

## Job Summary

**Order Number:**

NY1163040

**Date Job Order Received:**

03/11/2016

**Number of Openings:**

7

**Company Name:**

Groundworks Landscaping

**Job Title:**

Landscape Laborer

**Minimum Experience Required:**

No experience requirement provided.

**Job Description:**

Landscape Laborer - 7 fulltime, temporary, seasonal (H-2B) jobs available 4/25/16-11/15/16.  
Employer: Groundworks Landscaping, Inc., 530 Montauk Highway, East Hampton, NY 11937. Job duties: Workers will perform a variety of landscaping duties, including: plant trees, clean up, work, steel edging and grading, and installing mortarless segmental concrete masonry wall units. Must be able to lift 50 pounds. Employer to provide transportation to and from worksites in Suffolk county from designated location: 530 Montauk Highway, East Hampton, NY 11937. No education or experience required. Work Hours: Mon-Fri, 7am-4pm, 40 hours/week at \$14.94/hour. Possible OT at \$22.41/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. Work tools, supplies and equipment will be provided at no cost to worker. 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). If the worker completes 50% of the work contract period, employer will reimburse the worker for initial transportation and subsistence costs from the place of recruitment to the place of work. Upon completion of the work contract or where the worker is dismissed earlier, employer will provide or pay for worker's reasonable costs of return transportation and subsistence back home or to the place the worker originally departed to work, except where the worker will not return due to subsequent employment with another employer or where the employer has appropriately reported a worker's voluntary abandonment of employment. The amount of transportation payment or reimbursement will be equal to the most economical and reasonable common carrier for the distances involved. Daily subsistence will be provided at a rate of \$12.09/day during travel to a maximum of \$51/day with receipts. Interested candidates may contact Workforce NY Career Center, 160 S. Ocean Ave., Patchogue, NY 11772. Or by phone 631-687-4800. Reference job order NY1163040. Or interested candidates may mail Groundworks Landscaping, Inc., attention Kim Hren (Owner), 530 Montauk Highway, East Hampton, NY 11937. or via fax: 631-324-7353. Reference job order NY1163040.

**Job Location:**

530 Montauk Highway  
East Hampton, New York

**Pay:**

\$14.94 - \$22.41 Hourly

**Benefits:**

No benefits mentioned.

**Hours per Week:**

40

**Duration:**

Full Time, Temporary

**Work Days:**

Monday thru Friday

**Shift:**

First (Day)

**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, or by fax:

Hren, Kim  
530 Montauk Highway  
East Hampton, NY 11937  
Fax: Hren, Kim (631) 324-7353

New York State Department of Labor  
Form FL515 Attachment  
Terms and Conditions/Clarifications and Assurances/  
Additional Information for the H-2B Program

**Employer Obligations**

The employer's job order will offer to U.S. workers (this means anyone, including foreign-born residents, residing within the U.S. and/or its' territories) no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2B workers. Job offers may not impose on U.S. workers any restrictions or obligations that will not be imposed on the employer's H-2B workers. This does not relieve the employer from providing to H-2B workers at least the minimum benefits, wages, and working conditions which must be offered to U.S. workers consistent with H-2B regulations.

The employer must provide to an H-2B worker outside of the U.S. no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the job order, in a language understood by the worker, including any subsequent approved modifications.

During the period of employment specified on the *Application for Temporary Employment Certification*, the employer must comply with all applicable Federal, State and local employment-related laws and regulations, including health and safety laws. This includes compliance with 18 U.S.C. 1592(a), with respect to prohibitions against employers, the employer's agents or their attorneys knowingly holding, destroying or confiscating workers' passports, visas, or other immigration documents.

**Recruitment Activities**

Employers must conduct recruitment of U.S. workers to ensure that there are not qualified U.S. workers who will be available for the positions listed in the *Application for Temporary Employment Certification*. U.S. applicants can be rejected **only** for lawful job-related reasons.

Unless otherwise instructed by the Certifying Officer (CO), the employer must conduct the recruitment described in 655.42 through 655.46 within 14 calendar days from the date the Notice of Acceptance is issued. All employer-conducted recruitment must be completed before the employer submits the recruitment report as required in 655.48.

Employers must continue to accept referrals and applications of all U.S. applicants interested in the position until 21 days before the date of need.

Employers that wish to require interviews must conduct those interviews by phone or provide a procedure for the interviews to be conducted in the location where the worker is being recruited so that the worker incurs little or no cost. Employers cannot provide potential H-2B workers with more favorable treatment with respect to the requirement for, and conduct of, interviews.

The employer must consider all U.S. applicants for the job opportunity. The employer must accept and hire any applicants who are qualified and who will be available.

The employer may be instructed by the CO to conduct additional reasonable recruitment. Such recruitment may be required at the discretion of the CO where the CO has determined that there is a likelihood that U.S. workers who are qualified and will be available for the work, including but not limited to where the job opportunity is located in an Area of Substantial Unemployment.

**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.**

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; (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 (\$12.09 per day minimum, without receipts, to a maximum of \$51.00 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.

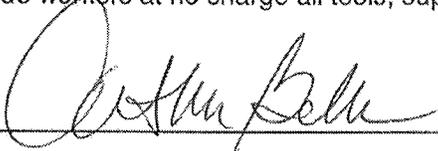
The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

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  Date 3/9/16