Job Summary

Order Number:
NY1166691
Date Job Order Received:
04/14/2016
Number of Openings:
3
Company Name:
East End Equine, LLC
Job Title:
Equine Veterinary Technician
Minimum Experience Required:
1 year
Job Description:
Equine Veterinary Technician - 3 fulltime, temporary, seasonal (H-2B) jobs available 6/29/16-11/5/16. Employer: East End Equine, LLC, 3297 Noyak Road, Suite, 1 Sag Harbor, NY11963. Duties: Perform and assist with digital radiology. Perform and assist with routine equine dentistry, work with e-film, HVMS, and excel spreadsheets. Lead horses so veterinarians may check for soundness. Administer anesthesia under direction of vet, perform laboratory tests on blood, urine, or feces, such as urinalysis or blood counts, to assist in the diagnosis or treatment of animal health problems. Care for and monitor the condition of animals recovering from surgery, prepare and administer medications, vaccines, serums, or treatments, as prescribed. Administer emergency first aid and monitor overall condition of equines. Accompany veterinarian to on-site patient visits. Be accomplished horseperson as working with and handling horses for vets to check for soundness is a requirement. Worksites include veterinary office listed above and Eastern Long Island/Suffolk County. Associates Degree as Veterinary Technician and one year of experience required (12 months). Work Hours: Wed-Sun, 8am-6pm, with one hour lunch, 45 hours/week. 40 hours/week at $19.38. OT for hours over 40 at $29.07/hour. A single workweek will be used to compute wages due. Workers will be paid bi-weekly. 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. 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 $12.09/day without receipts or up to $51/day with receipts. Interested applicants may contact the Workforce NY Career Center, 160 S. Ocean Ave., Patchogue, NY 11772. Or by phone: 631-687-4800. Reference job order: NY1166691. Or interested applicants may contact East End Equine, LLC, attention Bryan Dubynsky, DVM, by mail at 3297 Noyak Rd., Suite 1, Sag Harbor, NY 11963. Or by email at srentas@equineclinic.com. Reference job order: NY1166691.
Job Location:
3297 Noyak Rd.
Suite 1
Sag Harbor, New York

Pay:
$19.38 - $29.07 Hourly
Benefits:
No benefits mentioned.
Hours per Week:
45
Duration:
Full Time, Temporary
Work Days:
Wednesday thru Sunday
Shift:
First (Day)
Public Transportation:
Information not provided.
Minimum Education Required:
Associates Degree
Driver Licenses, Including Endorsements:
No Driver License requirements specified.
How to Apply:
To apply, contact the employer by mail, or by email:

Dubynsky, Bryan
3297 Noyak Rd.
Suite 1
Sag Harbor, NY 11963
Email: srentas@equineclinic.com

NEW YORK STATE OF OPPORTUNITY | Department of Labor

Division of Immigrant Polices and Affairs

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 4/13/16