



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

**A. Job Offer Information**

1. Job Title * Farmworkers and Laborers							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	110	110	3. Begin Date * 10/21/2022	4. End Date * 1/6/2023			
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 *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. 9 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. 3 : 00 <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 \$		
\$ 12.41		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH	\$				
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): N/A							
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.) The employer will make the following deductions: FICA taxes, federal income tax, cash advances, overpayment of wages; and charges for any loss to the employer due to the worker's damage or loss of equipment or housing items where it is shown that the worker is responsible, any other deductions expressly authorized by the worker in writing. No state income tax will be deducted.							



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>80</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) *			
None			

**C. Place of Employment Information**

1. Address/Location *			
DiMare Ruskin, Inc. - 12511 NW Hwy 70			
2. City *	3. State *	4. Postal Code *	5. County *
Arcadia	Florida	34266	Desoto
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
Dimare Ruskin, Inc. owns and controls all worksite locations.			
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 *			
1549 NE Easting Avenue			
2. City *	3. State *	4. Postal Code *	5. County *
Arcadia	Florida	34266	Desoto
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Migrant Labor Camp		1	10
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) *			
Employer leased housing.			
Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.			
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**

1. Describe how 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.)

The employer will provide free and convenient cooking and kitchen facilities to workers living in employer provided housing which will enable workers to prepare their own meals.

2. If meals are provided, the employer: \*

☒ **WILL NOT** charge workers for such meals.

☐ **WILL** charge workers for such meals at \$ \_\_\_\_ . \_\_\_\_ per day per worker.

**F. Transportation and Daily Subsistence**

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.)

The employer will provide free transportation for the workers to and from a food store and laundry facility once per week.

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.)

The employer attests to abide by all guidelines listed within items 7.a & 7.b of Conditions of Employment and Assurances.

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 \$ 14 . 00 per day \*

b. no more than \$ 59 . 00 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 \*

+1 (941) 322-0108

3. Email Address to Apply \*

N/A

4. Website address (URL) to Apply \*

www.employflorida.com

**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 *	2. First (given) name *	3. Middle initial §
DiMare	Scott	
4. Title *		
Vice President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		8/24/2022

**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
	Harvesting of Tomatoes	\$ 12 . 41	Hour	Round: \$0.65 per bucket, or \$12.41 per hour guaranteed Roma/Plum: \$0.75 per bucket; or \$12.41 per hour guaranteed
	Lay Plastic (Drip)	\$ 12 . 41	Hour	
	Plastic Repair	\$ 12 . 41	Hour	
	Shovel Work (End)	\$ 12 . 41	Hour	
	Planting	\$ 12 . 41	Hour	
	Replanting	\$ 12 . 41	Hour	
	Irrigation installation & removal	\$ 12 . 41	Hour	
	Staking	\$ 12 . 41	Hour	
	Staking (Stand and Pound)	\$ 12 . 41	Hour	\$ 0.75 or \$1.45 per 100 ft.; or \$12.41 per hour guaranteed
	Pruning	\$ 12 . 41	Hour	



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
	Tying (hourly)	\$ 12 . 41	Hour	
	Tying (piece)-Round Tomato Plum/Roma Tomato	\$ 12 . 41	Hour	\$0.70 per 100 ft.; or \$12.41 per hour guaranteed
	Sanitation	\$ 12 . 41	Hour	
	Weeding	\$ 12 . 41	Hour	
	Plastic	\$ 12 . 41	Hour	
	Pull Plastic & Cut String	\$ 12 . 41	Hour	\$2.00 per 100 ft., or \$12.41 per hour guaranteed
	Field clean-up	\$ 12 . 41	Hour	
	Plastic Baler Operation	\$ 12 . 41	Hour	
	Committee Meeting/ Training	\$ 12 . 41	Hour	
		\$ .		

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 §
Dimare Ruskin, Inc.	12511 NW Hwy 70 Arcadia, Florida 34266 DESOTO	Diamond D Farm	10/21/2022	1/6/2023	110
Dimare Ruskin, Inc.	5672 County Line Arcadia, Florida 34266 DESOTO	Hardee Farm	10/21/2022	1/6/2023	110
Dimare Ruskin, Inc.	13055 Sugar Bowl Road Myakka City, Florida 34251 MANATEE	Diamond D / Hardee Farm	10/21/2022	1/6/2023	110



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 *
Migrant Labor Camp	1549 NE Eastling Ave Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	1	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	316 14th Avenue Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	1	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	1985 SE Michigan Avenue Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	1	18	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	1690 Nobles Avenue Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	1	6	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	1720 Nobles Avenue Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	1	6	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	1682 Nobles Avenue Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	1	7	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	2173 NE Goolsby Street Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	9	55	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	208 W. Hickory Street Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	1	22	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	1645 1673 NE Lea & 1644 NE Ora Street Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	12	56	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Migrant Labor Camp	1582, 1602, SE 2nd & 1575-1603 SE 3rd Avenue Arcadia, Florida 34266 DESOTO	Employer leased housing.  Family housing is not available and the provision of family housing is not a prevailing practice in the area of intended employment. Co-ed housing is not offered; all female workers will be housed with other females and all male workers will be housed with other males.	6	30	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" 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
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time-to-time and may include all of the following job specifications:  Harvesting of Tomatoes (Round, Roma, Plum piece): Using a 24-quart bucket, remove mature tomatoes from the plant with both hands (also remove calyx and stem from tomato) and place into the bucket. Repeat the process on each plant until the tomato bucket is full. Then lift the bucket and place on your shoulder, stand upright, and walk at a brisk pace until you reach the truck with bins. Lift the bucket from your shoulder with both hands, and give it to the person next the bin. The person next to the bin dumps the tomatoes into the bin and returns the bucket with a ticket in it. Save the ticket to keep a count of how many buckets you pick. Repeat process.  Plastic: Workers will lay and repair plastic/ends and paint walkways.  Pull Plastic and cut Strins: workers will remove plastic drip tape and string from plant bed or field, gather plastic, drip tape and string to the ends of the field or walkways.  Planting (hourly): Loading and unloading of plant trays from plant delivery boxes to planting machine, unloading empty trays from planter back onto plant boxes. Riding on plant machine and placing one plant into each hole made by plant machine and gathering soil to fill in space around the plant with soil using hand. Walking also behind planting machine placing a plant in hold that was missed and also filling in the hole with soil by using hand. Removing plants at walkways. Units covered will be divided by number of workers on the crew times the pay rate.  Replanting (hourly): When needed, replanting will require employees to carry trays that weigh 1 -5lbs into field to replace injured or dead plants in field rows.  Irrigation installation & removal (hourly): Connecting and installing irrigation (poly) lines at various points in fields for irrigation practices of crops. Removal of irrigation (poly) lines and connections at end of crop season. This task will include shovel work as needed. Shoveling spigots.			

b. Job Offer Information 2

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intention to work the entire season; b) local workers confirm availability and reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work; c) confirmation of full disclosure of all terms, conditions, and nature of work; d) confirmation of legal qualifications to work in the US. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.  All referrals are encouraged to contact their nearest career center for pre-employment screening before contacting the employer.  All referrals are to be made to Marisol Ramos, Mary Roblero or David Garcia at 5715 US Hwy 41 N. Apollo Beach, Florida Telephone: 941-322-0108. Collect calls will not be accepted. Walk-in applicants will be accepted. Hours for all Referred and Walk-In Applicants are Monday through Friday from 9 a.m. to 12 p.m. All local intrastate applicants may apply directly to the employer. All interstate applicants are encouraged but not required to first contact the nearest [one-stop] career center prior to contacting the employer for any updated information regarding the job prior to referral. For referrals from beyond normal commuting distance, an application may be sent by fax to the employer, or a telephone interview may be requested. The employer will contact all applicants by phone who have submitted an application to conduct an interview.  The employer will abide by the requirements and assurances of 20 CFR 653.501 in the processing and/or hiring of individuals referred through the clearance system.  Prior to referral, each worker should either read or have read to them a copy of the Job Offer and that they understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed job activities at the discretion of the employer and workers must have transportation to the designated pickup location.  All hired referred and walk-in applicants must bring with them documentation of identity and employment eligible documents (original documents only), sufficient to complete the I-9 Form within 3 days from the start of employment. All workers from within normal commuting distance recruited against this Job Order will not be provided housing and transportation.			



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 *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Descriptions continued - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Staking: workers will set out stakes to be stood and pounded, fix and strap stakes.</p> <p>Skating (Stand and Pound): Workers will stand stakes between each tomato plant and use air hammers over the stake to drive the stake into the ground.</p> <p>Pruning (hourly): Remove side shoots from the main tomato stem in the position and quantity determined by management according to the variety being pruned. The worker will use one hand to stabilize the main stem while removing the side shoots or 'suckers' with the other. Continue the process for each tomato plant in the entire field.</p> <p>Tying (hourly): Attaching a small box of string to one's waist with belt and in one hand using a tying stick in the other hand, attach string to the tying stick. Then take the tying stick and looping string around the tomato stake and standing tomato plant between stakes and pulling string tight to hold the plant up between stakes. Continue the process for each tomato stake and plant for the entire tomato field on both sides of the tomato plant. This task will require the removal of empty boxes and trash from the field at the end of the tying process.</p> <p>Tying (piece)-Round Tomato Plum/Roma Tomato: Attaching a small box of string to one's waist with belt and in one hand using a tying stick in the other, attach string to the tying stick. Then take the tying stick and looping string around the tomato stake and standing tomato plant between stakes and pulling string tight to hold the plant up between stakes. Continue the process for each tomato stake and plant for the entire tomato field on both sides of the tomato plant. This task will require the removal of empty boxes and trash from field at the end of the tying process.</p> <p>Sanitation (hourly): Field removal of and trash by placing in containers/trash bags, cleaning of restrooms, mowing of grounds at gates, &amp; maintenance.</p> <p>Weeding (hourly): Workers is to walk along the field and pull weeds from areas directed and placed on grown away from the growing area. Tree trimming of branches or necessary areas of tree removal and in plies and remove by placing on equipment.</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Descriptions continued - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>String Cutting (Twine piece): Worker is required to use a knife that is provided by the employer and with hands to cut through string from the top to the bottom of the plastic beds with a downward motion and cutting through sting wrapped around stakes that are standing in the rows. At every crossway, the worker will stop and place string that has been collected and into a trash bag provide by employer and continue the process until each row assigned is completed for the day. Once completed for the day or bags are full worker must place bags of string at the end of the roadways.</p> <p>Field clean-up (hourly): The worker will complete any field clean up, bailing plastic, pick up string and shovel ends.</p> <p>Pull Plastic (piece): With both hands, grab all plastic and drip tape, remove it from the plant bed or field. Gathering plastic and drip tape to the ends of the field and/or walkways. Repeat the process throughout the entire field. Per 100 ft. rate.</p> <p>Pick Up Plastic (hourly): Pick up bails of plastic and load onto truck to be delivered and then unloaded at the designated drop off area. Units covered will be divided by number of workers on the crew times the pay rate. Per 100 ft. rate.</p> <p>Plastic Baler Operation (hourly): Moving behind the baler machine and gathering plastic from piles in the field into the plastic baler container. Once baler is filled and bailer compacts plastic into a bale then worker places baling wire around bales to hold bales together. Repeat procedure for entire field. Units covered will be divided by number of workers on the crew times the pay rate.</p> <p>Committee Meeting/Training: Workers are directed to attend and receive certain types of training requirements by OSHA/EPA-Company policy-and FFSC Code of Conduct. Training will be performed at meeting locations, and gatherings. Required information will be provided by method of videos, speaker, and handout materials.</p> <p>The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the worker for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools.</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**

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 Descriptions continued - III
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>General Specifications and Physical Requirements of the Job: The majority of the workday is spent on one's feet and outdoors. Workers rarely stand in one place for any period of time. Workers must be able to stand, sit, stoop, squat, kneel, crouch, bend, (from the waist), push, pull, reach, lift and carry items weighing up from 5 to 80 pounds in the course of performing required activities. Work is performed in outdoor agricultural fields and involves exposure to sun, wind, rain, soil, mud, dust, heat, cold and other natural elements. Worker must be able to withstand working in the direct sunlight, and weather conditions ranging from hot and humid weather, moderate rain and cold while performing their required job duties. Workers should come prepared wearing appropriate clothing and footwear for the environmental and working conditions described.</p> <p>The work entails exposure to soil, plants, insects, and plant materials such as, but not limited to pesticides and fertilizers. The employer will comply with all worker protection standards and restrictions applicable to the use of pesticides and other chemicals. Workers are required to comply with all applicable worker protections standards as communicated by Supervisors and Farm Managers. Required posters will be placed at applications areas displaying date and time that re-entry is allowed. For the employer to ensure the highest level of food safety within its operation, workers must be able to listen to, understand the identification of, and follow verbal instructions by Company Supervisors and Managers when these required posters are in place.</p> <p>Stooping and Bending: This activity would be constant for the job specifications.</p> <p>Daily job assignments will be made by, and at the sole discretion of, the employer as the progression of the growing season dictates. Workers may not switch work at Company locations without specific authorization of the Farm manager. At the direction of the Farm Manager and/or Supervisor workers may be re-assigned to different farm locations within the company at various times of the workday and/or on different days.</p> <p>Non-workers will not be permitted at the work sites or on company property without permission from the employer. Importantly, no non-working minor children under the age of 18 shall be present at the work site, or left unattended in vehicles at the worksite during the day. Workers arriving at the worksite with non-working minor children or other non-workers will be sent home.</p>			

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Range of Hours:
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Six (6) hours per day, Monday through Saturday, is normal, however the worker may be requested but not required to work additional hours per day and the Sabbath and/or federal holidays and Sunday depending upon the conditions of the crop, weather, maturity of the crop and market conditions. Workers will be provided a 30-minute lunch break on most days unless unforeseen circumstances necessitate working 5 hours or less on a workday.</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**

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for costs incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The daily subsistence while in travel will be no less than \$14.00 per day without receipts and up to \$59.00 per day with receipts as the maximum amount to be reimbursed. If the worker completes the work contract period, the employer will 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, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that 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 will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer is not required to provide or pay for such expenses.</p> <p>For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters, and the employer's worksite and return without cost to the worker.</p> <p>The employer assures that all employer-provided transportation that meets all applicable local, state, and federal requirements.</p>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Production Standards
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Production standard for harvesting is calculated by (hourly wage) \$12.41 divided by (piece rate) of 0.65 round tomato or 0.75 plum tomato multiplied by (hours worked).</p> <p>HARVESTING EXAMPLE: \$12.41 (AEWR) ÷ 0.65 (round tomato) x 6 (hours worked) = \$114.55 production standard.</p> <p><b>**Production standard for ALL OTHER PIECE RATE JOBS will be calculated using the same formula.</b></p> <p><b>**Persons that are terminated for any of these reasons on this Form are not allowed to return as an employee to work until the following harvest season.</b></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 *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Fair Food Program and H-2A Rights:
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Welcome to the Fair Food Program.  You will be working for a company that participates in the Fair Food Program (FFP). The FFP was created by the Coalition of Immokalee Workers, a human rights organization led by farmworkers. The FFP promotes farms where workers and growers benefit from a fair and dignified work environment. Your rights under the Fair Food Program will be monitored and enforced by the Fair Food Standards Council (FFSC). This is a short introduction to those rights. You will receive more detailed training when you get to the farm.  Complaints and Questions On FFP farms, workers (that means you!) are empowered to help ensure that your rights are respected. You can always make a complaint about problems that you or your co-workers experience, without the fear of retaliation. Supervisors cannot fire you or retaliate against you in any way because you make complaints to the company or the FFSC. Your complaints will be taken seriously by the people investigating them. And, if you want, your complaint will be kept confidential. If you have any complaints or questions about your experience at the farm, you can always contact the Fair Food Standards Council - 24 hours a day, 7 days a week - by calling FFSC's toll-free complaint line:  Fair Food Standards Council Toll-Free - 24/7 - Confidential 1-855-873-9494  Discipline and Terminations FFP farms are required to use a progressive discipline policy when disciplining workers, and generally cannot terminate workers without first issuing a verbal warning and at least one written warning. However, farms do have some "zero-tolerance" rules in which a worker can be terminated for a single offense, including acts of violence and sexual assault.  If you are terminated without first receiving verbal and written warnings, or if you believe that you have been inappropriately disciplined, please contact the Fair Food Standards Council.  Hours and Timekeeping In the FFP, farms are required to have an accurate system for recording all of the hours that you work. You should control your time registration device - your ID badge or time card - during clock-in and clock-out. You should clock in as soon as you arrive at the company's property, and should not be required to clock out until all tasks are complete and you are leaving the farm. This is important because every worker must earn at least the legal hourly minimum wage, even if you are being paid by the piece.  Fair Food Program Bonus Workers in the FFP receive a bonus in their regular paychecks. The bonus is paid for by certain companies that buy tomatoes from the farm. That bonus will change each week depending on how much your farm sells to those companies and how much you earn each week.			

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Fair Food Program & H-2A Rights cont:
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Filling the Bucket Workers in the FFP are only required to fill their harvesting buckets with tomatoes to the rim of the bucket. You are not required to put tomatoes above the rim of the bucket, but you also can't shake your bucket.  Health and Safety at Work The farm must ensure that worker's safety and health are protected: - The farm is required to allow workers to stop working - without retaliation under any circumstance in which a worker believes that their health and safety is threatened or in danger. - The farm is required to stop work when there are threats to worker's health or safety, such as lightning, excessive heat, drift from pesticide spraying, or other immediate dangers. - The farm is required provide shade at all times and locations that work being done. Protective equipment must be provided when necessary, and you must be trained on how to use the equipment correctly. - The farm is required to ensure that clean drinking water and clean bathrooms are available and easily accessible throughout each workday. - The farm is required to provide you with access to medical care - and pay for any medical bills or medicine - if you get sick or injured on the job. - The farm must give you the opportunity to take a reasonable number of breaks during the day, to rest, drink water, use the bathroom, and use the shade that is made available to you. - Workers must be provided with reasonable days off to rest.  A Respectful Work Environment The farm must offer a work environment in which all workers are respected. Forced labor, violence, weapons, and sexual assault are never allowed on a Fair Food Program farm. You also have the right to work without being subject to verbal abuse, discrimination, or sexual harassment. For example: - Verbal Abuse: Supervisors cannot use offensive language, speak to workers disrespectfully, or yell at workers. - Discrimination: Workers should not be treated differently due to the color of their skin, the country they come from, the languages that they speak, their gender, or sexual orientation; - Sexual Harassment: Workers should not be subject to unwanted touching, vulgar language or jokes, stalking, demands for sexual activity, or promises of better treatment based on sexual favors).  Returning to Work on Future H-2A Contracts When you return to Mexico after your contract ends, you must go to your local SNE office to find out if you are eligible to return on a future contract. If you learn that you are not eligible to return to the same farm, you can appeal that decision by contacting the FFSC at 1-855-873-9494. Even if you are not eligible to return to the same farm, you may be eligible to work on a new contract at another FFP farm.			



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 - Additional H-2A Protections:
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>In addition to knowing your rights and responsibilities under the Fair Food Program, make sure you are familiar with the protections you have under the U.S. laws as an H-2A worker. Here are a few of the most important legal protections you have:</p> <p><b>Recruitment Fees:</b> All recruitment of workers from Mexico for the H-2A program on FFP farms must be done through the National Employment Service (SNE). No other person or agency may recruit workers. No one is permitted to charge you any fees for helping you get a job. If anyone asks you to pay them or anyone else for helping you find work on a FFP farm, call FFSC to report this at our toll-free number: 1-855-873-9494.</p> <p><b>Reimbursement/Payment of Travel Expenses:</b> You will have to pay for certain things when you travel from your hometown to the farm in the U.S. Remember to request and keep copies of receipts for all expenses from your hometown to the farm in the United States, including transportation, food, and lodging. You will receive payment from the farm for those expenses. Usually you will get this money in the first pay period you work, but always by the time you complete 50% of your contract. If you complete your contract, the company will also pay for you to return home, including reasonable costs for travel, food and lodging.</p> <p><b>AEWR</b> PLEASE READ YOUR CONTRACT (ETA FORM 790) CAREFULLY. It should be written in your native language. If necessary, get someone to read it with you and explain anything you do not fully understand. This form will tell you the minimum you should be paid for every hour that you work. That is usually in paragraph # 17 on page 4 of the form. How much you will be paid per hour is called "AEWR". The AEWR depends on where you will be working in the U.S. The AEWR is your minimum hourly wage for the contract. That means that even if your employer pays you a "piece rate" meaning you are paid based on the tasks you are performing, for example the number of buckets you harvest, you must be paid at least the amount in paragraph 17 for every hour you have worked during the week. But, you can make more than the minimum hourly rate in paragraph #17 if you are a very fast worker.</p> <p><b>3/4 Guarantee</b> Look carefully at paragraphs # 9 and # 11 on pg. 1 of your contract (the ETA Form 790). They will tell you the period of time you are being hired for, and the number of hours per week your employer expects you to work. Those hours are not guaranteed for each week, but the employer has agreed to pay you for at least 75% of the total hours shown in your contract even if you are not asked to work that amount.</p> <p><b>Example -</b> Let's say your contract runs from 4/3/16 to 7/23/16 and the farm expects you to work 35 hours from Monday through Friday, and another 5 hours on Saturdays, for a total of 40 hours per week. The AEWR you are promised is \$12.41 per hour. Under the "3/4 Guarantee", you are guaranteed to make at least \$3685.77 for working in the U.S. under your H-2A contract, based on \$12.41 per hr. x 36 hrs. per week x 11 weeks x 75%.</p> <p><b>Housing and Meals</b> The farm must provide you with housing that is safe at no cost to you. The farm must also provide free and convenient cooking facilities where you can prepare your own meals, or must provide you with three meals a day for which you can be charged an amount limited by law.</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 - Reasons for Termination - I
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Termination or Other Discipline:</b> Employer may discipline and/or terminate the worker from their employment with notification to the Job Service local office if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or otherwise demonstrates that they are unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) or other job-related reasons; (f) falsifies identification, personnel, medical or other work-related records; (g) commits acts of violence towards another employee or third party; (h) has a record of a criminal conviction or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>In general, with respect to Item A(b) above, "serious acts of misconduct" include but are not limited to one or more of the following: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a reasonable instruction given by the employer, supervisor or manager; abusing or threatening other employees or a supervisor or manager; spitting on another employee, using profanity or other demeaning words towards another employee; engaging in physical or verbal bullying or harassment of another employee engaging in conduct which physically harms another employee or damages the employer's or another worker's personal property.</p> <p>Five unexcused absences by the worker will be considered a job-related reason for worker termination. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and continuously that are reasonable under the working conditions. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles. The employer will report workers who, a) voluntarily abandon employment before the end of the contract period, or b) workers who are terminated for cause, to the Chicago National Processing Center, and H-2A workers to the Department of Homeland Security, in writing or other approved method, not later than two (2) days after the abandonment or termination occurs.</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**

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Reasons for Termination - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the written consent of the employer. The employer will not be responsible for providing or paying for transportation and subsistence expenses of absconders, and such absconders will not be entitled to the <math>\frac{3}{4}</math> guarantee.</p> <p>Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for workers that leave without providing notice, once address verification has been provided. It is imperative that workers provide a complete and accurate permanent address to the employer no later than the first day of employment. The employer has a no rehire policy for workers who fail to complete their contract of employment. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with the employer. Workers who abandon their employment without notice during the period covered by this work agreement also will be disqualified from future employment opportunities. Voluntary resignations before the specified ending date listed in this application may also disqualify the employee from future employment opportunities. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no rehire policy.</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 - Reasons for Termination - III
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>In the event of termination for medical reasons occurring after arrival on the job as a result of employment, or in the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.</p> <p>Pursuant to DOL regulations at 20 CFR 655.122(o), 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 Certifying Officer. In the event of contract impossibility, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. The employer will 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 available, the employer will: (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the workers next certified H-2A employer, whichever the worker prefers; (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expensed to the place of employment; and (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence will be computed as set forth in subparagraph (h) of 20 CFR § 655.122. 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.</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 - Workplace Standards and Rules - I
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>DiMare Ruskin expects all employees to adhere to the standards and expectations for conduct (“Work Rules”) which it believes are necessary for the company’s safe and efficient operations.</p> <p>The Work Rules listed below, and others that may be established from time to time, are not all-inclusive. These standards are only examples of the types of prohibited conduct for which employees may be disciplined or terminated. They are published to provide a general understanding of what your employer considers to be unacceptable conduct. The employer may impose disciplinary action in those instances where management decides such action is appropriate up to and including termination of employment for cause.</p> <ol style="list-style-type: none"><li>1. Failure to perform work assigned by a supervisor or manager, consistent with the terms of your contract.</li><li>2. Falsification of company records or documents, or other material forms of dishonesty, fraud, theft, or the misuse of property.</li><li>3. Leaving the farm property during scheduled working hours without the permission of your supervisor or manager.</li><li>4. Deliberately abusing, destroying, damaging, or defacing farm property, tools and/or equipment, including the personal property of others.</li></ol>			

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workplace Standards and Rules - II
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>5. Taking part in any conduct which may endanger health or safety of fellow employees or bring discredit to employer, its supervisors or managers.</p> <p>6. Improper or illegal use of alcoholic beverages, illegal drugs, controlled substances, or prescribed medications.</p> <p>7. Failure or refusal to cooperate in a company investigation.</p> <p>8. Improper behavior in performing your job.</p> <p>9. Violation of the employer’s policies or procedures – including but not limited to housing rules of occupancy – which have been established to protect the employer’s property and equipment, as well as to help safeguard the health and safety of its employees.</p> <p>10. Tolerating, participating in, or initiating an event or act that is reasonably considered to be threatening verbal or written behavior or workplace violence. This type of prohibited conduct may include engaging in verbal or harassing conduct or behavior towards a co-worker.</p> <p>11. Engaging in verbal or prohibited acts of prohibited employment discrimination or retaliation against another employee.</p> <p>12. Possessing cell phones inside work areas such as the fields, groves, orchards and/or packing facility. Cell phones must be left during working hours in the bus, van or at the housing facilities.</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**

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - I
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> General: 1. Keep house Clean 2. Sweep all floors daily 3. Mop all floors weekly 4. Do not leave trash in yard 5. DO NOT DAMAGE HOUSE 6. No loud music or parties after dark 7. Do NOT leave A/C on during the day 8. Do not cover/remove smoke alarms 9. Do not remove heaters/fire extinguishers from home 10. Do not use extension cords 11. Do not remove/tear screen on doors/windows 12. No fighting or weapons will be allowed 13. No alterations to units are allowed 14. No consumption of alcohol or illegal substances are permitted  Bathroom: 1. Flush toilet paper after every use 2. Place toilet paper, after use, in toilet before flushing. Don't put in waste basket. 3. When dirty, clean off surfaces: top of toilet bowl, sink and shower 4. Take out waste basket when full  Bedroom: 1. Make your bed 2. Do not take beds apart or move beds 3. No guest allowed staying overnight 4. Keep personal belongings in own space 5. No food is allowed to be stored in bedrooms			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Rules - II
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> This housing is being offered to you by your employer as an extra benefit from this company. You have to be employed by this company to be permitted to live in the housing provided. Nonemployees are not allowed to stay at the worker housing. The tenancy is from week to week. In the event that your employment ceases, workers will have reasonable time to find alternative housing.  Your housing unit can be and will be inspected by a company representative weekly or monthly by the Department of Health. These inspections are to help assure that all housing units are maintained in healthy and neat conditions.  <b>**IMPORTANT</b> You are responsible for ALL damages done to your housing unit during your stay. Any damages that are not caused by normal wear and tear will be deducted from your pay. Continuous violations of the housing rules can result in your termination of employment as well as your right to live at the housing provided by the company.  <b>NOTE:</b> The Company makes a big effort in finding good and secure housing for everyone's convenience. It is important that you avoid leaving valuable items as well as money in the housing units when you leave. The company will be not responsible for any stolen items from the housing units.			



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**

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Benchmark Compliance Policy
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employee Benchmark Standards - DiMare Ruskin, Inc. Benchmark Policy</p> <p>This Policy Provides a guideline of minimum benchmarks required to identify development opportunities and address behaviors that do not meet benchmark expectations. At DiMare Ruskin, Inc. employees are required to demonstrate reasonable and predetermined behaviors that allow them to meet benchmark expectations set by the company.</p> <p>Employees will be listed on a recurring report that ranks employees on where their average benchmark standard is for the crew: this is based on work as it relates to the crew: this is based on work as it relates to units produced. Failure to comply with this policy, or to perform the work described in the job description will result in a notice on the employees pay as Notice 1, Notice 2, and Notice 3.</p> <p>Written Warning Formats Notice will be consistent with the company's Progressive Discipline Policy, as noted on pay stubs</p> <ul style="list-style-type: none"><li>• Notice 1= Verbal (documented)</li><li>• Notice 2 =Written</li><li>• Notice3 = Final</li><li>• Termination will be coordinated and approved by designated staff</li></ul> <p>These notices should be considered as disciplinary warnings under the company's progressive discipline guidelines. A Notice 3 will require a meeting with the Crew Leader to determine if future employment will be considered; typically, this will translate into a Final Warning which may result in termination from employment.</p> <p>Note: In general, workers failing to meet the Benchmark Policy may be additionally disciplined by having work hours reduced to a minimum for the workweek, being denied available work opportunities beyond the minimum hours for the workweek, being denied consideration for future seasonal employment opportunities, and/ or being terminated from their employment.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Information Regarding Pay:
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>**** The employer will pay a wage that is the highest of the AEWR, 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.</p> <p>Most of the jobs associated with this employment are paid by the piece rate. However, \$12.41 per hour (or a higher or lower AEWR in effect at the time the work is performed) or a higher or lower prevailing wage rate, if applicable, is guaranteed as a minimum for all hours worked during a pay period. If the worker's total pay for the pay period from piece-rate earnings and hourly wages divided by his total hours worked during that pay period results in average hourly earnings of less than the guaranteed hourly rate, the worker will be provided build-up pay to the guaranteed minimum hourly rate.</p> <p>In the event that the applicable H-2A wage rate decreases for any reason during the employer's positive recruitment or H-2A contract period covered by this job order or any approved extensions thereof. The employer reserves the right to decrease its offered paid wage to the new lower wage rate. So, as long as the new wage rate remains the highest of the AEWR, the prevailing hourly wage rate or piece rate, an agreed upon collective bargaining wage, and the federal and state minimum wage in effect at the time the work covered by this contract is performed.</p>			