OMB Approval: 1205-0466
Expiration Date: 8/31/2022

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

A. Job Offer Information

1. Job Title * Farmworker and Laborers Nursery

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	75	75	3. Begin Date * 1/3/2022	4. End Date *4/29/2022

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *

42	**a. Total Hours**	6	c. Monday	6	e. Wednesday	6	g. Friday
6	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday

7. Hourly work schedule *
a. 8 : 00 ☑ AM ☐ PM
b. 2 : 30 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

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 §
$ 11 . 88	☑ HOUR ☐ MONTH	$ ____.__	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☐ Yes ☑ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ 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.)
Federal taxes, state taxes, Social Security tax as required by law.
Overtime will be paid when applicable under law.

H-2A Case Number: H-300-21298-665744 Case Status: Full Certification Determination Date: 11/23/2021 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or Higher ☐ Other degree (JD, MD, etc.)

2. Work Experience: number of months required. *	0	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☑ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ 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 "**NONE**" below)* *

Overtime will be paid when applicable under law.

C. Place of Employment Information

1. Address/Location *
8079 Van Zyverden Rd

2. City *	3. State *	4. Postal Code *	5. County *
Meridian	Mississippi	39305	Lauderdale

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
1601 61 Place South Meridian MS 39307

7. Is a completed **Addendum 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? * ☐ Yes ☑ No

D. Housing Information

1. Housing Address/Location *
2704 Valley Rd

2. City *	3. State *	4. Postal Code *	5. County *
Meridian	Mississippi	39307	Lauderdale

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Mobile Homes	13	78

9. Housing complies or will comply with the following applicable standards: * ☐ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
383 Briarwood Rd Meridian MS 39305- Trailer Park
2704 Valley RD, Meridian, MS 39307 - Lots 81, 89, 91, 93, 97, 98, 100, 103, 105, 106, 107, 111, 112

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ No

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.)*

Each apartment is furnish free and convenient cooking kitchen facilities. The workers will be provided with 12 & 15 passenger vans to go pick up groceries when needed.

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.)

Free transportation will be provided from the housing location to the work site and return each day. All employer-provided transportation will meet at a minimum the same Federal standards for vehicle safety, vehicle insurance and driver licensure applicable to most other agricultural workers.

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.)

Inbound Transportation will be reimbursed at 50% of the contract and outbound will be reimbursed at the end of the contract.

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	$ 13 . 17	per day *
	b. no more than	$ 55 . 00	per day with receipts

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.)

On site and phone interviews will be primarily from the Office.
The office is located at 8079 Van Zyveden Rd Meridian MS 39305.

An applicant or State Workforce Agency Representative should contact the office at (601) 679-1035 ext 1765
The company will interview by phone Monday-Friday from 8:00 am - 2:30 pm. ()
Applicants to MSDES Workforce Agency Personnel, Walk-Ins, etc. may:
__x__ Call for an interview at the number listed on the ETA 790.
__x__ Report to the The office listed on the ETA 790.
MSDES will inform applicants of the working conditions, job requirements, and that they must complete an individual
employment application. All applicants must meet the requirements of the Immigration Reform and Control Act regarding their eligibility to accept this employment in the

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (601) 679-1035	IMeneses@vzusa.com

4. Website address (URL) to Apply *
N/A

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

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).

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 CPR 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).

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).

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 §
DeBardeleben	Alex	N/A
4. Title *		
Chief Financial Officer		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		11/3/2021

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 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 §
Van Zyverden	1601 61 Place South Meridian , Mississippi 39307 LAUDERDALE		1/3/2022	4/29/2022	75

Form ETA-790A Addendum B **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-21298-665744 Case Status: Full Certification Determination Date: 11/23/2021 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Assortment Assembly Duties
Staple Posters to wood rack
Staple shelf strips to wood rack
Assemble metal racks
Place wood or cardboard shelves in metal racks
Attach side panels to metal racks with zip ties
Attach adhesive shelf strip to metal racks
Attach shelf strip holder to metal racks
Insert Shelf Strip to metal shelf strip holder
Staple or attached required paperwork to racks as required
Load wood racks or metal racks on rollers
Load racks or pallets with finished product (cases and peg rack items)
Staple lids to cover racks as required
Cover racks with cardboard cover as required
Cover racks with plastic bag as required
Wrap racks with net wrap as required
Remove racks from rollers with pallet jack
Move racks as needed with forklift
Report finished assortment on computer
Apply Pallet Card label to finished racks
Stack Cardboard
Move and stack empty pallets after products are put on racks
Keep work area clean
Sweep area if necessary
Use pneumatic guns
Use manual staple guns
Use tape gun when necessary to tape boxes when necessary
Use plastic strap and metal clip to secure cover around rack when necessary
Move and stack plastic crates
Use plastic strap and banding gun to secure cover around rack when necessary
Remove foliage from plants as needed

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug Test

3. Details of Material Term or Condition (*up to 3,500 characters*) *

ALL DRUG TESTING WILL BE CARRIED OUT EQUALLY BETWEEN THE U.S. WORKERS AND THE H-2A WORKERS. The drug testing will be done post-hire and will be conducted at the employers expense. The drug test will be performed if there is an accident or work incident and the drug test will be performed if the workers are working in a specific area due to insurance requirements.

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 - Grommit Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Moving product with pallet jack
Fold plastic trays
Put bags in pegrack capper
Put pegrack capper under grommet machine to put grommet in
Fill up trays with finished product
Stack finished trays on pallet
Unstack pallets with trays
Put grommets in grommet machine
Put staples in per rack capper

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Machine Room

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Machine Room Job Description:
Pallet of raw stock (bulbs) dropped off at machine by material puller:
Cut plastic and bands on pallet, pick up plastic and bands, throw in trash.
Dump crate of bulbs into machine hopper, remove sticker from empty crate, stack empty crate on pallet. Repeat until all crates are emptied or job is complete. Remove empty pallet to designated area. Continue to remove stickers and stack empty crates on pallet until desired height. Wrap full pallet of empty crates for pick up. Use pallet jack to return finished job raw stock to staging area or bring more raw stock from staging area to hopper. Keep working area clean and free of loose debris on floor.
Load bales of peatmoss into dirt machine:
Remove plastic from pallet of peat moss and throw in trash.
Use box cutter to cut plastic wrap on bale and break bale in half. Dump half bale of peat moss into hopper, remove plastic and break up with shovel, repeat until hopper is full. Remove empty pallets to staging area and keep area free from trash and debris.
Assist Supervisor changing plastic film on machine:
Use pallet jack to get roll of plastic film for machine. Cut plastic and bands from pallet of film. Throw plastic and bands in trash. Pick up roll of plastic film and load onto machine spool.
Packing duties on machine:
Count and hand drop bulbs into buckets on machine.
Fold boxes, staple cappers on boxes, place labels on boxes.
Fold lids and place labels on lids if needed.
Count packs of product to put in boxes, put lids on boxes.
Stack boxes on pallet.
Wrap finished pallet with plastic wrap.

Move finished pallet with pallet jack.
Tear down or repair reworks as needed (to include, removing or adding staples replacing damaged cappers or missing product).
Pick up loose bulbs and sweep around machine.
Inspect, sort, clean or discard bad bulbs at machine.
Pick up all empty crates and place on pallet.
Remove staples from boxes and crates.
Pick up empty boxes and put into trash.

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 - Online Sale Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Online Sales
Duties:
Scan bar code trays to pick orders
Scan finished good to pick orders
Pick up/stack cleared trays and put back in the cooler
Put back extra product in the cooler/location using the scanner
Stack completed orders trays on a pallet in the cooler
Manual pallet jack
Work in different coolers temperatures, (36, 45, 68, 70)
Keep work area clean and organized
Clean, organize and stock coolers
Pick up and stack empty plastic trays
Pick up and stack empty pallets
Process orders on computers
Use tape gun when necessary to tape boxes
Operate tape machine
Change the tape on the tape machine
Pre-make different size boxes and cardboard inserts
Pre- make flower bulbs collections/ kits
Label/ sticker/ tag different product if necessary
Cleaning/scrubbing/wiping mold from raw bulbs/product
Stacking/sorting shipped boxes onto pallets
Load pallets of shipped boxes onto truck
Refill insert cards

f. Job Offer Information 6

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Packing Dept Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Pack Line:
Label packaging bags
Use staple to put labels on elephant ears
Use rubber bands to secure product tags on elephant ears
Fill pots with packing media
Fill pots with raw stock
Fill bags with packing media
Fill bags with raw stock
Assemble display boxes and trays
Label display boxes and trays
Staple display boxes and trays
Package finished goods in display boxes and trays
Staple packaging bags
Load finished goods on pallets
Wrap finished goods on pallets with plastic wrap
Place and move pallets as needed
Use pallet jack to transport finished goods
Use pallet jack to transport raw stock
Count inventory of all material used in production process
Hand pack raw stock in peat moss
Hand pack raw stock in saw dust
Use zip ties to contain packaged goods
Use scissors to cut zip ties
Use prune cutters to trim raw stock
Use razor blades to open material boxes

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Picture Dept Duties

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Picture Department Job Description:
Cut plastic wrap and straps from bundled cardboard box pallet using box cutter, throw plastic and straps in trash.
Place boxes from pallet to table to be labeled.
Place labeled boxes from the table to correct pallets by product picture.
Wrap finished pallet of glued picture boxes with plastic wrap.
Put pallet card on finished pallet.
Mix glue and fill up glue machines.
Count picture labels before gluing.
Put picture label thru glue machine.
Put picture label on box.
Cycle count and inventory pictures.
Cycle count and inventory boxes.
Keep area and work stations free of trash and debris.

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Walmart Lids

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Walmart Lids Department

Use scanner gun
Apply electronic pallet card
Build pallets per order
Load finished product on trucks
Move material with pallet jack
Move pallets as needed with forklift
Pull orders with scanner gun from coolers and warehouse
Put lids on finished product
Use the net wrapping machine
Print pallet cards to attach to orders
Use scanner to check finshed pallets

Apply Pallet Card label to finished pallets
Stack Cardboard
Move and stack empty pallets after products are put on orders
Keep work area clean
Sweep area if necessary
Use manual staple guns
Use tape gun when necessary to tape boxes when necessary
Use plastic strap and metal clip to secure cover around pallet when necessary

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Woodshop

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Clock in or out using badge and time clock.
Loading lumber on saw tables.
Programing and operating automated saws.
Operating manual saws and drilling machines.
Unloading cut wood from saw tables.
Stacking various cut wood and wood components in correct count and position.
Building components using hammers, cutters, measuring tapes, nail guns and cut wood.
Operating various pneumatic nail guns, staplers, screw guns, drills and presses.
Operate pallet jacks and/or fork lifts.
Moving pallets of wood and components with pallet jacks or fork lifts.
Setting up work tables and work stations.
Setting up final assembly lines. Moving rollers and organize components.
Building finished racks using cut wood, components, nail guns, screw guns etc.
Placing labels, pallet cards and other documentation on cut wood, components and finished racks.
Operate and load banding machines and binders.
Band or bind all necessary wood, components, racks, etc.
Locate trash bins as needed.
Clean and/or organize all equipment, tables, tools, floors, forms and material at end of shift.
Operate brooms, scoop shovels, air blowers, fans, etc.
Zip Tie racks together for moving
Load and unload trailers as needed

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Berry Room

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Cut and breakdown cardboard boxes
Sleeve packaging labels
Sticker packaging labels
Label packing boxes
Assemble packing boxes
Pack finished good
Load finished goods on pallets
Wrap finished goods on pallets with plastic wrap
Place and move pallets as needed
Use pallet jack to transport finished goods
Use pallet jack to transport raw stock
Count inventory of all material used in production process
Hand pack raw stock in peat moss
Hand pack raw stock in saw dust
Use zip ties to contain packaged goods
Use scissors to cut zip ties
Use prune cutters to trim raw stock
Use razor blades to open material boxes
Use band saw
Use wheel barrel to recycle peat moss and saw dust
Use raw stock rolling machine
Transport rolling paper to assigned work area

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Hand Production

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The Hand Production department packs bulbs, by hand, into plastic bags, display boxes, and net bags. Depending on the customer, the above-mentioned can vary along with the everyday duties of the employees within the department. Following duties include:

Set-up or Teardown of the department- This includes setting up and tearing down tables and dirt bins, as well as filling the bins with dirt, positioning raw stock for easy access at corresponding tables, and placing the correct bags or boxes to be used, per work order, at the table. Dirt will arrive in bales which will be placed into a dirt bin and cut open by cutting tools provided. Once all work orders are complete for the season, workers will remove tables from the department, empty any remaining dirt from bins, count and repack leftover bags and boxes, and thoroughly cleaning the area, such as sweeping, wiping dirt and dust from walls, or vacuuming any dust or dirt collected.

Work order execution- Work orders vary per customer and item requested. Employees will hand pack many varieties of bulbs and dirt in certain sized bags depending on the work order requirements. Most work orders require dirt but there are a few that require aged sawdust. Then, a capper will be stapled, or an adhesive label placed on the bag and then placed into a box for the customer?s display racks. All bags are required to be stapled to seal the bag to prevent dirt or bulbs to spill out. Other orders will require the sealed bags to be placed into a display box, or net bags will be used instead then tied and tagged depending on the work order?s requirements. Bags and display boxes will be stapled with handguns provided. Some boxes will require employees to staple a capper to the front to display what the case entails. Certain work orders will require lids to be placed and taped to cover the product with tape guns, while display boxes will be placed into corrugated trays with collars to hold them into place. Once the bags or display boxes have been completed per work order request, with the number of bulbs per bag and bags per box, they will be stacked onto pallets neatly, cardboard place between each layer, and wrapped with a plastic wrap for transit to the shipping department. Employees will move the pallet with a pallet jack to a location to be picked up by a forklift driver and a new pallet will be placed by table to continue the process until completed or to start another work order. On occasion, employees will be asked to remove staples from the product with a staple puller in case there is more made than what is need for an order or the product is not up to standards.

Stocking- During the work order execution employees will be required to keep the tables stocked with bulbs, cappers, bags, staples, boxes, labels, lids, cardboard, dirt, and pallets. This will require carrying raw materials to the table by hand or pallet jack. If raw materials are becoming scarce, employees are to notify the line supervisor for replacement.

Product Quality- All employees have the responsibility for producing the highest quality product available for our customers. If raw stock is positioned at a table and its utilization is questionable due to mold, moisture, or they are dried out, then the employee must notify their line supervisor and one of the department Quality Control employees so the issue can be rectified.

Movement of product- Due to the large quantities and weights of raw stock, boxes, lids,

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Hand Production #2

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Movement of product- Due to the large quantities and weights of raw stock, boxes, lids, bags, cappers, and completed products, pallet jacks are provided for employees to move, position, or relocate pallets or crates.

Use of cutting tools- Employees will be required to use cutting tools to open bales of dirt, open bags, cut tape, remove the netting from pallets, open boxes and break down boxes. On rare occasions, employees will be required to cut bulbs, per instruction from management, if they are too large for what the work order requests.

Organization and Cleanliness- Organization and cleanliness are key to success in this department. Employees are required to keep bags and boxes, due to the variety of sizes, styles, and colors used, organized to be quickly located and easily accessible, as well as, to make counting the bags at the end of the season. Employee work areas should be kept clean by sweeping the floors and removing the trash or other items from the area. By keeping the area clean and organized, work orders can be completed on time and allow for raw materials to be easily tracked and replaced when out of stock. Employees will empty trash cans at the end of the shift or as needed into dumpsters located in the department to be removed from the building. After the season end, cleaning will entail a thorough sweeping to clear all dirt and dust from the department and the walls will be either wiped or vacuumed off with the use of a scissor/personnel lift.

Safety- Safety is every employee?s responsibility. Any safety hazards or potential safety hazards should be reported immediately to the supervisors or manager of the department.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Citrus

3. Details of Material Term or Condition (*up to 3,500 characters*) *

UNPACK BOXES
TAKE PLASTIC BAGS OF POTS
CLEAN UP TRASH PLASTIC BAGS
TAKE POTS APART
PUT PLANT IN POT
PUT PLANT TAG IN POT
PUT WRAP ON POT WITH PLANT
PUT STICKER ON WRAP TO CLOSE WRAP
PUT ELEVATOR TAG ON ELEVATOR STICK
PUT ELEVATOR STICK IN POT
TAKE PLANTS OFF PALLET AND PUT ON TABLE
PUT POTS ON DISPLAY RACK
PUT POSTERS ON DISPLAY RACK
PUT PLASTIC TRAY ON DISPLAY RACK
WRAP DISPLAY RACK WITH SHRINK WRAP
CLEAN UP EMPTY PLANTS TRAY
CLEAN UP EMPTY BOXES
PUT DISPLAY RACK TOGETHER
PUT DISPLAY RACK ON ROLLERS
PUT ON PALLET CARD
TAKE OFF FINISHED DISPLAY RACK OFF ROLLERS
MOVE DISPLAY RACK TO SHIPPING FLOOR WITH HANDJACK

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Equipment Drivers

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Material Handling of
Corrugated material
Empty plastic trays and bins
Wooden crates
Plastic film
Netting
Supplies
Staples
Blank labels
Cable ties
Packing medium
Printed Material
Pictures
Cappers
Display boxes
Printed labels
Duties
Pick up, stack, wrap and remove to outside staging area all plastic bins
Remove Wooden crates to outside staging area from production lines
Return unused printed material to stocking locations
Return unused raw material to stocking locations
Empty dumpsters
Pick up and bundle empty corrugated boxes for recycling
Unload and stage inbound material
Scan received material from receiving area to assigned stock locations
Scan production orders and pull raw material to staging area
Scan production orders and pull printed material to staging area
Scan production orders and pull corrugated material to staging area
Scan raw material, printed material and corrugated material from staging area to assigned production line
Move finished goods from production locations to put away staging area
Scan finished goods from staging to stock locations
Scan finished goods from stock locations to order picking locations.
Replenish order picking locations
Move finished product from drop zone to order picking locations
Scan finished racks from assortment production and move to assigned staging location on shipping floor
Pick up, stack and wrap recycled corrugate to be moved back to production