I, Tom Sacks, 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 and 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 facilitate 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. I expect my housing to be occupied by 8/15/2016
Based upon the above data, my housing will meet applicable standards by 7/15/2016 (30 days prior to anticipated occupancy date).

Tom Sacks
SIGNATURE OF EMPLOYER

4/18/16
DATE