

# 2015 Employer Job Agreement



This job agreement is confirmation to IENA of employment details between the employer and the participant named below. All fields must be completed by the employer. **Incomplete documents will not be accepted.**

The following documents **MUST** be attached to this form:

1. Copy of the business registration showing that the company is authorized to do business in state(s) where participant(s) will work and/or provide a link to a web site (e.g. Secretary of State) of such documentation;
2. Certificate of liability insurance showing current Workers' Compensation insurance coverage; and
3. Copy of rental agreement if accommodations are arranged by employer.

Participant Name \_\_\_\_\_

## Employer Information

Company Name \_\_\_\_\_ EIN \_\_\_\_\_

DBA i(if different from above) \_\_\_\_\_ URL \_\_\_\_\_

Address (not a PO Box) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Owner/Manager \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Supervisor \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

## Job Site (if different from above)

Address (not a PO Box) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

## Job Information

Title \_\_\_\_\_ Employment Dates (maximum 4 months) from \_\_\_\_\_ to \_\_\_\_\_

Job Description \_\_\_\_\_

Required Skills \_\_\_\_\_

Wage per Hour \$ \_\_\_\_\_ Minimum Hours per Week \_\_\_\_\_ Maximum Hours per Week \_\_\_\_\_ Overtime Wage per Hour \_\_\_\_\_

Is there an end of season bonus? \_\_\_\_\_ If yes, list conditions \_\_\_\_\_

## Accommodations Information

Are accommodations provided? \_\_\_\_\_ Cost \$ \_\_\_\_\_ per \_\_\_\_\_ Deposit \_\_\_\_\_ Accommodations Type \_\_\_\_\_

Complete Address \_\_\_\_\_ Distance to Work \_\_\_\_\_

Accommodations Owner \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Included \_\_\_\_\_

Not Included \_\_\_\_\_

Process for Returning Deposit \_\_\_\_\_

## Transportation Information

Is transportation provided? \_\_\_\_\_ Cost \$ \_\_\_\_\_ per \_\_\_\_\_ Is public transportation available? \_\_\_\_\_ Cost \$ \_\_\_\_\_ per \_\_\_\_\_

Other transportation options \_\_\_\_\_

## Deductions

Is the cost of accommodations deducted from wages? \_\_\_\_\_ Is the cost of transportation deducted from wages? \_\_\_\_\_

Other Deductions \_\_\_\_\_

In accordance with the Fair Labor Standards Act, what is the value of total deductions? \_\_\_\_\_

## Social Security

Will you hire and pay wages before a Social Security number/card is issued? \_\_\_\_\_

Important Note: It is legal to hire and pay workers who do not have a Social Security Number but have proof they have applied for the card. See 26CFR3.6011(b)-2 of the Internal Revenue code. The passport, DS-2019 and I-94 prove work authorization.

## Cultural Activities

List cultural activities provided/arranged for participants \_\_\_\_\_

List other cultural activities available \_\_\_\_\_

Important Note: Participating in cultural activities during the program is a required integral component of the Summer Work Travel Program.

## Employer Agreement

1. I understand that the purpose of the Summer Work Travel Exchange Visitor Program is to provide foreign college and university students with opportunities to interact with U.S. citizens, experience U.S. culture, share their own culture, and work in seasonal jobs to help defray a portion of their expenses. Our company will provide advice on local cultural opportunities and/or directly provide such opportunities to participants.
2. I understand that the participant must have contact with American customers and/or employees on the job.
3. I certify that the participant named above has been offered a temporary position with our company, will be paid by our company, and will be directly supervised only by an employee or employees of our company.
4. I understand that participants may not work: in positions that bring notoriety to the Summer Work Travel Exchange Visitor Program; in positions that require pre-purchasing inventory; as domestic help; as pedicab or rolling chair operators; in positions that require a license, including a drivers license; in positions that require driving; in positions that require direct physical contact with medical patients; in the adult entertainment industry; in hazardous jobs; in positions that provide direct physical contact services such as tattoos, pedicures, and massage; in the gaming or gambling industry; in the chemical pest control industry; in warehouse or distribution centers; with traveling or itinerant concessionaries; or NAICS goods-producing industries sectors 11, 21, 23, and 31-33 (see <http://www.census.gov/eos/www/naics/>).
5. I understand that IENA will contact me to verify information in this Agreement and confirm that the job complies with U.S. Department of State regulations governing the J-1 Summer Work/Travel Program.
6. I certify that compensation meets all Federal, State, and Local Minimum Wage requirements including overtime and that pay and benefits are commensurate with those offered to participant's similarly situated U.S. counterparts.
7. I certify that the work hours will not fall predominantly between 10:00 pm and 6:00 am and will not work more than 4 hours between 10:00 pm and 6:00 am in any given shift.
8. I certify that the position offered is temporary and/or seasonal in nature and will not displace U.S. workers.
9. I certify that there have been no layoffs at our company in the last 120 days and that there are no workers on lockout or on strike. I agree to make a good faith effort to provide the number of hours of paid employment as written in this agreement.
10. I agree to immediately notify IENA if there is any change of position location, requirements, or description. I agree to immediately notify IENA of any problems during the program or in the event of an emergency.
11. I agree to immediately notify IENA if the participant is fired or voluntarily leaves the company before the employment end date.

Print name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

To confirm information in this job agreement, IENA should contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## Participant Agreement and Job Information

This job was arranged by (check one):

Myself (I found this job on my own without the help of my agent or any other agency.)

My agent (My agent that is assisting me with my IENA application found this job for me.)

An agency (I found this job with the help of an agency or another person.) If this option is checked, please complete information below.

Agency Name \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Fee Paid \$ \_\_\_\_\_ Refund policy \_\_\_\_\_

### PLEASE READ CAREFULLY!

I agree to work the dates in this agreement and to fulfill my obligations to the employer to the best of my ability. ***I understand that I may not change employers or take a second job without prior written permission of IENA and the above employer.*** I understand that my job is considered at will and that my hours of work, duties, and responsibilities may change at the sole discretion of my employer. I understand that my job is at will and my employer may end my job for any reason and without warning. I understand that IENA is required to terminate my program if I work in a job without IENA's approval.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_