OMB Approval: 1205-0466
Expiration Date: 10/31/2022

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

A. Job Offer Information

1. Job Title * Open Range Winter Cattle Herders

2. Workers Needed *	a. Total	b. H-2A	Period of Intended Employment	
	6	6	3. Begin Date * 12/15/2022	4. End Date * 3/31/2023

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. ☑ Yes ☐ No

6. Anticipated days and hours of work per week *

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

7. Hourly work schedule *
a. ____ : ____ ☐ AM ☐ PM
b. ____ : ____ ☐ AM ☐ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 1807.23	☐ HOUR ☑ MONTH	$ _____.___	

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

10. Frequency of Pay. * ☐ Weekly ☐ Biweekly ☐ Monthly ☑ Other (specify): Twice Monthly

11. State all deduction(s) from pay and, if known, the amount(s). *
(Please begin response on this form and use Addendum C if additional space is needed.)
See Addendum C

H-2A Case Number: H-300-22300-553805 Case Status: Full Certification Determination Date: 11/14/2022 Validity Period: _____ to _____

B. Minimum Job Qualifications/Requirements

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

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

2. Work Experience: number of months required. *	6	3. Training: number of months required. *	0

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

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

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

6. Additional Information Regarding Job Qualifications/Requirements.
*(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "**NONE**" below)* *

See Addendum C

C. Place of Employment Information

1. Address/Location *
1366 Sage Court, Rock Springs, WY 82901,

2. City *	3. State *	4. Postal Code *	5. County *
Rock Springs	Wyoming	82901	Sweetwater

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
Work is performed primarily on range land south of Rock Springs, Wyoming (Sweetwater County) (Southwest Wyoming).
P.O. Box 636, Rock Springs, WY 82902

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *	☐ Yes ☑ No

D. Housing Information

1. Housing Address/Location *
3392 Big Sandy Elk Horn Rd

2. City *	3. State *	4. Postal Code *	5. County *
Boulder	Wyoming	82923	Sublette

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
3 mobile units and one (1) permanent	4	9

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

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
Housing and utilities are provided at no cost to employees who are not reasonably able to return to their permanent residence at the end of the workday. Located at various places on the range, the employer has three (3) mobile range housing units with a total occupancy of five (5). There is also one (1) permanent housing unit with a total capacity for four (4) individuals. Total capacity is 9.

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

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * *(Please begin response on this form and use Addendum C if additional space is needed.)*

Each housing unit for the workers has free and convenient cooking and kitchen facilities to enable the workers to prepare their own meals. Employer will provide all food to workers from employer's own supply at no cost to workers. Workers will prepare their own meals. Further, the Employer will provide potable water (at least 4.5 gallons per day) per worker for drinking and cooking, a method for testing potable water, and additional water for bathing and laundry (where needed) as required under the U.S. Department of Labor's November 16, 2015, Final Rule regarding the Herding or Production of Livestock on the Range.

2. If meals are provided, the employer: *	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . ____	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

The employer may advance to workers the required transportation and subsistence costs (or otherwise provide them) from the place from which the worker has departed to the employer's place of employment. For an H–2A worker coming from outside of the U.S., the place from which the worker has departed is the place of recruitment. 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.)

The employer will provide bus or air transportation from the place of recruitment to the place of employment, at no cost to the employee. 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	$ 14 . 00	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Pretty Water, LLC Referral Contact: Peter Arambel, phone: (307) 354-8261; email address: midlandranch@hotmail.com. All referrals from State Workforce Agencies must be sent to the employer by mail, telephone or email and must include referral contact name, phone number, and email address if an email address is available.

All applicants who contact the local state workforce agency (SWA) should be made thoroughly familiar with the job specifications and terms and conditions of employment on the job order by the local SWA. Workers meeting all the qualifications of the job order and who are eligible for U.S. employment should be referred to the employer. The employer will receive referrals, interview workers, and make hiring commitments. Worker must be physically able to perform the duties described herein.

Six months prior experience as a Livestock Worker, as described herein, and one satisfactory reference verifying this requisite experience are required. (If the worker's experience as a Livestock Worker has not been in the immediately preceding 12 months, up to two references will be required.) The name and address and telephone number or email address of the reference who can verify the worker's experience and performance will be required at the time of interview. The assistance of the referring office in helping the worker provide this information will be appreciated.

The employer will also receive phone calls from and consider the applications of all walk-in applicants and applicants who hear of the job opening(s) by word of mouth.

If hired, the applicant must be able to provide the document(s) required by the regulations at 8 CFR 274a.2(b) to establish his or her identity and eligibility for employment in the U.S. The worker will be afforded the time allowed by these regulations to produce the proper documentation. Employer will complete within the time allowed by the regulations the I-9 Form required by U.S. Citizenship & Immigration Services for each worker. The assistance of the referring SWA office in helping workers provide required documentation will be appreciated.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (307) 354-8261	midlandranch@hotmail.com
4. Website address (URL) to Apply *	
N/A	

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound*)

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. Transportation from Place of Employment (Outbound)

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. Daily Transportation

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. Compliance with Transportation Standards

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

   The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

   If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

   If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CPR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

   Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

    For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY**: Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

    The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

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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 *§*
Peter	Arambel	
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		10/31/2022

Employment Service Statement

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

Public Burden Statement *(1205-0466)*

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

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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

Performs any combination of the following seasonal duties primarily involved in the winter open range production of commercial livestock to assist the employer and employer-designated representative. On call up to 24 hours per day, 7 days a week. Live in isolated mobile camps & performs following tasks almost exclusively out on desert range to protect pregnant cows from harsh winter conditions: trail groups of pregnant cows to areas designated by the employer and employer-designated representative using winter trailing methods to avoid undue stress on cows; prevent hypothermia/abortion/death; move cows at a pace/distance sufficient to ensure they receive ample water/native forage during daylight hours to arrive at natural shelters by nightfall to protect cows during blizzards/high winds/extreme cold, ride unmarked perimeters of open range area designated by the employer and employer-designated representative. Help employer and employer-designated representative with supplemental feeding (when weather precludes use of range forage). Must be able to ride and handle horses in the movement of livestock in the open range while assuring the safety of the worker, co-workers, livestock, and horses. Employee must be willing to: perform tasks capably and efficiently without close supervision, and live and work singly or in small groups of workers in isolated areas for extended periods of time. The job may entail working with and around farm machinery such as tractors and ATVs for feeding purposes and the movement of livestock, periodically. Employee will work outdoors in all types of weather, including blizzards/high winds/extreme cold and may experience occasional exposure to herding hazards such as predators. 50 lbs. lifting and driving requirement is needed.
Keep cows in small groups to allow grazing on proper mix of native forage, gradually herd cows in direction specified by the employer and employer-designated representative using methods which move cows slowly & orderly through desert ravines/washed out areas/tall sagebrush, avoiding deep snow, herd/trail cows to a viable water source, use ax to chop large holes in frozen creeks/reservoirs to water 20-30 cows at a time, trail pregnant cows across ice to water sources or to native forage area by choosing safe crossing area; making a sanded trail; keeping cows calm & moving in slow orderly manner on trail. Report to the employer and employer-designated representative on water/native forage/weather conditions, detect direction from which wind or prevailing storm is coming to prevent cows from scattering, trail/herd cows & properly place them in shelters/direction of wind/prevailing storm, in canyons, washed out or cut banks, cedar breaks, or draws with tall sagebrush. Report to the employer and employer-designated representative dehydration & other indicators of deterioration in cows' body condition/behavioral changes indicating malnutrition. Remember and report location of sick & injured cows. Administer emergency minor medical care to sick/injured pregnant cows using roping methods to gently immobilize cow without causing undue stress. Detect through winter tracking methods where employer and employer-designated representative's as well as other rancher(s)' livestock has been to avoid overgrazing of native forage. Shoe horses with sharp shoes for better footing on frozen creeks/slopes and properly hobble camp horses. Maintain and set up camp and supply wagons in appropriate direction to provide for wind break/shelter/protection for horses & dogs. Make sufficient water from snow for horses/dogs at camp. Properly use/store food supplies for herder/horses/dogs, reporting to the employer and employer-designated representative when supplies are low. Operate camp stove appropriately to provide/conserve heat in extreme cold/high winds. Lives in mobile units or other housing units principally on the range. See Addendum C

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay

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

Under the U.S. Department of Labor's November 16, 2015, Final Rule regarding the Herding or Production of Livestock on the Range, the wage rate of $1,807.23 per month (unless rescinded by court order or other action) plus room and board is guaranteed as a minimum for work performed in SW Wyoming.

The employer will 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 OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage. See Addendum C.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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*) *

Must be able to ride and handle horses and equipment utilized and necessary in the range production of livestock in a manner to assure safety of the employee, co-workers, horses, dogs, and open range winter livestock. Must be able to find and maintain bearings to assigned work areas on the open range. Employee must be physically able to perform the duties described herein and must be able to perform the duties reliably. Employee will be directed and controlled by the employer and/or employer-designated representative. However, employees are often required to work alone for periods of time and to perform the required work reliably and properly. Absences from work, failure to perform all required duties described herein, and any act of misconduct, such as severe or willful damage/injury to livestock, horses, dogs, housing, equipment, or fighting or willful injury to co-worker(s) or any other person will not be tolerated and will be cause for immediate dismissal. See Addendum C

d. Job Offer Information 4

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional housing information

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

Housing will comply with applicable federal standards and mobile units will be in compliance with the standards published in the U.S. Department of Labor's November 16, 2015, Final Rule regarding the Herding or Production of Livestock on the Range, including but not limited to the provision of potable water for drinking and cooking, and water for bathing and laundry facilities. Employer will provide a means for testing potability of water.

Employees will be responsible for maintaining housing in a neat, clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of employees found to have been responsible for damage to housing or furnishings, including sleeping bags. Extreme damage to housing through misconduct or willful negligence will be cause for termination of employment.

Mail intended for employees occupying employer-provided housing units should be addressed to the employee in care of employer. In case of emergency, employees occupying employer-provided housing units can be contacted by calling the employer .

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation

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

The employer will provide transportation between the worker's living quarters (i.e., housing provided or secured by the employer) and the employer's worksite at no cost to the worker, and such transportation must comply with all applicable Federal, State or local laws and regulations, and must provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, subpart D. If workers' compensation is used to cover such transportation, in lieu of vehicle insurance, the employer must either ensure that the workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation.

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Conditions and Qualifications for Employment

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

Employees must be willing and able to live and work singly or in small groups in isolated areas for extended periods of time.

Job entails working outdoors in all types of weather and with extreme cold that could go to -40 degrees F. Job entails exposure to normal range hazards including but not limited to predators, rocky terrain, snowstorms and blizzards, including rain, hail and snow, and occasional flash floods.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

Collect telephone calls will be accepted by employer at the number listed herein from SWA Office personnel only. Applicants should be thoroughly screened as required herein before the referring official places collect telephone calls.

h. Job Offer Information 8

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

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

Employees will be provided the use of a cellular phone when he/she needs to communicate with persons capable of responding to the employee's needs in case of an emergency. Employer-provided cell phones should be used in a reasonable manner. Employees must notify employer of any damage to or loss of cell phones within 24 hours of loss and employer will replace the standard cell phone immediately. Any upgrades to cell phones or cell phone service for personal use is the responsibility of the employee.

If there are periods of time when the employees are stationed in locations where electronic communication devices may not operate effectively, the employer will contact the employees to monitor the employee's well-being. Pretty Water contacts each worker daily through electronic means and in person every other day to monitor worker's wellbeing. This contact includes either arrangements for the employees to be located, on a regular basis, in geographic areas where the electronic communication devices operate effectively, or regular, pre-scheduled, in-person visits, depending on the location, season, and weather conditions, between the employees and the employer, which may include visits between the employees and other persons designated by the employer to resupply the employees' range housing unit.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Employer Notification of Changes in Employment

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

Employer will expeditiously notify the order-holding office or State agency by telephone immediately upon learning that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Abandonment of Employment or Termination for Cause

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

If a worker voluntarily abandons employment before the end of the contract period or is terminated for cause, employer will notify the Department of Labor and, if applicable, the DHS, in writing no later than 2 working days after such event. When employer timely complies with the notice requirement, employer is not responsible for the worker's return transportation and the worker is not entitled to the ¾ guarantee. Abandonment occurs if the worker fails to report to work at the regularly scheduled time for 5 consecutive working days.

Termination of Cause:

No worker shall be terminated without cause, except as provided in herein concerning contract abatement under conditions specified in 20 CFR 655.122(n) and (o). Offenses considered just cause for termination of employment include, but are not limited to, the following examples of the offenses which will result in termination of employment:

a. Failure or refusal after any break-in period to satisfactorily complete duties described in herein (job specifications) with reasonable diligence;

b. Failure to perform work in accordance with terms of this agreement;

c. Committing an act of misconduct, such as severe willful damage/injury to livestock, horses, dogs, housing, equipment, or fighting or willful injury to co-worker(s) or any other person;

d. Engaging in work during the period of this contract for any person other than employer;

e. Violating any U.S., State, or local laws;

f. Failure to report for work or abandonment of livestock without justified cause;

g. Leaving work without employer's permission;

h. Possession of firearms or other weapons without prior employer authorization; or

i. Drinking alcoholic beverages on the job or other substance abuse.

Employer will apply the above standards on a nondiscriminatory basis as required by law.

No U.S. worker applying for this position will be rejected or any Livestock Worker terminated from employment for other than a lawful, job-related reason. The employer will prepare recruitment reports including any rejections of U.S. applicants for this position in accordance with the regulations, and notify the U.S. Department of Labor (and DHS regarding H-2A workers) of any voluntary abandonment of employment or termination of any Livestock Worker per the regulations.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

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

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

H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily.

l. Job Offer Information 12

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

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

The duties described herein (and/or related duties) constitute the winter production of range livestock and/or are closely and directly related to herding and/or the production of range livestock.

In addition to the above primary tasks, the worker may be required to perform the following duties, as needed: help with later stages of breaking/training horses, help with the maintenance of native forage meadows and repair fences. Such activities will remain agricultural in nature and will be occasional or sporadic.

Must be willing to work in remote areas, under extreme and unexpected cold climatic conditions common in SW Wyoming.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Wages and Deductions

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

If the prevailing wage (monthly) increases or decreases during the contract period, the employer will pay any higher or lower rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register.

Workers will be paid twice-monthly by check. However, the employer will make the following deductions: employer will comply with any applicable Federal, State, and local laws regarding deductions for taxes and FICA; the employer can withhold federal income tax only if both the H-2A agricultural worker and the employer agree to the withholding; loans and advances to worker (if any); worker's long-distance telephone charges (if any); costs of personal items such as coats, clothing, boots, gloves (the employer provides gloves 3 times a year but any gloves needed by the employee will be provided at employee cost), etc.; and the reasonable repair or replacement cost (other than normal wear and tear) of housing/furnishings, and employer-provided sleeping bag, tools, and equipment due to worker's willful or negligent damage (including loss); any upgrading of cell phones will be at employee cost including chargers that are lost or damaged and any other cell phone attachments. Employer will provide to workers all food that will be furnished from employer's own supply.

A bonus based on length of service to the employer (i.e., number of years or seasons employed by the employer may be the basis of a bonus) may apply based on a non-discriminatory manner at the discretion of the employer.

Employees will be responsible for their compliance with any applicable Federal, State, and local tax laws.

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Loss/damage to Tools and Equipment

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

The employer may charge the worker for reasonable costs related to the worker's refusal or negligent failure to return any property furnished by the employer or due to such worker's willful damage or destruction of such property, including livestock, dogs, and horses. An inventory may be taken by the employer and the worker at the beginning of employment. This inventory will be signed by the employer and the worker to acknowledge the worker's receipt of all the listed tools and equipment. An inventory may be taken again by the employer and the worker at the end of employment. An inventory list will be signed by the employer and the worker to acknowledge the return by the worker of all tools, supplies, and equipment owned by the employer. The replacement or repair cost of any items missing or damaged beyond normal wear and tear will be deducted from the worker's wages. If tools or equipment (including mobile housing units) are lost or damaged during the course of the contract period, the employee is required to notify the employer within 24-hours of such loss and/or damage in order for the employer to arrange for the replacement of the respective item. Employees are also required to notify the employer of any damage to housing facilities within 24 hours of discovery of the damage. This notice requirement is for the benefit and safety of the workers, livestock, and facilities.

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

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

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

Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. The Policy is effective beginning 08/29/2022 and expires 08/29/2023 and is timely renewed annually

p. Job Offer Information 16

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation

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

The employer will provide bus or air transportation back to the place of recruitment at no cost to the worker. If the employer advances the cost of inbound transportation and subsistence to H-2A workers, the employer will also advance the cost of inbound transportation and subsistence to U.S. workers who come to work for the employer from outside a reasonable commute distance. The Employer will advance and/or reimburse U.S. workers for outbound transportation and subsistence to the place from which the worker came to work for the employer.

The use of Employer-provided transportation is voluntary, and workers may choose to use their own transportation for inbound and outbound travel and may be reimbursed at the most economical rate unless the employer previously paid the bus company for an employee's travel expense.

The subsistence rate during inbound and outbound transportation is $14.00 per day without receipts and $59.00 with receipts.

Employees permit the employer and/or employer's agents to access electronically issued
Arrival/Departure Records (Form I-94) issued by the Customs and Border Protection

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 - Hours of Work per Day

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

Employees will be on call up to 24 hours a day, 7 days a week and employees will spend the majority (meaning more than 50 percent) of the workdays during the contract period in the production of livestock on the range. This means that the worker must be at the job site up to 24 hours a day, 7 days a week, including Sundays and Holidays. The estimated amount of time the worker will perform job duties is approximately 8-9 hours per day. However, the actual number of hours worked each day may be less or more per day depending on the conditions of the livestock, weather, range land, etc.

r. Job Offer Information 18

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

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

All tools, supplies, and equipment necessary to perform required tasks needed in the range production of livestock will be supplied by the employer at no cost to the worker. This is a non-exhaustive list, including but not limited to: horses, motorcycles, trucks, trailers, tractors, rakes, rollers, mowers, canes, crooks, crops, picks, axes, hatchets, wires, pliers, wire cutters, hammer, screwdrivers, staples, posts, and pipes, prods, gloves, binoculars, ropes, lariats, horses, horse shoes, horse shoe nails, rasps, hoof picks, nails, chainsaws, nippers, waders, gloves, saddles, saddle blankets, and bridles; wheel and pivot, salt, mineral and supplemental feed, cooking/eating utensils, pots/pans, sleeping bags, toilet paper, shovels, and buckets; overalls, coveralls, rain gear (excluding underwear), sunscreen, medical first aid; dry-cell batteries, two-way radios.

Loss/damage to Tools, Equipment, Supplies and Housing Including Furnishings:

The employer may charge the worker for reasonable costs related to the worker's refusal or negligent failure to return any property furnished by the employer or due to such worker's willful damage or destruction of such property, including livestock, dogs, and horses. An inventory may be taken by the employer and the worker at the beginning of employment. This inventory will be signed by the employer and the worker to acknowledge the worker's receipt of all the listed tools and equipment. An inventory may be taken again by the employer and the worker at the end of employment. An inventory list will be signed by the employer and the worker to acknowledge the return by the worker of all tools, supplies, and equipment owned by the employer. The replacement or repair cost of any items missing or damaged beyond normal wear and tear will be deducted from the worker's wages. If tools or equipment (including mobile housing units) are lost or damaged during the course of the contract period, the employee is required to notify the employer within 24-hours of such loss and/or damage in order for the employer to arrange for the replacement of the respective item. Employees are also required to notify the employer of any damage to housing facilities within 24 hours of discovery of the damage. This notice requirement is for the benefit and safety of the workers, livestock, and facilities.

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 - COVID-19 Precautions

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

To the extent consistent: All federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.

Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity.

There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.

t. Job Offer Information 20

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

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

Each housing unit for the workers has free and convenient cooking and kitchen facilities to enable the workers to prepare their own meals. Employer will provide all food to workers from employer's own supply at no cost to workers. Workers will prepare their own meals. Further, the Employer will provide potable water (at least 4.5 gallons per day) per worker for drinking and cooking, a method for testing potable water, and additional water for bathing and laundry (where needed) as required under the U.S. Department of Labor's November 16, 2015, Final Rule regarding the Herding or Production of Livestock on the Range.