Job Summary

Order Number:
NY1160023
Date Job Order Received:
02/10/2016
Number of Openings:
2
Company Name:
Last Hope Lagoon
Job Title:
Dining Room Attendant
Minimum Experience Required:
1 month
Job Description:
Dining Room Attendant - 2 fulltime, temporary, seasonal (H-2B) jobs available 4/22/16-11/15/16. Employer: Atlontikos LTD dba Last Hope Lagoon, 6 Hollyoak Ave., East Hampton, NY 11937. Duties: Clean off and set tables, bring food out to bar and tables. Serve coffee/water. No education required, 1 month of experience required. Work Hours: Work days vary (Mon-Sun), split shift 12pm-3pm and 5pm-10pm, 40 hours/week at $10/hour. Possible OT at $15/hour. A single workweek will be used to compute wages due. Workers will be paid weekly on Friday. All deductions from the worker's paycheck required by law will be made. Employer will provide workers at no charge all tools, supplies, and equipment required to perform the job. The employer guarantees to offer work for hours equal to at least three-fourths of the workdays in each 12-week period of the total employment period. H-2B workers will be reimbursed in the first workweek for all visa, visa processing, border crossing, and other related fees, including those mandated by the government (excluding passport fees). Transportation (including meals and, to the extent necessary, lodging) to the place of employment will be provided, or its cost to workers reimbursed, if the worker completes half the employment period. Return transportation will be provided if the worker completes the employment period or is dismissed early by the employer. Daily subsistence rates are $11.86/day without receipts or up to $46/day with receipts. Interested candidates may contact the Workforce NY Career Center, 160 South Ocean Avenue, Patchogue, NY 11772. Or call 631-687-4800. Reference job order NY1160023. Interested candidates may also mail Last Hope Lagoon, attention Kim Papas (owner), 6 Hollyoak Ave., East Hampton, NY 11937. Reference job order NY1160023.
Job Location:
6 Hollyoak Ave.
East Hampton, New York
Pay:
$10.00 - $15.00 Hourly
Benefits:
No benefits mentioned.
Hours per Week:
40
Duration:
Full Time, Temporary

Work Days:
Work days vary
Shift:
Split
Public Transportation:
Information not provided.
Minimum Education Required:
Less Than High School
Driver Licenses, Including Endorsements:
No Driver License requirements specified.
How to Apply:
To apply, contact the employer by mail:

Papas, Kim
6 Hollyoak Ave.
East Hampton, NY 11937

Wage Rates, Special Pay Information, and Deductions

The offered wage in the job order equals or exceeds the highest of the prevailing wage or Federal minimum wage, State minimum wage, or local minimum wage. The employer must pay at least the offered wage, free and clear, during the entire period of the contract.
*A single workweek will be used to compute wages due.

All deductions from the worker's paycheck required by law will be made. No deductions will be made which reduce a worker's wages below the required rate. In New York State, the only deductions that can be taken from worker pay are:

1. Those required by law, such as Social Security, income tax, and garnishment of wages; and
2. Those that benefit workers and are authorized in writing, such as life insurance, or a savings account.

Any other deductions are illegal.

The employer guarantees to offer the worker employment for a total number of work hours equal to at least ¾ ("three-fourths guarantee") of the workdays in each 12-week period (each 6-week period if the period of employment covered by the job order is less than 120 days) beginning with the first workday after the arrival of the worker at the place of employment or the advertised first date of need, whichever is later, and ending on the expiration date specified in the job order or in its extensions, if any. In the event the worker begins working later than the specified beginning date the guarantee period begins with the first workday after the arrival of the worker at the place of employment, and continues until the last day during which the job order and all extensions thereof are in effect. The 12-week periods (or 6-week periods, as appropriate) to which the guarantee applies are based upon the workweek used by the employer for pay purposes. The first 12-week period (or 6-week period, as appropriate) also includes any partial workweek, if the first workday after the worker's arrival at the place of employment is not the beginning of the employer's workweek, with the guaranteed number of hours increased on a pro rata basis (thus, the first period may include up to 12 weeks and 6 days (or 6 weeks and 6 days, as appropriate)). The final 12-week period (or 6-week period, as appropriate) includes any time remaining after the last full 12-week period (or 6-week period) ends, and thus may be as short as 1 day, with the guaranteed number of hours decreased on a pro rata basis.

If, before the expiration date specified in the job order, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God, or similar unforeseeable man-made catastrophic event (such as an oil spill or controlled flooding) that is wholly outside the employer's control that makes the fulfillment of the job order impossible, the employer may terminate the job order with the approval of the CO. In the event of such termination of a job order, the employer must fulfill a three-fourths guarantee, as described above, for the time that has elapsed from the start date listed in the job order or the first workday after the arrival of the worker at the place of employment, whichever is later, to the time of its termination. The employer must make efforts to transfer the H-2B worker or worker in corresponding employment to other comparable employment acceptable to the worker and consistent with the Immigration and Nationality Act, as applicable. If a transfer is not affected, the employer must 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 the worker's next certified H-2B employer, whichever the worker prefers.

On or before each payday the employer will provide to each worker in one or more written statements the following information: (1) the worker's total earnings for each workweek in the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) for each workweek in the pay period the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee, separate from any hours offered over and above the guarantee); (4) for each workweek in the pay period the hours actually worked by the worker; (5) an itemization of all deductions made from or additions made to the worker's

wages; (6) if piece rates are used, the units produced daily; (7) the beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN.

Transportation, Subsistence, and Fees

Employer agrees to reimburse inbound transportation and subsistence expenses ($11.86 per day minimum, without receipts, to a maximum of $46.00 per day, with receipts) 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 if the worker completes 50 percent of the period of employment covered by the job order (not counting any extensions). The employer may arrange and pay for the transportation and subsistence directly, advance at a minimum the most economical and reasonable common carrier cost of the transportation and subsistence to the worker before the worker's departure, or pay the worker for the reasonable costs incurred by the worker.

If the worker completes the period of employment covered by the job order (not counting any extensions), or if the worker is dismissed from employment for any reason by the employer before the end of the period, and the worker has no immediate subsequent H-2B employment, the employer must provide or pay at the time of departure for the worker's cost of return 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. If the worker has contracted with a subsequent employer that has not agreed in the job order to provide or pay for the worker's transportation from the employer's worksite to such subsequent employer's worksite, the employer must provide or pay for that transportation and subsistence. If the worker has contracted with a subsequent employer that has agreed in the job order to provide or pay for the worker's transportation from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

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.

If applicable, employer will provide transportation, at no cost to the worker, to the actual work site and return at the end of the day.

H-2B workers will be reimbursed in the first workweek for all visa, visa processing, border crossing, and other related fees, including those mandated by the government (excluding passport fees).

Tools and Equipment

The employer will provide workers at no charge all tools, supplies, and equipment required to perform the job.

Employer Signature Kim Paper **Date** 2/6/16

5/2015

US AMERICANS 888 Baldwin Drive, Westbury NY 11590-1463 • Tel: 516-997-1065/9187-fax

US DOL
Chicago NPC
Chicago, IL 60604

Dear Sir/Madam,

We at U.S. Americans Inc will not utilize any agent or recruiter for the recruitment of H-2B workers under this application for Temporary Employment Certification.

Respectfully,
John Cismondi
Director of Operations