



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

**A. Job Offer Information**

1. Job Title * Open Range Livestock Workers							
2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment				
	14	14	3. Begin Date * 12/2/2021		4. End Date * 10/1/2022		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
	a. Total Hours		c. Monday		e. Wednesday		g. Friday
	b. Sunday		d. Tuesday		f. Thursday		h. Saturday
							a. ____ : ____ <input type="checkbox"/> AM <input type="checkbox"/> PM
							b. ____ : ____ <input type="checkbox"/> AM <input 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 \$	
\$ 1727 75		<input type="checkbox"/> HOUR <input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) Employer will make any and all federal deductions from workers paycheck and any other deductions required by law.							



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**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. *	6	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>50</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
1445 Carbon County Road 710			
2. City *	3. State *	4. Postal Code *	5. County *
Savery	Wyoming	82332	Carbon
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
Open range livestock workers will perform their work on our wide expansive 200,000-acre property. Three Forks makes use of various different uncultivated pastures throughout property, which are all located in a remote area away from the ranch headquarters. There is no set schedule/itinerary as to when the cattle will be moved into or out of any certain area. Factors, including total number of animals, water availability, and weather, determine when the cattle will be moved between grazing areas.			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
1445 Carbon County Rd 710			
2. City *	3. State *	4. Postal Code *	5. County *
Savery	Wyoming	82323	Carbon
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Fixed and Range Housing.		5	27
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) *			
See Addendum C			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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**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.)

Meals, Cooking, Water, Laundry, and Bathing Facilities: Employer will provide each worker with three meals a day. Meals will also be provided at the main dining facility on the ranch. All meals produced will include a daily source of protein, vitamins, and minerals. Employer will furnish free and convenient cooking and kitchen facilities to the workers along with food supply assistance, which will enable them to prepare their own meals as needed. Employer will provide adequate potable water or water that can be easily rendered potable. Each employee housing facility has an operational plumbing system with an unlimited supply drinking water and water supply for workers to bathe and do their laundry. Additionally, during work hours, workers are provided with drinking water in multiple large water coolers (minimum size: 5 gallons).

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.)

Daily transportation to the work-site is provided to employees living on on-site employee housing at no additional cost.

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.)

See Addendum C

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



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**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.)

**Applicant Instructions on How & Where to Apply:**

Send Resumes to Rawlins Workforce Center, 1703 Edinburgh Street, Rawlins, WY 82301; Phone: (307) 324-3485. Reference Job Order Number when applying. Apply Monday through Friday between the hours of 8:00AM 5:00PM.

The actual employment offer is at the sole discretion of the employer. Referrals will be accepted from the State Workforce Agencies (SWA), directly from applicants, walk-ins, gate hires, and from other sources. The SWA should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. Workers must meet all of the following criteria:

- 1) Are available and indicate willingness to work the entire season;
- 2) Have been fully apprised by the local employment office of the terms, conditions, and nature of employment;
- 3) Are legally able to work in the US; and
- 4) Are able, willing, and qualified to perform the work.

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within three days of employment pursuant to US Law. Three Forks Ranch Corp. 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.

Three Forks Ranch Corp. will conduct interviews via phone and/or in person, when possible, upon receipt of resumes and evidence of proper employment requirements. Interviews are conducted Monday through Friday between the hours of 7:00AM 5:00PM.

2. Telephone Number to Apply \*

+1 (970) 583-7396

3. Email Address to Apply \*

jenn.clements@threeforksranch.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



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**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).



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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).





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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).

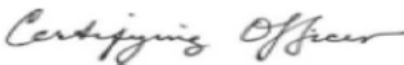


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**17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- 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 \$
Clements	Jennifer	n/a
4. Title *		
GM of Guests & Recreation		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By 		10/14/2021

**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.





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

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3.	<b>Details of Material Term or Condition (up to 3,500 characters) *</b> Duties: Perform any combination of the following tasks: attend to livestock on the open range; feeds and waters livestock; herds livestock to pasture for grazing; examines animals to detect diseases and injuries; assists with vaccination of livestock by herding into corral and/or stall or manually restraining on the range; applies medications to cuts and bruises; sprays livestock with insecticides; assists with castration of livestock; clips identifying notches on or brands or clips tags on animals, and general care livestock; and may assist with maintaining fences used to contain herd animals. Workers must be able to ride horses in manner to assure the safety of the worker, co-workers, and livestock. Must be able to find and maintain bearings to grazing areas. Must be willing and able to occasionally live and work independently or in small groups of workers in isolated areas for extended periods of time. Workers will load trucks with bales of hay and sacks of grain and feed necessary for feeding the livestock weighing from 50 to 60 pounds. Workers must be able to lift such weights to height of 5 feet over the course of the workday. General work hours are between 7am and 4pm, however, all staff must be on call 24 hours per day, 7 days per week. Allergies to ragweed, goldenrod, animal dandruff, insect spray, related chemicals, etc. may affect workers' ability to perform job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers spend the majority of the workdays during the employment period in the production of livestock on the range.  Full Disclosure of Job Opportunity:  14 Temporary Full-time Open Range Livestock Workers Positions Available (Dates of Need: 12/02/2021 10/01/2022)  Employer Name & Contact Information:  Three Forks Ranch Corp. Physical: 1445 Carbon County Road 710, Savery, WY 82332 Mailing: PO BOX 69, Savery, WY 82332 Contact Person: Jennifer Clements, GM of Guests & Recreation E-Mail: jenn.clements@threeforksranch.com Phone: 970-583-7396  Job Location(s): 1445 Carbon County Road 710, Savery, WY 82332 - JOB LOCATION NOTE: Three Forks Ranch is a 200,000-acre property with a working livestock cattle ranch. Our open range livestock workers will perform their work on our wide expansive 200,000-acre property. Three Forks makes use of various uncultivated pastures throughout property, which are all located in a remote area away from the ranch headquarters. There is no set schedule/itinerary as to when the cattle will be moved into or out of any certain area. Factors, including total number of animals, water availability, and weather, determine when the cattle will be moved between grazing areas. Requirements: All applicants must have six months of prior experience working on an open range livestock farm. Must be available for the entire period requested. Applicants must be able to furnish verbal or written job reference(s) from recent employer(s) establishing acceptable prior experience. Successful applicants will be subject to a trial period of up to 5-days during which their performance of required tasks will be evaluated. If the performance during the trial period is not acceptable, the worker's employment will be terminated.  Work Hours & Shifts: General work hours are between 7am and 4pm, however, all staff must be on call 24 hours per day, 7 days per week.  Electronic Communication: Three Forks communicates with its workers two to three times daily via radio or in-person visits. The workers carry handheld radios, communicating on FCC approved frequencies, which cover the entirety of our property. They receive nightly direction from management via landline phones located at the housing locations. Workers are not charged, in any way, for the use of these radios.		

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3.	<b>Details of Material Term or Condition (up to 3,500 characters) *</b> All applicants must have six months of prior experience working on an open range livestock farm. Must be available for the entire period requested. Applicants must be able to furnish verbal or written job reference(s) from recent employer(s) establishing acceptable prior experience. Successful applicants will be subject to a trial period of up to 5-days during which their performance of required tasks will be evaluated. If the performance during the trial period is not acceptable, the worker's employment will be terminated.		

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

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Unit 3291 - Location: Approx 16-mile south of Savery, WY - Carbon County Rd 710, West Approx 8-miles Unit 3365 - Location: Box Elder Rd 503, Dixon, WY Unit 3366 - Location: Carbon County Rd 503, Approx 1-mile north of Dixon, WY Unit 3367 - Location: Carbon County Rd 503, Approx 1-mile north of Dixon, WY Unit 3503 - Location: Carbon County Rd 503, Approx 1-mile north of Dixon, WY  SEE ATTACHED APPROVED HOUSING INSPECTION DOCUMENTS BY THE WYOMING DEPARTMENT OF WORKFORCE SERVICES			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * If the worker completes 50% of the work contract period, the employer will arrange and pay for the reasonable cost of for transportation and subsistence from the place of recruitment to the place of work. If mutually agreed upon by the worker and the employer, the worker may arrange their own transportation; the reasonable cost of which, including daily subsistence expenses, will be reimbursed by the employer with a check. - SEE ADDENDUM C FOR FULL TERMS AND ARRANGEMENTS.			



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**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 - Additional Information Regarding the Job Offer #1
3.	Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *		
<p>Wage Offer: Workers will be paid \$1,727.75 per month via bi-weekly paychecks. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the employer's sole discretion, and based on individual factors including work performance, skill, and tenure. To comply with its obligation under 20 CFR §655.211(a) and 20 CFR §655.210(g), Three Forks will offer a wage that is the highest of the monthly AEWR or the applicable minimum wage imposed by Federal or State law or judicial action. Additionally, if the monthly AEWR established under this section is adjusted during a work contract and is higher than the applicable minimum wage imposed by Federal or State law or judicial action in effect at the time the work is performed, Three Forks will pay that adjusted monthly AEWR upon publication by the Department in the Federal Register. Three Forks keeps daily records indicating whether the site of the employee's work was on the range or off the range. Workers spend the majority of the workdays during the employment period in the production of livestock on the range. Note: In accordance with Departmental regulations at 20 CFR sec. 655.122(k), Three Forks will furnish to the worker on or before each payday in one or more written statements the following information: 1. The worker's total earnings for the pay period; 2. The worker's hourly rate and/or piece rate of pay; 3. The hours of employment offered to the worker (showing offers in accordance with the Three-fourths guarantee as determined in paragraph (i) of this section, 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.</p> <p>Deductions: Employer will make all federal deductions from workers paycheck and any other deductions required by law.</p> <p>Three-Fourths Guarantee: Will guarantee to offer work for hours equal to at least three-fourths of the workdays for the total contracted employment period.</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 - Additional Information Regarding the Job Offer #2
3.	Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *		
<p>Contract Impossibility: In accordance with Departmental regulations 20 CFR sec. 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 Three Forks Ranch due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination, Three Forks Ranch will fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination. Three Forks Ranch 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 affected, the employer will:</p> <p>1. Return the worker, at the employer's expense, to the place from which the worker came to work for the employer, or transport the worker to the worker's next certified employer; 2. Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment; and 3. Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. The amount of the transportation payment will 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> <p>Tools: The employer will provide, without charge, all tools, supplies, and equipment necessary to perform the duties assigned. This includes but is not limited to all saddlery, work gloves, supplemental cold weather and rain gear, fencing equipment and supplies, hand tools (hammers, pliers, post-hole diggers, shovels, etc.), tractors, trailers, ATVs, vaccination, and branding tools (vaccination guns, tagging guns, medical tools, metal brands, etc.). Tools will be provided as needed.</p> <p>Housing: On-site employee housing with cooking and kitchen facilities is provided at no cost only to "non-commuting workers." Non-commuting workers are those workers who are not reasonably able to travel each workday to and from their home residence during the entire period of employment. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing, in accordance with state law. Both H-2A and US workers in corresponding employment are also entitled to free housing if they are not "reasonably able" to return to their home residence within the same day. Note: In accordance with Departmental regulations at 20 CFR sec. 655.122(d)(1)(i), Three Forks assures its provided employee housing will meet federal, state or local housing standards, which are set by OSHA standards set forth at 20 CFR 1910.142 or the full set of standards at §§ 654.404 through 654.417 of this chapter, whichever are applicable under § 654.401 of this chapter.</p>			



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**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 - Additional Information Regarding the Job Offer #3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Meals, Cooking, Water, Laundry, and Bathing Facilities: Employer will provide each worker with three meals a day. Meals will also be provided at the main dining facility on the ranch. All meals produced will include a daily source of protein, vitamins, and minerals. Employer will furnish free and convenient cooking and kitchen facilities to the workers along with food supply assistance, which will enable them to prepare their own meals as needed. Employer will provide adequate potable water or water that can be easily rendered potable. Each employee housing facility has an operational plumbing system with an unlimited supply drinking water and water supply for workers to bathe and do their laundry. Additionally, during work hours, workers are provided with drinking water in multiple large water coolers (minimum size: 5 gallons).</p> <p>Transportation and Subsistence to the Place of Employment: If the worker completes 50% of the work contract period, the employer will arrange and pay for the reasonable cost of for transportation and subsistence from the place of recruitment to the place of work. If mutually agreed upon by the worker and the employer, the worker may arrange their own transportation; the reasonable cost of which, including daily subsistence expenses, will be reimbursed by the employer with a check. Upon completion of the work contract or where the worker is dismissed earlier, the employer will provide or pay for worker's reasonable costs of return transportation and subsistence back home or to the place the worker originally departed to work, except where the worker will not return due to subsequent employment with another employer or where the employer has appropriately reported a worker's voluntary abandonment of employment. The amount of transportation payment or reimbursement will be equal to the most economical and reasonable common carrier for the distances involved. Daily meals will be provided at a rate of \$13.17 per day during travel to a maximum of \$55 per day with receipts.</p> <p>Visa &amp; Visa-Related Expenses: Workers will be reimbursed in the first workweek for all visa, visa processing, border crossing and other related fees, including those mandated by the government (except passport fees).</p> <p>Daily Transportation: Daily transportation to the worksite is provided to employees living on on-site employee housing at no additional cost.</p> <p>Additional Benefits: Free Wi-Fi and Cable with Spanish language channels is included with the housing at no additional cost. In addition, employer will provide free transportation to and from neighboring closest town as needed for supplies and/or banking needs (for workers for whom elect to live in onsite housing).</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation and Subsistence to the P
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If the worker completes 50% of the work contract period, the employer will arrange and pay for the reasonable cost of for transportation and subsistence from the place of recruitment to the place of work. If mutually agreed upon by the worker and the employer, the worker may arrange their own transportation; the reasonable cost of which, including daily subsistence expenses, will be reimbursed by the employer with a check. Upon completion of the work contract or where the worker is dismissed earlier, the employer will provide or pay for worker's reasonable costs of return transportation and subsistence back home or to the place the worker originally departed to work, except where the worker will not return due to subsequent employment with another employer or where the employer has appropriately reported a worker's voluntary abandonment of employment. The amount of transportation payment or reimbursement will be equal to the most economical and reasonable common carrier for the distances involved. Daily meals will be provided at a rate of \$13.17 per day during travel to a maximum of \$55 per day with receipts.</p>			