

2016 Job Agreement



This job agreement is confirmation to IENA of employment details between the employer and the participant named below. All fields in pages 1 and 2 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) confirming 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.

Employer Information Participant Name _____

Company Name _____ EIN _____
DBA (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 \$ _____ Average Minimum Hours per Week _____ Maximum Hours per Week _____
Is overtime available? _____ If yes, what is the likely number of overtime hours? _____ Overtime Wage per Hour _____
(Important Note to Participant: Average minimum means that some weeks you may work less than the minimum, especially early or late in the program, or more than the minimum when needed. At the end of the program you should average the minimum hours per week printed above.)

Number of days off in a typical week _____
Is there an end of season bonus? _____ If yes, list conditions _____
Is a drug test required for employment? _____ If yes, does employer pay for the test? _____
Is a background check required for employment? _____ If yes, does the employer pay for the background check? _____
Uniform required _____ Cost of uniform _____

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 is issued? _____

(Important Note to Employer: 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.)

Does your company use a payroll service to issue pay checks? _____

If your company uses a payroll service to issue pay checks, does it issue checks before a Social Security Number is issued? _____

If your payroll service requires a Social Security Number, will your company advance cash payment for all hours worked? _____

Cultural Activities

List cultural activities provided/arranged for participants _____

List other cultural activities available in the area _____

(Important Note to Employer: Participating in cultural activities during the program is a required integral component of the Summer Work Travel Program. It is expected that employers organize cultural activities and/or suggest activities to participants as well as schedule time off for participants to take advantage of activities.)

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 participants will not work more than 4 hours between 10:00 pm and 6:00 am in any given shift.
8. I certify that I will make every effort to guarantee the average number of hours per week. If I cannot, I understand that the participant may leave the company.
9. I certify that the position offered is temporary and/or seasonal in nature and will not displace U.S. workers.
10. 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.
11. 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.
12. 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

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 _____

Job Agreement

Please read carefully and initial each item.

1. I have read and understand all information provided by the employer in pages 1 and 2 of this agreement.
2. I understand that my J-1 visa sponsorship is based upon this job agreement and I am expected to report and begin my program as scheduled. Either (a) not reporting to my employer or (b) leaving my prearranged job within 2 weeks of starting work may be construed as visa fraud.
3. I agree to work the dates in this agreement and to fulfill my obligations to the employer to the best of my ability.
4. I understand that my job is at will and that my employer may end my job for any reason and without warning.
5. I understand that my job is at will and that my hours of work, duties, and responsibilities may change at the sole discretion of my employer.
6. I understand that my employer will make every effort to guarantee the average number of hours per week, however, there may be fewer hours early in the program and late in the program.
7. If my program is during the American summer months, I understand that business in the United States slows after Labor Day (the first Monday in September) and my employer may give me fewer hours and, possibly, no hours at all.
8. I understand that IENA is required to terminate my program if I work in a job without IENA's approval.
9. **I understand that I may not change employers or take a second job without prior written permission of IENA. Failure to obtain prior written permission will result in IENA terminating my program and I must immediately return to my home country.**

Process for Approving a Second Job

I understand that I may take a second job after I have worked in my first job for at least two weeks and followed the steps below:

1. I confirm with my current employer that the schedule of my second job will not interfere with my first job (IENA will check!);
2. I submit a completed job agreement, written permission (see item 1 above), new employer's business license, and new employers proof of workers compensation insurance; and
3. I receive written permission from IENA that I may start working in a second job.

IMPORTANT NOTE: Second jobs must not interfere with the work schedule of my primary employer. The combined total hours that I work for both employers may not exceed 60 hours per week. There must be at least one day per week when I am not scheduled to work with either employer.

Process for Changing Jobs

I understand that IENA approves job changes only after I have been in the US for at least 2 weeks and I follow these instructions:

1. I communicate with my employer and try to work out any problems that I may have. If necessary, IENA can arrange to talk with me and the employer together;
2. If I ultimately choose to change jobs, I must give my employer proper notice of my last day of work. I understand that it is customary to give notice of 2 weeks;
3. If I change jobs and am living in housing arranged by my employer, I may be required to leave the housing. In this case, I agree to pay all rent due according to my lease agreement with the landlord or employer;
4. I will update my US address at www.iena.org as required;
5. I submit a completed job agreement for the new employer, written statement from my current employer that I have complete items 1 and 2 above, new employer's business license, and new employers proof of workers compensation insurance; and
6. I will keep in contact with IENA.

Print Name _____ Signature _____ Date _____