



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

A. Job Offer Information

1. Job Title * SHEEP HERDER								
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment		
		20		20				
3. Begin Date * 12/1/2021						4. End Date * 11/29/2022		
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.							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Anticipated days and hours of work per week *							7. Hourly work schedule * a. ____ : ____ <input type="checkbox"/> AM <input type="checkbox"/> PM b. ____ : ____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
a. Total Hours		c. Monday		e. Wednesday		g. Friday		
b. Sunday		d. Tuesday		f. Thursday		h. Saturday		
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$		
\$ 1727.25		<input type="checkbox"/> HOUR <input checked="" type="checkbox"/> MONTH		\$ _____				
9. Is a completed Addendum A 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 checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): _____								
11. State all deduction(s) from pay and, if known, the amount(s). * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> Social Security/Segura Social Federal Tax/Impuestos Federates Will be withheld from wages of USA workers. Wyoming								



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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 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 type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input 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. \$	0
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) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
521 Almy Rd 107			
2. City *	3. State *	4. Postal Code *	5. County *
Evanston	Wyoming	82930	Uinta
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
None			
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? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
521 Almy Rd 107			
2. City *	3. State *	4. Postal Code *	5. County *
Evanston	Wyoming	82930	Uinta
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Bunkhouse/ Sims Ranch		1	3
9. Housing complies or will comply with the following applicable standards: *		<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
Thirteen (13) mobile units with a total capacity of fifteen (15). Two (2) permanent units with total capacity of seven (7). Mobile units will travel with the workers to various range locations through Uinta and Lincoln Counties (Wyoming). The other permanent unit is located at 1849 North Frontage Rd. Lyman, Wyoming.			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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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.)
SIMS SHEEP CO LLC WILL PROVIDE AT NO COST TO THE WORKER PROVISIONS, UTENSILS, AND FACILITIES FOR USE IN PREPARING THEIR OWN MEALS. THE PROVISIONS WILL INCLUDE, BUT ARE NOT LIMITED TO, A DAILY SOURCE OF PROTEIN, VITAMINS, AND MINERALS. SIMS SHEEP CO WILL SUPPLY AT NO COST TO THE WORKER ALL GROCERYS NEEDED FOR PERPARING THEIR OWN MEALS. EACH MOBILE CAMP IS EQUIPT WITH STOVES AND A MEANS OF WASHING UTENSILS. EACH MOBILE CAMP ANO PERMANENT CAMP IS SUPPLIED WITH POTS, PANS, BAKING PANS SPATCHULAS, SPOONS, FORKS, KNIFES, CUPS AND PLATES.
SIMS SHEEP CO PURCHASES GROCERIES AND BRINGS THEM TO EACH WORKER. SIMS SHEEP CO WILL PROVIDE EACH WORKER WHITH AT LEAST 4.5 GALLONS OF POTABLE WATER, PER DAY FOR DRINKING AND COOKING DELIVERED ON A REGULAR BASIS, SO THAT THE WORKERS WILL HAVE A LEAST THIS AMOUNT AVAILABLE FOR THEIR USE UNTIL THIS SUPPLY IS NEXT REPLINISHED. SIMS SHEEP CO LLC WILL ALSO PROVIDE AN ADDITIONAL AMOUNT OF WATER SUFFICIENT TO MEET THE LAUNDRY AND BATHING NEEDS OF EACH WORKER. DURING

2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for such meals.
	<input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> 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.)
See Addendum C

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	\$ <u> 13 </u> . <u> 17 </u>	per day *
	b. no more than	\$ <u> 55 </u> . <u> 00 </u>	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.)

TELEPHONE CALLS WILL BE ACCEPTED FROM ANY INTERESTED APPLICANTS AT THE DEPARTMENT OF WORKFORCE SERVICES EVANSTON WORKFORCE CENTER (307-789-9802) MONDAY THROUGH FRIDAY 9:00 A.M. TO 5:00 P.M. MOUNTAIN TIME. APPLICANTS MAY ALSO GO TO wyomingworkforce.org SEVEN DAYS A WEEK TWENTY FOUR HOURS A DAY. APPLICANTS MAY ALSO CONTACT SIMS SHEEP CO LLC (307-679-1502) MONDAY THROUGH FRIDAY 9:00 A.M. TO 5:00 P.M. MOUNTAIN TIME AND E-MAIL INQUIRES OR INFORMATION SEVEN DAYS A WEEK, TWENTY FOUR HOURS A DAY TO sims_ranch@yahoo.com SIMS SHEEP CO WILL INTERVIEW AND SCREEN ALL APPLICANTS WHO SUBMIT THEIR APPLICATIONS AND WHO ARE REFERED BY THE DEPARTMENT OF WORKFORCE SERVICES EVANSTON WORKFORCE CENTER. SIMS SHEEP CO LLC WILL ALSO CHECK APPLICANT'S REFERENCES

2. Telephone Number to Apply *	3. Email Address to Apply *
307-679-1502 Si	sims _ranch@yahoo.com
4. Website address (URL) to Apply *	
wyomingworkforce.org	

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? *	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> 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 \$
4. Title *		
5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>		6. Date signed * 10/26/2021

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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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal



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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	2	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	1	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Mobile range housing / Sh	Various locations Southwest Wyoming depending on season and	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	2	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Permanent Housing Unit No	1849 North Frontage Rd Lyman, Wyoming	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	4	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
Permanent Housing Unit No	521 Almy Rd 107 Evanston, Wyoming	In accordance with the regulations at 20 C.F.R. 655.102, 655.22(d), 655.235, 654.400-654.417 and 29 C.F.R 910.142, aa applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, art sufficient to accommodate the number of workers being requested on ETA Form 790A, and that they meet applicable standards for health and safety.	1	3	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



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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) *	<p>ATTENDS SHEEP FLOCK GRAZING ON RANGE OR PASTURE, MOVES SHEEP TO AND ABOUT AREA ASSIGNED FOR GRAZING, PREVENTS ANIMALS FROM WANDERING AND BECOMING LOST, USING TRAINED DOGS TO ROUND UP STRAYS AND ASSIST IN MOVING FLOCK TO OTHER LOCATIONS. BEDS DOWN SHEEP NEAR CAMPSITE OR IN A PEN EACH NIGHT. GUARDS FLOCK AGAINST PREDATORY ANIMALS AND PREVENTS THEM FROM EATING POISONOUS PLANTS. THE SIZE OF RANGE FLOCKS GENERALLY RANGES FROM 800-1000 SHEEP. MAY ASSIST IN LAMBING, DOCKING, CASTRATING, DEHORNING, SHEARING, VACCINATION, DRENCHING, AND MEDICATING ANIMALS. MAY ATTEND SHEEP AND LAMBS IN BARNES DURING LAMBING SEASON. MAY BRAND, TAG, CLIP OR OTHERWISE MARK SHEEP FOR IDENTIFICATION PURPOSES. MAY SORT AND CUT CULLS. MAY FEED ANIMALS SUPPLEMENTARY RATIONS. SIMS SHEEP CO LLC WILL PROVIDE AT NO COST TO THE WORKER AN EFFECTIVE MEANS OF COMMUNICATION WITH PERSONS CAPABLE OF RESPONDING TO THE WORKER'S NEEDS IN CASE OF AN EMERGENCY INCLUDING, BUT NOT LIMITED TO SATELLITE PHONES, CELL PHONES, WIRELESS DEVICES, RADIO TRANSMITTERS, OR OTHER TYPES OF ELECTRONIC COMMUNICATION SYSTEMS. IF THERE ARE PERIODS OF TIME WHEN THE WORKERS ARE STATIONED IN LOCATIONS WHERE ELECTRONIC COMMUNICATIONS DEVICES MAY NOT OPERATE EFFECTIVELY, SIMS SHEEP CO LLC WILL MAKE ARRANGEMENTS FOR THE WORKERS TO BE LOCATED, ON REGULAR INTERVALS TO MONITOR THE WORKER'S WELL-BEING. EITHER IN-PERSON OR BY DESIGNATED PERSONS SENT BY SIMS SHEEP CO LLC TO RESUPPLY THE WORKERS' CAMP. ALL TOOLS AND EQUIPMENT NECESSARY TO PERFORM THE REQUIRED WORK, INCLUDING EMERGENCY CONTACT EQUIPMENT, WILL BE SUPPLIED BY SIMS SHEEP CO LLC AT NO COST TO THE WORKER.</p> <p>Asiste a rebaño de ovejas pastando en gama o pastoreo, movimientos de ovejas y area asignada para el pastoreo, impide que los animales errantes y ser perdido, entrenado utilizando perros ronda hasta perros callejeros y ayudar en la mudanza acuden a otros lugares. Camas ovejas cerca de camping o en una pluma cada noche. Protectores contra animales depredadores de la multitud y les impide comer plantas venenosas El tamaño de la gama flocks oscila entre 800-1000 ovejas. Puede ayudar en partos, acoplamiento, castrar, descomar, esquila, vacunación, mojada y medicar a los animales. Pueden asistir a ovejas y corderos en establos durante la temporada de parto. Puede marcar, etiqueta, clip o de otro modo marca ovejas para propósitos de identificación puede ordenar y reducir desechos. Puede alimentar animales raciones suplementarias. Los Sims Sheep Co LLC proporcionaran sin costo aparatos transmisores de radio y otros tipos de sistemas de comunicacion electrónicos. Al trabajador un medio eficaz de comunicaci6n con las personas capaces de responder a las necesidades de los trabajadores alli en caso de emergencia incluyendo, pero no limitarse a satelite telefonos, telefonos celulares, inalambrico Si hay periodos de tiempo cuando la compensaci6n de trabajadores se coloca en lugares donde los dispositivos de comunicaci6n electr6nica no pueden funcionar con eficacia, Sims Sheep Co LLC hacer arreglos para los trabajadores a ser ubicado, en intervalos regulares para supervisar el bienestar de los trabajadores. Ya sea en persona o por las personas designadas enviadas por Sims Sheep Co LLC para reabastecimiento de campamento de los trabajadores. Todas las herramientas y equipos necesarios para realizar el trabajo requerido, incluyendo el equipo de contacto emergencia seran suministrados por Sims Sheep Co LLC sin costo para el trabajador.</p>		

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. Details of Material Term or Condition (up to 3,500 characters) *	<p>Must be able to ride and handle horses in a manner to assure the safety of the worker, co-worker(s), and livestock. Must be willing and able to perform tasks capably and efficiently without close supervision. Absences from work and/or failure to perform required tasks will not be tolerated. Must be willing and able to live and work singly or in small groups of workers in isolated areas, for extended periods of time. Job entails working with and around farm machinery, working outdoor.; in all types of weather, rain and extreme heat or cold. Job entails occasional exposure to herding hazards such as poisonous snakes and predators. The employer will provide, at no cost to the worker, Worker's Compensation coverage private insurance which is equal to Worker's Compensation laws for comparable employment All tools and equipment necessary to perform the required work will be supplied by the employer at no cost to the worker. Tools and equipment supplied will include but are not limited to</p>		

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Sims Sheep Co will provide transportation to the mobile or permanent housing unit with no cost to the worker. Sims Sheep Co will provide transportation from the mobile or permanent housing unit with no cost to the worker. Sims Sheep Co provides transportation to and from the mobile or permanent housing unit in Dodge Trucks. Workers will stay in mobile housing units or permanent housing units. Daily transportation is not required.			

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 (up to 3,500 characters) * SIMS SHEEP CO LLC WILL PROVIDE ADVANCE IN BOUND TRANSPORTATION (MOST ECONOMICAL COMMON CARRIER OR OTHER TRANSPORTATION WHICH CONFORMS TO THE INTERSTATE COMMERCE COMMISSION (ICC) REQUIREMENTS. TRANSPORTATION WHICH WAS ADVANCED TO THE WORKER WILL BE DEDUCTED FROM THE WORKERS PAY, BUT WILL BE REIMBURSED TO THE WORKER UPON 50% COMPLETION OF THE WORK CONTRACT. SIMS SHEEP CO LLC WILL PROVIDE ADVANCE SUBSISTENCE AT A MINIMUM AMOUNT OF \$12.46 PER 24-HOUR PERIOD OF TRAVEL (12:00 A.M. TO 12:00 MIDNIGHT) FR			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	B-6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications / Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Shoeing equipment including shoes, nails, pincher, rasps, nails, and shoes. Fencing equipment: posts, wire, nails, fencing nails, fencing hammers, wire cutters, wire stretchers. Camp equipment shovels and axes. The work is performed on the range for the majority (meaning more than 50 percent) of the workdays in the work contract period.</p> <p>Debe ser capaz de montar y manejar caballos en una manera de asegurar la seguridad del trabajador, companeros de trabajo, y ganado. Debe querer y ser capaz de realizar tareas competentemente y eficazmente sin la estrecha supervision. Las ausencias de trabajo y/o fracaso de realizar tareas requeridas no serantoleradas. Debe querer y ser capaz de vivir y trabajar individualmente o en grupos pequenos de trabajadores en lugares aislados, durante largos periodosdel tiempo. El trabajo implica el funcionamiento (trabajo) con y alrededor de la maquinaria de granja, trabajando al aire libre en todos los tipos de tiempo, lluvia y calor extrema o frio. El trabajo impllca la exposicion ocasional a riesgos que se junlan en manada, como se,pientes venenosas y depredadOfes.</p> <p>El empleador proveera, gratis al trabajador, la cobertura (reportaje) de Compensaci6n del Trabajador o seguro privado que es igual a las leyes de Compensacion del Trabajador para el empleo comparable. Todos los instrumentos y el equipo necesario para realizar el trabajo requerido seran suministrados por el empleador gratis al trabajador.</p>			

f. Job Offer Information 6

1. Section/Item Number *	B-6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications / Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Herramientas y equipos suministrados se incluyen pero no se limitan a: sillas de montar, Mantillas, mantas para caballos, bridels, cuerda bridel, cabestros, peines y cepillosequipo incluyendo herrar zapatos, clavos, pinzas, limas, las unas y los zapatos. Esgrima equipo: postes, alambres, clavos, clavos, martillos de esgrima esgrima, cortadores de alambre alambre stretchers. Equipo de campamento: palas y hachas. El trabajo se realiza en el rango para la mayoria (es decir, mas del 50 por ciento) de los dias de trabajo en el periodo del contrato de trabajo</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	E-1	2. Name of Section or Category of Material Term or Condition *	PROVISION OF MEALS
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>SIMS SHEEP CO LLC PROPORCIONARA SIN COSTO AL TRABAJADOR PROVISIONES. UTENSILIOS E INSTALACIONES PARA EL USO EN LA PREPARACION DE SUS PROPIAS COMIDAS. LAS DISPOSICIONES INCLUIRAN, PERO NO ESTAN LIMITADAS A. UNA FUENTE DIARIA DE PROTEINA. VITAMINAS Y MINERALES. SIMS SHEEP CO SUMINISTRARA SIN COSTO AL TRABAJADOR TODOS LOS ALIMENTOS NECESARIOS PARA ELABORAR SUS PROPIAS COMIDAS. CADA CAMPAMENTO M6VIL ESTA EQUIPADO CON ESTUFAS Y UTENSILIOS DE LAVADO. CADA CAMPAMENTO M6VIL Y CAMPAMENTO PERMANENTAL SE SUMINISTRA CON OLLAS, SARTENES, ESPATCHULAS, CUCHARAS. TENEDORES. CUCHILLOS. TAZAS Y PLATOS. SIMS SHEEP CO COMPRA COMESTIBLES Y LOS TRAE A CADA TRABAJADOR. SIMS SHEEP CO PROPORCIONARA A CADA TRABAJADOR CON AL MENOS 4.5 GALONES DE AGUA POTABLE. POR DIA. PARA BEBER Y COCINAR, SUMINISTRADOS DE FORMA REGULAR, DE MODO QUE LOS TRABAJADORES TENGAN POR LO MENOS ESTA CANTIDAD DISPONIBLE PARA SU USO HASTA QUE ESTE SUMINISTRO SE REEMPLAZE A CONTINUACION. SIMS SHEEP CO UC TAMBIEN PROPORCIONAAA UNA CANTIDAD ADICIONAL DE AGUA SUFICIENTE PARA SATISFACER LAS NECESIDADES DE LAVANDERIA y Baño DE CADA TRABAJADOR. DURANTE CIERTAS TEMPORADAS DEL Año PODEMOS PROPORCIONAR AL TRABAJADOR COMIDAS PREPARADAS SIN COSTO PARA EL TRABAJADOR. SIMS SHEEP CO PROPORCIONAAA SIN COSTO AL TRABAJADOR UN MEDIO EFECTIVO DE COMUNICACION CON PERSONAS CAPAZ. DE RESPONDER A LAS NECESIDADES DE SU TRABAJADOR EN CASO DE UNA EMERGENCIA INCLUYENDO. PERO NO LIMITADO A TELEFONOS SATELITALES, TELEFONOS CELULARES, DISPOSITIVOS INALAMBRICOS. TRANSMISORES DE RADIO, DE SISTEMAS DE COMUNICACION ELECTRONICA. SI HAY PERIODOS DE TIEMPO EN QUE LOS TRABAJADORES ESTAN ESTACIONADOS EN LUGARES DONDE LOS DISPOSITIVOS DE COMUNICACIONES ELECTRONICAS PUEDEN NO FUNCIONAR EFECTIVAMENTE, SIMS SHEEP CO UC HACEAA ARRANGLOS PARA QUE LOS TRABAJADORES ESTEN UBICADOS EN INTERVALOS REGULARES PARA MONITOREAR A LOS TRABAJADORES QUE ESTAN BIEN DIAS CADA TRES PREVIOS VISITAS PERSONALES ENTRE LOS TRABAJADORES Y EL EMPLEADOR. YA SEA EN PERSONA O POR PERSONAS DESIGNADAS ENVIADAS POR SIMS SHEEP CO LLC PARA SUMINISTRAR EL EQUIPO Y AUMENTOS DE LOS TRABAJADORES, LOS TRABAJADORES PUEDEN TEXTAR O LLAMAR EN CUALQUIER MOMENTO PARA REEMPLAZAR LOS SUMINISTROS Y SUMINISTROS. SI HAY PERIODOS DE TIEMPO EN LOS QUE LOS TRABAJADORES ESTAN ESTACIONADOS EN LUGARES DONDE LOS DISPOSITIVOS DE COMUNICACION ELECTRONICA PUEDEN NO FUNCIONAR EFECTIVAMENTE, SIMS SHEEP CO UC HACEAA ARREGLOS PARA QUE LOS TRABAJADORES ESTEN UBICADOS, EN INTERVALOS REGULARES PARA MONITOREAR EL BIENESTAR DEL TRABAJADOR. O POR PERSONAS DESIGNADAS ENVIADAS POR SIMS SHEEP CO UC PARA SUMINISTRAR EL CAMPAMENTO DE TRABAJADORES CADA TRES DIAS.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F-2	2. Name of Section or Category of Material Term or Condition *	TRANSPORTATION AND DAILY SUBSISTENCE
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>DISCLOSURE OF WORK CONTRACT:</p> <p>Sims Sheep Co LLC will provide a work contract to all H-2A workers, 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, a copy of the work contract between the employer and the worker in a language understood by the worker as necessary or reasonable. We assure that if an H-2A worker is going from our employment to a subsequent H-2A employer, the copy of the contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer. At a minimum, the work contract will contain all of the provisions required by 20 CFR 655.122. In the absence of a separate, written work contract entered into between Sims Sheep Co LLC and the worker, the required terms of the job order and certified Application for Temporary Employment Certification will be the work contract.</p> <p>ASSURANCES AND OBLIGATIONS:</p> <p>Sims Sheep Co LLC agrees to follow all of the assurances and obligations set forth in 20 CFR 655.135</p>			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F-2	2. Name of Section or Category of Material Term or Condition *	TRANSPORTATION AND DAILY SUBSISTENCE
3. Details of Material Term or Condition (up to 3,500 characters) * DISCLOSURE OF WORK CONTRACT: Sims Sheep Co LLC will provide a work contract to all H-2A workers, 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, a copy of the work contract between the employer and the worker in a language understood by the worker as necessary or reasonable. We assure that if an H-2A worker is going from our employment to subsequent H-2A employer, the copy of the contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer. At a minimum, the work contract will contain all of the provisions required by 20 CFR 655.122. In the absence of a separate, written work contract entered into between Sims Sheep Co LLC and the worker, the required terms of the job order and certified Application for Temporary Employment Certification will be the work contract. ASSURANCES AND OBLIGATIONS: Sims Sheep Co LLC agrees to follow all of the assurances and obligations set forth in 20 CFR 655.135			

j. Job Offer Information 10

1. Section/Item Number *	F-2	2. Name of Section or Category of Material Term or Condition *	TRANSPORTATION AND DAILY SUBSISTENCE
3. Details of Material Term or Condition (up to 3,500 characters) * Contract Impossibility 20 CFR 655.12(0) In the event of the worker's service are no longer needed for reasons beyond the control of the employer due to fire, weather, or 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. Sims Sheep Co LLC will fulfill a Three-fourths guarantee for the time that has elapsed from the start of the work contract to the termination. Sims Sheep Co LLC will make an effort 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, Sims Sheep Co LLC will (1) Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to worker's next certified H-2A employer, whichever the worker prefers. (2) Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment. (3) Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment as well as daily subsistence. 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. When required, transportation between the worker's on-site housing and the work site will be provided by the employer at no cost to the worker. In the event of the worker's termination due to the Act of God or for medical reasons, transportation and any deductions made for advance transportation will be paid to the worker.			



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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	F-2	2. Name of Section or Category of Material Term or Condition *	TRANSPORTATION AND DAILY SUBSISTENCE CONT
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>SIMS SHEEP CO LLC PROPORCIONARA AVANCE EN EL TRANSPORTE CON UMITE (LA TRANSPORTE COMUN MAS ECON6MICO U OTRO TRANSPORTE QUE CUMPLE CON LOS REQUISITOS DE LA COMISION DE COMERCIO INTERESTATAL (ICC). EL TRABAJAOR AL FINAUZAR EL 50% DEL CONTRATO DE TRABAJO. SIMS SHEEP CO LLC PROPORCIONARA SUBSISTENCIA ANTICIPADA POR UNA CANTIOAD MINIMA OE\$ 12.46 POR PERIODO OE VIAJE OE 24 HORAS (12:00 AM A 12:00 MEDIA NOCHE) DESDE EL LUGAR DE CONTRATACION AL LUGAR DE EMPLEO. AL TERMINAR EL CONTRATO DE TRABAJO, SIMS SHEEP CO LLC PROPORCIONARA O PAGARA EL TRANSPORTE SALIENTE (BAJO EL TRANSPORTE COMUN MAS ECON6MICO U OTRO TRANSPORTE QUE CONFORME CON LAS REGULACIONES DE LA ICC) Y SUBSISTENCIA DEL LUGAR DE TRABAJO AL LUGAR DE RECLUTAMIENTO. CO LLC PAGARA LA SUBSISTENCIA MINIMA DE SALIDA DE\$ 12.68 POR PERIODO DE 24 HORAS DE VIAJE. LA CANTIDAD MAXIMA SERA LA QUE SE PERMIT6 PARA LA SUBSISTENCIA ENTRANTE, NO INGRESO \$ 55.00 POR PERIODO DE VIAJE DE 24 HORAS 12:01 A.M. HASTA LAS 12:00 MEDIANOCHE. LOS TRABAJADORES QUE PROPORCIONEN RECIBOS POR COMIDAS Y BEBIDAS NO ALCOHOLICAS EN EXCESO DE\$ 12.68 SERAN REEMBOLSADOS DURANTE EI PERIODO DE PRIMER PAGO HASTA LA CANTIDAD MAXIMA DE\$ 55.00 POR 24 HORAS DE VIAJE 12:00 A.M. A LAS 12:00 MEDIANOCHE DESDE LUGAR DE REQUERIMIENTO HASTA EL LUGAR DE EMPLEO. ESTE REQUISITO SERA NUUFICADOSI EI TRABAJADOR HA CONTRA T ADO CON UN EMPLEADOR H-2A POSTERIOR QUE HA ACORDADO PAGAR POR SUS TRABAJAORES COSTO DE TRANSPORTE Y SUBSITENCIA DEL smo DE TRABAJO DE LOS EMPLEADORES ACTUALES DIVULGACION DEL CONTRATO DE TRABAJO: Sims Sheep Co LLC proporcionara un contrato de trabajo a todos los trabajadores H-2A. a mas tardar en el momento en que el trabajador solicite la visa, oa un trabajador en el empleo correspondiente a mas tardar el dia en que comience el trabajo, una copia del contrato de trabajo entre el empleador y el trabajador en un idioma que el trabajador entienda como necesario o razonable. Aseguramos que si un trabajador H-2A pasa de nuestro empleo al empleador H-2A subsiguiente, la copia del contrato se proporciona a mas tardar en el momento en que el empleador H-2A posterior haga una oferta de empleo. Como minimo, el contrato de trabajo contendra todas las disposiciones requeridas por 20 CFR 655.122. En ausencia de un contrato de trabajo por escrito por separado celebrado entre Sims Sheep co LLC y el trabajador, los terminos requeridos de la orden de trabajo y la Solicitud certificada para la Ceroficacion de Empleo Temporal seran el contrato de trabajo.</p> <p>GARANTIAS Y OBUGACIONES: Sims Sheep Co LLC acepta seguir toclas las garantias y obligaciones establecidas en 20 CFR 655.135</p>			

l. Job Offer Information 12

1. Section/Item Number *	F-2	2. Name of Section or Category of Material Term or Condition *	TRANSPORTATION AND DAILY SUBSISTENCE CONT
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>SIMS SHEEP CO UC PROPORCIONARA AVANCE EN EL TRANSPORTE CON LIMITE (I.A TRANSPORTE COMUN MAS ECONOMICO U OTRO TRANSPORTE QUE CUMPLE CON LOS REQUISITOS DE LA COMISION DE COMERCIO INTERESTATAL (ICC). EL TRABAJADOR AL FINALIZAR EL 50% DEL CONTRATO DE TRABAJO. SIMS SHEEP CO UC PROPORCIONARA SUBSISTENCIA ANTICIPADA POR UNA CANTIDAD MINIMA DE\$ 12.46 POR PERIODO DE VIAJE DE 24 HORAS (12:00 AM A 12:00 MEDIA NOCHE) OESOE EL LUGAR DE CONTRATACION AL LUGAR DE EMPLEO. AL TERMINAR EL CONTRATO DE TRABAJO, SIMS SHEEP CO UC PROPORCIONARA O PAGARA EL TRANSPORTE SAUENTE (BAJO EL TRANSPORTE COMUN MAS ECONOMICO U OTRO TRANSPORTE QUE CONFORME CON LAS REGULACIONES DE LA ICC) Y SUBSISTENCIA DEL LUGAR DE TRABAJO AL LUGAR DE RECLUTAMIENTO. CO UC PAGARA LA SUBSISTENCIA MINIMA DE SALIDA DE\$ 12.68 POR PERIODO DE 24 HORAS DE VIAJE. LA CANTIDAO MAXIMA SERA LA QUE SE PERMIT() PARA LA SUBSISTENCIA ENTRANTE, NO INGRESO \$ 55.00 POR PERIODO DE VIAJE DE 24 HORAS 12:01 AM. HASTA LAS 12:00 MEDIANOCHE. LOS TRABAJADORES QUE PROPORCIONEN RECIBOS POR COMIDAS Y BEBIDAS NO ALCOHUCAS EN EXCESO DE\$ 12.68 SERAN REEMBOLSADOS DURANTE EI PERIODO DE PRIMER PAGO HASTA LA CANTIDAO MAXIMA DE\$ 55.00 POR 24 HORAS DE VIAJE 12:00 AM. A LAS 12:00 MEDIANOCHE DESDE LUGAR DE REQUERIMIENTO HASTA EI LUGAR DE EMPLEO. ESTE REQUISITO SERA NULIFICADOSI EL TRABAJADOR HA CONTRATADO CON UN EMPLEADOR H-2A POSTERIOR QUE HA ACORDAOO PAGAR POR SUS TRABAJAORES COSTO DE TRANSPORTE Y SUBSITENCIA DEL SITIO OE TRABAJO DE LOS EMPLEADORES ACTIALESOMJLGACION DEL CONTRATO DE TRABAJO: Sims Sheep Co LIC prmporcionara un contrato de trabajo a todos los trabajadores H-2A, a mas tardar en el momento en que el trabajador solicite la visa, oa un trabajador en el empleo correspondiente a mas tardar el dia en que comience el trabajo, una copia del contralo de trabajo eotre el empleador y el trabajador en un idioma que el trabajador entienda como necesario o razonable. Aseguramos que si un trabajador H-2A pasa de nuestro empleo al empleador H-2A subsiguiente, la copia del contrato se proporcionara a mas tardar en el momento en que el empleador H-2A postefior haga una oferta de empleo. Como minimo, el contrato de trabajo contendra todas las disposiciones requeridas par 20 CFR 655.122. En ausencia de un contrato de trabajo par escrito por separado celebrado enlre Sims Sheep Co LLC y el trabajador, los terminos requeridos de la orden de trabajo y la Solicitud certificada para la Certificaci6n de Empleo Temporal ser6n el contrato de trabajo.</p> <p>GARANTIAS Y OBLIGACIONES: Sims Sheep Co LLC acepta seguir todas las garantias y obligaciones establecidas en 20 CFR 655.135</p>			



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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	H-1	2. Name of Section or Category of Material Term or Condition *	Additional Material Terms and Conditions of the Job Offer
3.	Details of Material Term or Condition (<i>up to 3,500 characters</i>) *		WORKERS Will BE PAID \$1727 25 PER MONTH PLUS ROOM AND BOARD. WORKERS Will BE PAID TWICE MONTHLY. THREE-FOURTHS GUARANTEE: SIMS SHEEP CO LLC GUARANTEES TO OFFER EMPLOYMENT FOR A MINIMUM OF THREE QUARTERS (3/4) OF THE WEEKDAYS OF THE TOTAL CONTRACT PERIOD AND ALL EXTENSIONS THEREOF. BEGINNING WITH THE FIRST WORK DAY AFTER THE WORKER'S ARRIVAL AT THE PLACE OF EMPLOYMENT. AND ENDING ON THE TERMINATION DATE SPECIFIED IN THE WORK CONTRACT OR ANY EXTENSIONS THEREOF. THIS GUARANTEE CAN ONLY BE ABATED UNDER CONDITIONS SPECIFIED IN 20 CFR 655.122(i) ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE OR BECAUSE OF THE OBLIGATION TO EMPLOYEE A US WORKER PURSUANT TO 20 CFR 655.122 r.x1) EARNINGS RECORDS: SIMS SHEEP CO LLC Will FURNISH TO THE WORKER ON OR BEFORE EACH PAYDAY IN ONE OR MORE WRITTEN STATEMENTS THE FOLLOWING INFORMATION: 1. THE WORKERS TOTAL EARNINGS FOR THE PAY PERIOD 2. THE WORKERS HOURLY RATE AND/OR PIECE RATE OF PAY. 3. THE HOURS OF EMPLOYMENT OFFERED TO THE WORKER. SIMS SHEEP CO LLC Will PROVIDE ADVANCE IN BOUND TRANSPORTATION (MOST ECONOMICAL MEANS) SIMS SHEEP CO LLC GUARANTEES TO OFFER THE WORKER EMPLOYMENT FOR THE WEEK BEGINNING WITH THE ANTICIPATED DATE OF NEED SPECIFIED ON ITEM 9 OF OR ANY AMENDMENT THEREOF. THE FIRST WEEKS WAGE Will BE \$431.82 OFFERED WAGE: SIMS SHEEP CO LLC Will PAY THE WORKER AT LEAST THE MONTHLY AEW. AS SPECIFIED IN STATE STATUTE 655211, 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. SHOWING OFFERS IN ACCORDANCE WITH THE THREE-FOURTHS GUARANTEE AS DETERMINED IN PARAGRAPH (1) OF THE 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 WORKERS WAGES. 6. BEGINNING AND ENDING DATES OF THE PAY PERIOD. 7. THE EMPLOYER'S NAME, ADDRESS. AND FEIN.

n. Job Offer Information 14

1. Section/Item Number *	H-1	2. Name of Section or Category of Material Term or Condition *	Additional Material Terms and Conditions of the Job Offer
3.	Details of Material Term or Condition (<i>up to 3,500 characters</i>) *		Sheep Co LLC will guarantee 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. (i) For purposes of this paragraph a workday means the number of hours in a workday as stated in the job order and excludes the worker's Sabbath and Federal holidays. Sims Sheep Co LLC will offer a total number of hours to ensure the provision of sufficient work to reach the three-fourths guarantee. In the event the worker begins working later than the specified beginning date of the contract, the guarantee period begins with the first workday after the arrival of the worker at the place of employment, and continues until the last day during which the work contract and all extensions thereof are in effect. (iii) Therefore, if, for example, a work contract is for a 10-week period, during which a normal workweek is specified as 6 days a week, 8 hours per day, the worker would have to be guaranteed employment for at least 360 hours (10 weeks x 48 hours/week= 480 hours x 75 percent= 360).. If a Federal holiday occurred during the 10-week span, the 8 hours would be deducted from the total hours for the work contract. before the guarantee is calculated. Continuing with the above example, the worker would have to be guaranteed employment for 354 hours (10 weeks x 48 hours/week' 480 hours - 8 hours (Federal holiday) x 75 percent= 354 hours). (iv) A worker may be offered more than the specified hours of work on a single workday. For purposes of meeting the guarantee, however, 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. However, all hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. If during the total work contract period the employer affords the U.S. or H-2A worker less employment than that required under this paragraph, Sims Sheep Co LLC will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days.