



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 * 12/1/2022		4. End Date * 10/1/2023		
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input 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. * <i>(Please begin response on this form and use Addendum C if additional space is needed.)</i> 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.							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ 1807.25		<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 checked="" type="checkbox"/> Yes <input 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): N/A							
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/Seguro Social Federal Tax/Impuestos Federales 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. \$	
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 *			
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 " <b>NONE</b> " below) *			
NONE			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
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 " <b>NONE</b> " 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 <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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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 GROCERY'S NEEDED FOR PREPARING THEIR OWN MEALS. EACH MOBILE CAMP IS EQUIP T WITH STOVES AND A MEANS OF WASHING UTENSILS. EACH MOBILE CAMP AND PERMANENT CAMP IS SUPPLIED WITH POTS, PANS, BAKING PANS SPATULAS, SPOONS, FORKS, KNIFES, CUPS AND PLATES.  
SIMS SHEEP CO PURCHASES GROCERIES AND BRINGS THEM TO EACH WORKER. SIMS SHEEP CO WILL PROVIDE EACH WORKER WITH 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 REPLENISHED. SIMS SHEEP CO LLC WILL ALSO PROVIDE AN ADDITIONAL AMOUNT OF WATER SUFFICIENT TO MEET THE LAUNDRY AND BATHING NEEDS OF EACH WORKER.

2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.
	<input type="checkbox"/> <b>WILL</b> 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>  14  </u> . <u>  00  </u>	per day *
	b. no more than	\$ <u>  59  </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](http://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](mailto:sims_ranch@yahoo.com) SIMS SHEEP CO WILL INTERVIEW AND SCREEN ALL APPLICANTS WHO SUBMIT THEIR APPLICATIONS AND WHO ARE REFEREED BY THE DEPARTMENT OF WORKFORCE SERVICES EVANSTON WORKFORCE CENTER. SIMS SHEEP CO LLC WILL ALSO CHECK APPLICANT'S REFERENCES

2. Telephone Number to Apply \*

+1 (307) 679-1502

3. Email Address to Apply \*

[sims\\_ranch@yahoo.com](mailto:sims_ranch@yahoo.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).

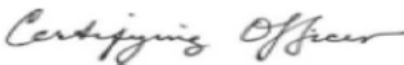


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17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- 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 §
Sims	Michael	J
4. Title *		
Managing Partner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By 		9/27/2022

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.





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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Sheep Herding	\$ 1807 . 25	Piece Rate	Not Applicable to Sheep Herding
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Sims Sheep Co LLC	1849 North Frontage Rd Lyman, Wyoming 82937 UINTA	none	12/1/2022	10/1/2023	20



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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 *
Permanent Housing	521 Almy Rd 107 Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
Permanent Housing	1849 North Frontage Rd Lyman, Wyoming 82939 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN1305	Various locations Southwest Wyoming depending on season and available range land Various locations Southwest Wyoming, Wyoming UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/SHEEP WAGON UN3732	Various locations Southwest Wyoming depending on season and available range land Various locations Southwest Wyoming, Wyoming UINTA		1	2	<input type="checkbox"/> Local <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal
MRH/Sheep wagon UN3150	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN1306	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/ Sheep Wagon UN3456	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN 1320	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN3643	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN1391	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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 *
MRH/Sheep Wagon UN 1314	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN 1319	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN 1318	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN 3085	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
MRH/Sheep Wagon UN 1312	Various locations Southwest Wyoming depending on season and available range land Evanston, Wyoming 82930 UINTA	In accordance with the regulations at 20 C.F.R. ss 655.102, ss 655.22(d), ss 655.235, ss 654.400-654.417 and 29 C.F.R ss 910.142, as applicable, and Special Procedures pertaining thereto. I certify that the following housing units are available for use, are 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
					<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 *	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 ( <i>up to 3,500 characters</i> ) * Must be able to ride and handle horses in a manner to assure the safety of the worker, co-workers, 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 outdoors 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, Workers Compensation coverage or private insurance which is equal to Workers 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.			

b. Job Offer Information 2

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 ( <i>up to 3,500 characters</i> ) * 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.			



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

c. Job Offer Information 3

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 \$14.00 PER 24-HOUR PERIOD OF TRAVEL (12:00 A.M. TO 12:00 MIDNIGHT)			

d. Job Offer Information 4

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Additional Terms
3. Details of Material Term or Condition (up to 3,500 characters) * WORKERS will BE PAID \$1807.25 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 WEEK DAYS 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 (ix1) 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 THERETO THE FIRST WEEKS WAGE WILL BE \$451.82 OFFERED WAGE: SIMS SHEEP CO LLC WILL PAY THE WORKER AT LEAST THE MONTHLY AEWR. AS SPECIFIED IN STATE STATUTE 655.211, 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.			



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

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Additional Terms 2
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>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 work day 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 1 Q..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 work day. 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.</p>			

f. Job Offer Information 6

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Spanish
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>A LOS TRABAJADORES SE LE PAGARÁ \$1807.25 MENSUALES MÁS ALOJAMIENTO Y COMIDA. LOS TRABAJADORES SERÁN PAGADOS DOS VECES MENSUALES. GARANTIA DE TRES CUARTOS: SIMS SHEEP CO LLC GARANTIZA OFRECER EMPLEO POR UN MÍNIMO DE TRES CUARTOS (3/4) DE LOS DÍAS DE LA SEMANA DEL PERÍODO TOTAL DEL CONTRATO Y TODAS LAS PRÓRROGAS DEL MISMO. A PARTIR DEL PRIMER DÍA DE TRABAJO DESPUÉS DE LA LLEGADA DEL TRABAJADOR AL LUGAR DE TRABAJO. Y TERMINA EN LA FECHA DE TERMINACIÓN ESPECIFICADA EN EL CONTRATO DE TRABAJO O CUALQUIER EXTENSIONES DE LA MISMA. ESTA GARANTÍA SOLO SE PUEDE ELIMINAR BAJO LAS CONDICIONES ESPECIFICADAS EN 20 CFR 655.122(i) ABANDONO DEL EMPLEO O TERMINACIÓN POR CAUSA O DEBIDO A LA OBLIGACIÓN DE EMPLEAR A UN TRABAJADOR DE EE. UU. DE CONFORMIDAD CON 20 CFR 655.122 (ix1) REGISTROS DE GANANCIAS: SIMS SHEEP CO LLC PROPORCIONARÁ AL TRABAJADOR EN O ANTES DE CADA DÍA DE PAGO EN UNA O MÁS DECLARACIONES ESCRITAS LA SIGUIENTE INFORMACIÓN: 1. LOS TRABAJADORES GANANCIAS TOTALES PARA EL PERÍODO DE PAGO 2. LA TASA POR HORA Y/O TASA DE PAGO POR PIEZA DE LOS TRABAJADORES. 3. LAS HORAS DE TRABAJO OFRECIDAS AL TRABAJADOR. SIMS SHEEP CO LLC PROPORCIONARÁ ANTICIPACIÓN EN TRANSPORTE CONTINUO (MEDIOS MÁS ECONÓMICOS) SIMS SHEEP CO LLC GARANTIZA OFRECER EMPLEO AL TRABAJADOR PARA LA SEMANA A PARTIR DE LA FECHA ANTICIPADA DE NECESIDAD ESPECIFICADO EN EL PUNTO 9 O CUALQUIER ENMIENDA AL MISMO, EL SALARIO DE LAS PRIMERAS SEMANAS SERÁ DE \$451.82 SALARIO OFRECIDO: SIMS SHEEP CO LLC PAGARÁ AL TRABAJADOR AL MENOS EL AEWR MENSUAL. SEGÚN LO ESPECIFICADO EN EL ESTATUTO 655.211 DEL ESTADO, EL SALARIO DE NEGOCIACIÓN COLECTIVA CONVENIDO. O EL SALARIO MÍNIMO APLICABLE IMPUESTO POR LEY FEDERAL O ESTATAL O ACCIÓN JUDICIAL, VIGENTE EN EL MOMENTO EN QUE SE REALIZA EL TRABAJO. EL QUE SEA MÁS ALTO, PARA CADA MES DEL PERÍODO O PORCIÓN DE LA ORDEN DE TRABAJO DE LOS MISMOS. MOSTRAR OFERTAS DE CONFORMIDAD CON LA GARANTÍA DE LOS TRES CUARTOS SEGÚN SE DETERMINA EN EL PÁRRAFO (1) DE LA SECCIÓN. SEPARADO DE CUALQUIER HORARIO OFRECIDO POR ENCIMA DE LA GARANTÍA). 4. LAS HORAS REALMENTE TRABAJADAS POR EL TRABAJADOR 5. UN DETALLE DE TODAS LAS DEDUCCIONES HECHAS DEL SALARIO DE LOS TRABAJADORES. 6. FECHAS DE INICIO Y FINALIZACIÓN DEL PERÍODO DE PAGO. 7. EL NOMBRE DEL EMPLEADOR. DIRECCIÓN. Y FEIN.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Spanish 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Sheep Co LLC garantizará ofrecer empleo al trabajador por un número total de horas de trabajo igual a por lo menos las tres cuartas partes de los días de trabajo del período total a partir del primer día de trabajo después de la llegada del trabajador al lugar de trabajo o el anunciado. primera fecha de necesidad contractual, la que sea posterior, y terminando en la fecha de vencimiento especificada en el contrato de trabajo o en sus prórrogas, si las hubiere. (i) A los fines de este párrafo, un día de trabajo significa el número de horas en un día de trabajo según lo establecido en la orden de trabajo y excluye el trabajo del trabajador. sábados y feriados federales. Sims Sheep Co LLC ofrecerá un número total de horas para garantizar la provisión de trabajo suficiente para alcanzar la garantía de tres cuartos. En caso de que el trabajador comience a trabajar más tarde de la fecha de inicio prevista en el contrato, el período de garantía comienza el primer día hábil posterior a la llegada del trabajador al lugar de empleo, y continúa hasta el último día de vigencia del contrato de trabajo y todas sus prórrogas. (iii) Por lo tanto, si, por ejemplo, un contrato de trabajo es por 10 semanas período durante el cual se especifica una semana laboral normal de 6 días a la semana. 8 horas por día, el trabajador tendría que tener garantizado el empleo durante al menos 360 horas (10 semanas x 48 horas/semana = 480 horas x 75 por ciento = 360). Si ocurrió un feriado federal durante el lapso de 1 Q..week. las 8 horas se descontarían del total de horas del contrato de trabajo. antes de que se calcule la garantía. Continuando con el ejemplo anterior, al trabajador se le tendría que garantizar empleo por 354 horas (10 semanas x 48 horas/semana = 480 horas - 8 horas (día feriado federal) x 75 por ciento = 354 horas). (iv) A un trabajador se le puede ofrecer más de las horas de trabajo especificadas en un solo día de trabajo. Sin embargo, para efectos de cumplir con la garantía, el trabajador no estará obligado a trabajar más de la cantidad de horas especificadas en la orden de trabajo para una jornada laboral. o en el sábado del trabajador o feriados federales. Sin embargo, todas las horas de trabajo realmente realizadas pueden ser contabilizadas por el empleador al calcular si se ha cumplido el período de empleo garantizado. Si durante el período total del contrato de trabajo el empleador ofrece al trabajador estadounidense o H-2A menos empleo que el requerido en virtud de este párrafo. Sims Sheep Co LLC pagará a dicho trabajador la cantidad que el trabajador habría ganado tenía el trabajador. De hecho. trabajó durante el número garantizado de días</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
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>FROM PLACE OF RECRUITMENT TO THE PLACE OF EMPLOYMENT. UPON COMPLETION OF THE WORK CONTRACT, SIMS SHEEP CO LLC WILL PROVIDE OR PAY OUTBOUND TRANSPORTATION (UNDER THE MOST ECONOMICAL COMMON CARRIER OR OTHER TRANSPORTATION WHICH CONFORMS WITH ICC REGULATIONS) AND SUBSISTENCE FROM THE WORK SITE TO THE PLACE OF RECRUITMENT. SIMS SHEEP CO LLC WILL PAY THE MINIMUM OUTBOUND SUBSISTENCE OF \$14.00 PER 24-HOUR PERIOD OF TRAVEL. THE MAXIMUM AMOUNT WILL BE THAT WHICH WAS ALLOWED FOR INBOUND SUBSISTENCE, NOT EXCEEDING \$59.00 PER 24-HOUR PERIOD OF TRAVEL 12:01 A.M. TO 12:00 MIDNIGHT. WORKERS WHO PROVIDE RECEIPTS FOR MEALS AND NON-ALCOHOLIC BEVERAGES IN EXCESS OF \$14.00 WILL BE REIMBURSED DURING THE FIRST PAY PERIOD UP TO THE MAXIMUM AMOUNT OF \$59.00 PER 24 HOUR OF TRAVEL 12:00 A.M. TO 12:00 MIDNIGHT FROM PLACE OF REQUIREMENT TO THE PLACE OF EMPLOYMENT. THIS REQUIREMENT WILL BE NULLIFIED</p> <p>IF THE WORKER HAS CONTRACTED WITH A SUBSEQUENT H-2A EMPLOYER WHO HAS AGREED TO PAY FOR THEIR WORKERS TRANSPORTATION AND SUBSISTENCE COST FROM THE PRESENT EMPLOYERS WORK SITE.</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 *	Inbound/Outbound Transportation - Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * SIMS SHEEP CO LLC PROPORCIONARÁ ADELANTAMIENTO EN TRANSPORTE CONTINUO (EL TRANSPORTADOR COMÚN MÁS ECONÓMICO U OTRO TRANSPORTE QUE CUMPLA CON LOS REQUISITOS DE LA COMISIÓN INTERESTATAL DE COMERCIO (ICC). EL TRANSPORTE QUE FUE ADELANTADO AL TRABAJADOR SE DEDUCIRÁ DEL PAGO DEL TRABAJADOR, PERO SERÁ REEMBOLSADO A EL TRABAJADOR AL CUMPLIR EL 50% DEL CONTRATO DE TRABAJO, SIMS SHEEP CO LLC PROPORCIONARÁ SUBSISTENCIA ANTICIPADA A UN MONTO MÍNIMO DE \$14.00 POR PERIODO DE 24 HORAS DE VIAJE (12:00 A.M. A 12:00 MEDIA NOCHE) DEL LUGAR DE CONTRATACIÓN AL LUGAR DE TRABAJO. AL FINALIZAR EL CONTRATO DE TRABAJO, SIMS SHEEP CO LLC PROPORCIONARÁ O PAGARÁ EL TRANSPORTE DE SALIDA (BAJO EL TRANSPORTE COMÚN MÁS ECONÓMICO U OTRO TRANSPORTE QUE CUMPLA CON LAS REGULACIONES DE LA ICC) Y LA SUBSISTENCIA DESDE EL LUGAR DE TRABAJO HASTA EL LUGAR DE RECLUTAMIENTO. SIMS SHEEP CO LLC PAGARÁ LA SUBSISTENCIA MÍNIMA DE SALIDA DE \$14.00 POR PERÍODO DE VIAJE DE 24 HORAS. EL MONTO MÁXIMO SERÁ EL PERMITIDO POR SUBSISTENCIA DE ENTRADA, SIN EXCEDER DE \$59.00 POR PERÍODO DE 24 HORAS DE VIAJE 12:01 A.M. HASTA LAS 12:00 MEDIA NOCHE. A LOS TRABAJADORES QUE ENTREGUEN RECIBOS POR COMIDAS Y BEBIDAS NO ALCOHÓLICAS EN EXCESO DE \$14.00 SE REEMBOLSARÁ DURANTE EL PRIMER PERÍODO DE PAGO HASTA EL MONTO MÁXIMO DE \$59.00 POR 24 HORAS DE VIAJE 12:00 A.M. HASTA LAS 12:00 MEDIA NOCHE DEL LUGAR DE REQUERIMIENTO AL LUGAR DE EMPLEO. ESTE REQUISITO SERÁ NULIFICADO SI EL TRABAJADOR HA CONTRATADO CON UN EMPLEADOR H-2A POSTERIOR QUE HA ACUERDO PAGAR POR SUS TRABAJADORES COSTO DE TRANSPORTE Y VIAJES DESDE EL ACTUAL LUGAR DE TRABAJO DE LOS EMPLEADORES.			

j. Job Offer Information 10

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - 2
3. Details of Material Term or Condition (up to 3,500 characters) * <b>DISCLOSURE OF WORK CONTRACT:</b> 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. <b>ASSURANCES AND OBLIGATIONS:</b> Sims Sheep Co LLC agrees to follow all of the assurances and obligations set forth in 20 CFR 655.135			



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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 *	Inbound/Outbound Transportation - 2 Spanish
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p><b>DIVULGACIÓN DEL CONTRATO DE TRABAJO:</b> Sims Sheep Co LLC proporcionará un contrato de trabajo a todos los trabajadores H-2A, a más tardar en el momento en que el trabajador solicite la visa, o a un trabajador en el empleo correspondiente a más tardar el día 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. Le aseguramos que si un trabajador H-2A pasa de nuestro empleo a un empleador H-2A posterior, la copia del contrato se proporcionará a más tardar en el momento en que el empleador H-2A posterior haga una oferta de empleo. Como mínimo, el contrato de trabajo contendrá todas las disposiciones requeridas por 20 CFR 655.122. En ausencia de un contrato de trabajo escrito por separado entre Sims Sheep Co LLC y el trabajador, los términos requeridos de la orden de trabajo y la Solicitud certificada de Certificación de Empleo Temporal serán el contrato de trabajo. <b>GARANTÍAS Y OBLIGACIONES:</b> Sims Sheep Co LLC acepta seguir todas las garantías 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 *	Inbound/Outbound Transportation - Contract Impossibility
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p><b>Contract Impossibility 20 CFR 655.12(0)</b> 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.</p>			



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

m. Job Offer Information 13

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Imposibilidad de contrato 20 CFR 655.12(0) En el caso de que el trabajador deje de ser necesario por causas ajenas al empresario por causa de incendio, temporal, o caso fortuito que imposibilite el cumplimiento del contrato, el empleador podrá rescindir el contrato de trabajo. La Compañía determinará si tal evento constituye una imposibilidad de contrato. Sims Sheep Co LLC cumplirá con una garantía de tres cuartos por el tiempo transcurrido desde el inicio del contrato de trabajo hasta la terminación. Sims Sheep Co LLC hará un esfuerzo para transferir al trabajador a otro empleo comparable aceptable para el trabajador, consistente con la ley de inmigración existente, según corresponda. Si dicha transferencia no se ve afectada, Sims Sheep Co LLC (1) Devolverá al trabajador, a expensas del empleador, al lugar desde el cual el trabajador (sin tener en cuenta el empleo intermedio) vino a trabajar para el empleador, o transportar al trabajador al próximo empleador H-2A certificado del trabajador, lo que prefiera el trabajador. (2) Reembolsar al trabajador el monto total de cualquier deducción hecha del salario del trabajador por el empleador por gastos de transporte y subsistencia al lugar de trabajo (3) Pagar al trabajador por cualquier costo incurrido por el trabajador para transporte y subsistencia diaria a ese el lugar de trabajo del empleador, así como la subsistencia diaria. El monto del pago del transporte no debe ser menor y no se requiere que sea mayor que los cargos de transporte más económicos y razonables del transportista común para las distancias involucradas. Cuando sea necesario, el empleador proporcionará el transporte entre la vivienda del trabajador en el lugar de trabajo y el lugar de trabajo sin costo alguno para el trabajador. En caso de terminación del trabajador por caso fortuito o por razones médicas, el transporte y las deducciones hechas por concepto de transporte anticipado serán pagados al trabajador.			

n. Job Offer Information 14

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation -Spanish
3. Details of Material Term or Condition (up to 3,500 characters) * Sims Sheep Co proporcionará transporte a la unidad de vivienda móvil o permanente sin costo alguno para el trabajador. Sims Sheep Co proporcionará transporte desde la unidad de vivienda móvil o permanente sin costo alguno para el trabajador. Sims Sheep Co brinda transporte hacia y desde la unidad de vivienda permanente o móvil en Dodge Trucks. Los trabajadores permanecerán en unidades de vivienda móviles o unidades de vivienda permanentes. No se requiere transporte diario.			



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

o. Job Offer Information 15

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Question F.1 Provision Of Meals
3. Details of Material Term or Condition (up to 3,500 characters) * DURING CERTAIN SEASONS OF THE YEAR WE MAY PROVIDE THE WORKER WITH PREPARED MEALS AT NO COST TO THE WORKER. SIMS SHEEP CO WILL PROVIDE AT NO COST TO THE WORKER AN EFFECTIVE MEANS OF COMMUNICATION WITH PERSONS CAPABLE OF RESPONDING TO THEIR WORKER'S NEEDS IN CASE OF AN EMERGENCY INCLUDING BUT NOT LIMIT 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 WORKERS WELL BEING EVERY THREE DAYS ON PRE-SCHEDULED IN-PERSON VISITS BETWEEN THE WORKERS AND THE EMPLOYER, EITHER IN PERSON OR BY DESIGNATED PERSONS SENT BY SIMS SHEEP CO LLC TO RESUPPLY THE WORKERS' EQUIPMENT AND FOOD. WORKERS CAN TEXT OR CALL ANYTIME TO RESUPPLY THE GROCERY'S AND SUPPLIES. IF THERE ARE PERIODS OF TIME WHEN THE WORKERS ARE STATIONED IN LOCATIONS WHERE ELECTRONIC COMMUNICATION 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 EVERY THREE DAYS.			

p. Job Offer Information 16

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Pregunta F.1 Provisión De Comidas Español
3. Details of Material Term or Condition (up to 3,500 characters) * SIMS SHEEP CO LLC PROPORCIONARÁ SIN COSTO AL TRABAJADOR DISPOSICIONES, UTENSILIOS E INSTALACIONES PARA PREPARAR SUS PROPIAS COMIDAS. LAS DISPOSICIONES INCLUIRÁN, ENTRE OTROS, UNA FUENTE DIARIA DE PROTEÍNAS, VITAMINAS Y MINERALES. SIMS SHEEP CO SUMINISTRARÁ SIN COSTO PARA EL TRABAJADOR TODOS LOS COMESTIBLES NECESARIOS PARA PREPARAR SUS PROPIAS COMIDAS. CADA CAMPAMENTO MÓVIL ESTÁ EQUIPADO CON COCINAS Y UN MEDIO DE LAVADO DE UTENSILIOS. CADA CAMPAMENTO MÓVIL Y CAMPAMENTO PERMANENTE SE SUMINISTRA CON OLLAS, SARTENES, BANDEJAS, ESPÁTULAS, CUCHARAS, TENEDORES, CUCHILLOS, TAZAS Y PLATOS. SIMS SHEEP CO COMPRA COMESTIBLES Y SE LOS TRAE A CADA TRABAJADOR. SIMS SHEEP CO PROPORCIONARÁ A CADA TRABAJADOR AL MENOS 4.5 GALONES DE AGUA POTABLE, POR DÍA PARA BEBER Y COCINAR ENTREGA REGULARMENTE, PARA QUE LOS TRABAJADORES TENGAN AL MENOS ESTA CANTIDAD DISPONIBLE PARA SU USO HASTA QUE ESTE SUMINISTRO SE REPONGA PRÓXIMAMENTE. SIMS SHEEP CO LLC TAMBIÉN PROPORCIONARÁ UNA CANTIDAD ADICIONAL DE AGUA SUFICIENTE PARA CUMPLIR LAS NECESIDADES DE BAÑO Y LAVADO DE CADA TRABAJADOR. DURANTE CIERTAS TEMPORADAS DEL AÑO PODEMOS PROVEER AL TRABAJADOR COMIDAS PREPARADAS SIN COSTO PARA EL TRABAJADOR. SIMS SHEEP CO PROPORCIONARÁ SIN COSTO AL TRABAJADOR UN MEDIO EFECTIVO DE COMUNICACIÓN CON PERSONAS CAPACES DE RESPONDER A LAS NECESIDADES DE SU TRABAJADOR EN CASO DE EMERGENCIA, INCLUYENDO PERO NO LIMITADO A TELÉFONOS SATELITAL, TELÉFONOS CELULARES, DISPOSITIVOS INALÁMBRICOS, TRANSMISORES DE RADIO U OTROS TIPOS DE SISTEMAS DE COMUNICACIONES ELECTRÓNICAS. SI HAY PERÍODOS DE TIEMPO EN LOS QUE LOS TRABAJADORES ESTÁN ESTACIONADOS EN LUGARES DONDE LOS DISPOSITIVOS DE COMUNICACIÓN ELECTRÓNICA PUEDEN NO FUNCIONAR EFICAZMENTE, SIMS SHEEP CO LLC HARÁ DISPOSICIONES PARA QUE LOS TRABAJADORES SEAN UBICADOS A INTERVALOS REGULARES PARA MONITOREAR EL BIENESTAR DE LOS TRABAJADORES CADA TRES DÍAS ANTES VISITAS EN PERSONA PROGRAMADAS ENTRE LOS TRABAJADORES Y EL EMPLEADOR, YA SEA EN PERSONA O POR PERSONAS DESIGNADAS ENVIADAS POR SIMS SHEEP CO LLC PARA REABASTECIR LOS EQUIPOS Y ALIMENTOS DE LOS TRABAJADORES. LOS TRABAJADORES PUEDEN ENVIAR UN MENSAJE DE TEXTO O LLAMAR EN CUALQUIER MOMENTO PARA REABASTECIR LOS SUPERMERCADOS Y SUMINISTROS. SI HAY PERÍODOS DE TIEMPO EN LOS QUE LOS TRABAJADORES ESTÁN ESTACIONADOS EN LUGARES DONDE LOS DISPOSITIVOS DE COMUNICACIÓN ELECTRÓNICA PUEDEN NO FUNCIONAR EFICAZMENTE, SIMS SHEEP CO LLC HARÁ DISPOSICIONES PARA QUE LOS TRABAJADORES SEAN UBICADOS A INTERVALOS REGULARES PARA MONITOREAR EL BIENESTAR DEL TRABAJADOR EN PERSONA O POR PERSONAS DESIGNADAS ENVIADAS POR SIMS SHEEP CO LLC PARA REABASTECIR EL CAMPAMENTO DE TRABAJADORES CADA TRES DÍAS.			

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

q. Job Offer Information 17

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Question B.6 Additional Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * 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: saddles, saddle pads, horse blankets, bridles, bridle rope, halter, combs and brushes, horse shoes, horse shoe nails, pinchers, rasps, and fairer equipment. 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.			

r. Job Offer Information 18

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Pregunta B.6 Información Adicional
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Todas las herramientas y equipos necesarios para realizar el trabajo requerido serán provistos por el empleador sin costo alguno para el trabajador. Las herramientas y el equipo suministrado incluirán, entre otros: sillas de montar, almohadillas para sillas de montar, mantas para caballos, bridas, cuerdas para bridas, cabestros, peines y cepillos. Debe poder montar y manejar caballos de una manera que garantice la seguridad del trabajador, los compañeros de trabajo y el ganado. Debe estar dispuesto y ser capaz de realizar tareas. capaz y eficientemente sin una estrecha supervisión. No se tolerarán las ausencias del trabajo y/o el incumplimiento de las tareas requeridas. Debe estar dispuesto y ser capaz de vivir. y trabajar solos o en pequeños grupos de trabajadores en áreas aisladas, durante largos períodos de tiempo. El trabajo implica trabajar con y alrededor de maquinaria agrícola, trabajar al aire libre en todo tipo de clima, lluvia y calor o frío extremo. El trabajo implica una exposición ocasional a los peligros del pastoreo, como serpientes venenosas y depredadores. El empleador proporcionará, sin costo alguno para el trabajador, cobertura de Compensación al Trabajador o un seguro privado equivalente a la Compensación al Trabajador leyes para el empleo comparable. Todas las herramientas y equipos necesarios para realizar el trabajo requerido serán provistos por el empleador sin costo alguno para el trabajador. Las herramientas y el equipo suministrado incluirán, pero no se limitan a: sillas de montar, mantillas, mantas para caballos, bridas, sogas, cabestros, peines y cepillos, herraduras y otros equipos. equipo de esgrima; postes, alambre, clavos, clavos para cercas, martillos para cercas, cortadores de alambre, tensores de alambre. Equipo de campamento: palas y hachas. La palabra se realiza en el rango de la mayoría (es decir, más del 50 por ciento) de los días de trabajo en el período del contrato de trabajo.			



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

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) *			
<p>Asiste a rebaño de ovejas pastando en gama o pastoreo, movimientos de ovejas y área 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 floks luminosas oscila entre 800-1000 ovejas. Puede ayudar en partos, acoplamiento, castrar, descornar, 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 comunican electrónicos. Al trabajador un medio eficaz de comunicación con las personas capaces de responder a las necesidades de los trabajadores allí en caso de emergencia ncluyendo, pero no limitarse a satélite teléfonos, teléfonos celulares, inalámbrico Si hay períodos de tiempo cuando la compensación de trabajadores se coloca en lugares donde los dispositivos de comunicación electrónica 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 serán suministrados por Sims Sheep Co LLC sin costo para el trabajador.</p>			

t. Job Offer Information 20

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition (up to 3,500 characters) *			