*OMB Approval: 1205-0466*
*Expiration Date:* 11/30/2025

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

## A. Job Offer Information

1. Job Title * Farm/Irrigation/Livestock Worker

| 2. Workers Needed * | a. Total | b. H-2A Workers | Period of Intended Employment | |
|---|---|---|---|---|
| | 1 | 1 | 3. First Date * 5/1/2023 | 4. Last Date * 10/30/2023 |

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 *(an entry is required for each box below)* *

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 48 | **a. Total Hours** | 8 | c. Monday | 8 | e. Wednesday | 8 | g. Friday |
| 0 | b. Sunday | 8 | d. Tuesday | 8 | f. Thursday | 8 | h. Saturday |

7. Hourly Work Schedule *
a. 7 : 00 ☑ AM ☐ PM
b. 10 : 00 ☐ 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 / Estimated Hourly Rate / Special Pay Information § |
|---|---|---|---|
| $ 15 . 68 | ☑ HOUR ☐ MONTH | $ 00 . 00 | None |

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☐ Yes ☑ N/A

10. Frequency of Pay: * ☐ Weekly ☐ Biweekly ☑ 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-300-23061-818008 Case Status: Full Certification Determination Date: 03/30/2023 Validity Period: _____ to _____

## B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *
☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ Other degree (JD, MD, etc.)

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

3. Training: number of months required. * 0

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

☑ a. Certification/license requirements
☐ b. Driver requirements
☐ c. Criminal background check
☐ d. Drug screen
☑ e. Lifting requirement 100 lbs.
☑ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. 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. Place of Employment Address/Location *
40010 US Highway 2 West

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Chinook | Montana | 59523 | Blaine |

6. Additional Place of Employment Information. *(If no additional information, enter "**NONE**" below)* *

Fields/Worksites are located within a 65-mile radius of the place of employment listed in Section C. Item 1.

Delivery/storage sites are located within a 50-mile radius of the place of employment noted in Section C. Item 1 and are located in Blain and Phillips Counties.

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 ☐ N/A

## D. Housing Information

1. Housing Address/Location *
40010 US Highway 2

| 2. City * | 3. State * | 4. Postal Code * | 5. County * |
|---|---|---|---|
| Chinook | Montana | 59523 | Blaine |

6. Type of Housing *(check only one)* *
☑ Employer-provided (including mobile or range) ☐ Rental or public

7. Total Units * 1

8. Total Occupancy * 4

9. Identify the entity that determined the housing met all applicable standards: *
☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

Workers will be responsible for maintaining housing in a neat and clean manner. In case of emergency, workers occupying this housing can be contacted by calling the number listed in Section II, Item 12 of the Form ETA-790. Housing will be provided to workers only.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ N/A

## E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per 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.)*

Employer will furnish free and convenient cooking and kitchen facilities including utensils, stoves, refrigeration, and dishwashing accommodations to H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence within the same day. All cooking and kitchen facilities will be maintained in working order and are sufficient for workers to provide and prepare three meals a day.
The employer will provide free transportation to stores at least every two weeks to allow workers to shop for groceries and other necessary items.
In the event the housing indicated in this clearance order becomes unavailable and the employer secures alternate housing which does not contain free and convenient kitchen facilities (in accordance with 20 CFR § 655.122(d)(6)), the employer will provide each worker with three meals per day and charge for such meals at the rate indicated below in Section E Item 2.

| | | | |
|---|---|---|---|
| 2. The employer: * | ☐ **WILL NOT** charge workers for meals. | | |
| | ☑ **WILL** charge each worker for meals at | $ 15 . 46 | per day, if meals are provided. |

## F. Transportation and Daily Subsistence

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

When required the employer will provide workers daily transportation to the places(s) of employment at no cost to workers from employer-provided housing and, if applicable, centralized pick-up points to the places of employment at the beginning of each workday and back at the end of each workday.

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.)*

At the time of filing, the modes of inbound and outbound transportation are not known, as the workers are permitted to select the means of transportation and will be reimbursed/paid no less than the most economical and reasonable common carrier transportation charges for the distances involved for inbound travel and outbound travel (when required).

| | | | |
|---|---|---|---|
| 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 | $ 15 . 46 | 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.)*

Only those applicants who are eligible for employment in the United States; who meet all the special requirements for employment; who are able, willing, and qualified to perform the work; and who will be available at the time and place needed, should apply.
To apply, applicants must provide their full name and complete contact information as well as the name and contact information of at least one reference who has firsthand knowledge and can verify the workers experience and performance to the employer listed in this clearance order via the contact information in Section G below. The employer will be available between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday (employers local time zone).
Following the verification of prior work experience and satisfactory performance, all qualified applicants will receive a phone call and/or written notification containing the date and time to call the employer regarding the job opportunity. The employer will accept collect telephone calls at the appointed time and will be able to converse in English only. Bilingual services for applicants may be obtained from local offices of the State Workforce Agency. Form I-9 will be completed no later than the first date of employment. Documentation of identity and employment authorization (original documents only) as required for Form I-9 under the Immigration Reform and Control Act must be presented to the employer for examination within three business days of the employees first date of employment.

| 2. Telephone Number to Apply * | 3. Extension § | 4. Email Address to Apply * |
|---|---|---|
| N/A | N/A | ratytrucking@hotmail.com |

5. Website Address (URL) to Apply *
https://montanaworks.gov/

## 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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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 places of employment for which the employer is requesting temporary agricultural 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 or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

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), .210(d), or .302(c).

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). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

   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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be 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 place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). 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), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

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

    A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

    If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first 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/or 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 § |
|---|---|---|
| Raty | Tyrel | B. |
| 4. Title * | | |
| Owner | | |

| 5. Signature (or digital signature) * | 6. Date signed * |
|---|---|
| Digital Signature Verified and Retained By Certifying Officer | 3/7/2023 |

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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

## C. Additional Place of Employment Information

| 1. Name of Agricultural Business § | 2. Place of Employment * | 3. Additional Place of Employment Information § | 4. Begin Date § | 5. End Date § | 6. Total Workers § |
|---|---|---|---|---|---|
| Tyrel B. Raty | 842 Holzhey Lane<br>Malta, Montana 59538<br>PHILLIPS | | 5/1/2023 | 10/30/2023 | 1 |
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## D. Additional Housing Information



H-2A Case Number: H-300-23061-818008 Case Status: Full Certification Determination Date: 03/30/2023 Validity Period: _____ to _____

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

*a. Job Offer Information 1*

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

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

Worker will be required to perform a variety of duties related to the production of hay, grain, cattle, and sheep. The majority of the work activities during the overall contract period, however, will be related to irrigation.

General Farm Work will include the following responsibilities: maintain, drive, attach, and operate farm implements/tractors/equipment to till soil, plant, cultivate, fertilize, and harvest crops; make minor mechanical adjustments and repairs on farm machinery; may mix and/or spray chemicals (according to appropriate restrictive use laws, when/if applicable); remove undesirable and excess growth from crops or farm grounds; remove rocks from field; paint/repair/maintain farm structures; replace/repair fencing; perform general cleanup of farm areas; operate vehicle, motor bike, or all-terrain vehicle in the course of performing duties.

Irrigation duties will include the following:

Hand lines: connect pipes; check alignment of pipe and adjust for proper water distribution; attach lines to water supply; turn on pump; turn valves to start flow of water; disassemble lines and carry pipes across fields at specified intervals; move pipes through freshly irrigated crops and/or plowed fields where mud may be deep at times; lift and carry pipe sections weighing approximately 40 pounds on a sustained basis.

Wheel lines: start gasoline engines and operate controls to move lines across fields at specified intervals.

Pivots: operate, maintain, and repair system.

Flood Irrigation: lift gate in side of flooded irrigation ditch/pipe permitting water to flow into bordered section of field; shovel and pack dirt in low spots of embankment or cut trenches in high areas to direct water flow; close gate in ditch/pipe when bordered section is flooded; open gate or connect pipe to underground pipe system that releases water flow into reservoir or ditch; siphon water from flooded reservoir or ditch to channel water into designated areas; shovel or hoe soil to clear ditches/furrows and build embankments to appropriately channel water; mix and apply proper solutions to fill holes/cracks in pipes, ditches, and spillways, and make minor repairs to metal, concrete, and wooden frameworks in pipe and ditch valves and gates.

*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*) *

Employer will make any required deductions as discussed in Section I / Items 3 & 15, as well as deductions for loans (if any); long distance telephone charges (if any); reimbursement for damage caused to the 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 (if any); charges for reasonable costs related to the worker's refusal or negligent failure to return all items furnished by the employer or due to the worker's willful damage or destruction of such property; deductions directed by the worker by a voluntary assignment solely for the benefit of the worker to a creditor, donee, or other 3rd party (e.g. worker's store/vendor accounts with merchants, personal cell phone usage or data overages) wholly independent of the employer and from which neither the employer nor any person acting on his behalf or interest, directly or indirectly, derives any profit or benefit.

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

**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*) *

Applicants must have 20 days experience with farm/irrigation work and livestock care and provide the contact information of at least one reference who can verify experience and performance. Applicants hired must be able to obtain a valid drivers license as driving on public roads may be required. To meet minimum acceptable performance standards when irrigating, the worker must, after a 10 day conditioning period, move an average of at least 48 40-foot sections of 3-inch pipe or 44 40-foot sections of 4-inch pipe per hour under normal working conditions.

*d. Job Offer Information 4*

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

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

Other Irrigation Duties: remove pipes/wheel lines from storage and lay out/place in predetermined patterns in fields; lubricate, adjust, repair, and replace parts such as sprinkler heads and drive chains using hand tools; observe revolving sprinklers and adjust to ensure proper operation and uniform distribution of water; disassemble, service, and store pipes/mainlines/wheel lines after irrigation season; clean and mow ditches; remove limbs/trees from ditches.

To meet minimum acceptable performance standards when irrigating, the worker must, after a 10-day conditioning period, move an average of at least 48 40-foot sections of 3-inch pipe or 44 40-foot sections of 4-inch pipe per hour under normal working conditions.

Duties related to the production of livestock will include the following: check physical characteristics, observe general condition of livestock and apply the appropriate care; examine animals to detect illness/injury/disease, rate of weight gain or to determine offspring delivery time; assist in delivery; apply or administer medications, vaccines and/or insecticides; place mineral blocks; drive equipment to haul/distribute feed/water; herd/sort/trail livestock; work livestock on horseback, foot, motorcycle, or ATV; confine livestock in stalls; dock, castrate, brand, clip/tag and clamp livestock; clean/disinfect livestock stalls/corrals/sheds; hoist/stack bales of hay onto wagon/truck.

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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

*e. Job Offer Information 5*

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - B.6: Additional Job Qualifications/Requirements |
|---|---|---|---|

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

Instruction, training, and general supervision will be provided by the farm operator or a designated employee. However, the worker must perform required duties without close supervision and listen to, understand, and follow simple instructions of the employer or supervisor.
The worker will be required to return worn out tools, supplies, and equipment before new ones will be provided.
Most duties are performed out of doors and entail exposure to heat, cold, dust, rain, and other environmental conditions common in fields, including mosquitoes during certain seasons.
The worker must crouch, bend, and lift and carry items weighing up to the number of pounds indicated in Section B/Item 4.e. in the course of performing required activities.

*f. Job Offer Information 6*

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - A.6: Anticipated Days/Hours per Week Continued |
|---|---|---|---|

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

The worker may be offered work seven days a week, as farm work must be performed seven days a week. The worker will be required, however, to work the minimum number of hours indicated in Section A / Item 6. The worker may be offered more than the specified hours per day, but is only required to work the hours specified. The worker may be requested, but will not be required, to work on his/her Sabbath and/or on Federal holidays.

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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

*g. Job Offer Information 7*

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

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

No deductions except those required by law will be made which bring the worker's earnings below the Federal Minimum Wage.

*h. Job Offer Information 8*

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - I.4: Workers Compensation Assurance |
|---|---|---|---|

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

Due to the need to renew Worker’s Compensation insurance each and every year, the policy may expire within the contract period requested. If the employer’s Worker’s Compensation policy should expire during the certified contract period, the employer agrees to renew the policy on or before the expiration date and maintain Worker’s Compensation coverage for H-2A employees, and employees in corresponding employment, throughout the certified contract period.

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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

*i. Job Offer Information 9*

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - H.1: Termination/No Drug Testing |
|---|---|---|---|

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

TERMINATION: The employer may terminate the worker's employment if the worker:
1) fails to complete or refuses to carry out work as assigned (including unexcused absences from work);
2) fails to work in accordance with the terms of this clearance order;
3) commits an act of misconduct;
4) commits a violation of the laws of the United States, the State, or the local jurisdiction.

*j. Job Offer Information 10*

| 1. Section/Item Number * | B.6 | 2. Name of Section or Category of Material Term or Condition * | Job Requirements - H.1: Language of the Regulation Controls |
|---|---|---|---|

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

To the extent that the Form ETA 790-A deviates from the H-2A regulations and/or any other published and relevant regulation, the language of the regulation controls

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

## 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 - F.2: Inbound/Outbound Transportation Continued |
|---|---|---|---|

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

Inbound transportation and subsistence fees will be reimbursed to the worker during the first week of employment. Such payment/reimbursement will be offered in a non-discriminatory manner to all H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence within the same day. Receipts showing transportation charges will be required. Travel and subsistence costs will cover those incurred by the worker while in travel from/to the place from which the worker came to work for the employer, disregarding intervening employment. Subsistence costs will be paid at the daily rate noted in Section F, Item 3.a. of the Form ETA-790A per each 24-hour period of time the worker is in travel status. A worker's entitlement to reimbursement for reasonable subsistence costs in excess of the daily rate shall be limited to actual expenses not exceeding the maximum rate noted in Section F, Item 3.b. of the Form ETA-790A. The worker must produce receipts from commercial food establishments showing the amount spent for any food and non-alcoholic beverages, including tax.
Visa fees, border crossing fees, and other government mandated fees related to employment will be reimbursed to the worker during the first week of employment based on receipts.
When required, employer will pay the workers for outbound travel prior to their departure from the place of employment.

*l. Job Offer Information 12*

| 1. Section/Item Number * | A.8a | 2. Name of Section or Category of Material Term or Condition * | Job Duties - A.7: Hourly Schedule Continued |
|---|---|---|---|

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

Job duties may require a split shift, such as 7:00 to 11:00 AM and 6:00 to 10:00 PM, as well as straight and/or night shifts spanning two calendar days due to crop and/or livestock demands. Work hours may vary and there may be periods when little or no work will be available due to weather, time of year, and the requirements of the cropping program.

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**

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

*m. Job Offer Information 13*

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

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

Daily transportation to and from employer-provided or secured housing and job site(s) will only be provided to workers who actually live in the housing. At the time of filing the employer intends to comply with the provisions of Section 655.122(h)(4) by providing daily transportation, and any other transportation, via vehicles as defined in 29 CFR 500.103 to 500.105 and in accordance with the safety standards therein (e.g., vehicles seating no more than 9 passengers such as cars, pickups, station wagons, agricultural machinery/equipment, and vans or buses seating 10 or more passengers). The type of vehicle used may be subject to change due to operational necessities (e.g., mechanical failure requiring vehicle replacement).

*n. Job Offer Information 14*

| 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*) *

**For Public Burden Statement, see the Instructions for Form ETA-790/790A.**