

# H-2B Related Job Order Form

## DCS USE ONLY

Job Order Filing Date: <b>1/3/2018</b>	CNPC Case #: <b>H-400-17353-872381</b>	Job Order #: <b>10091509</b>	Close Date: <b>3/11/2018</b>
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I. Employer Information	II. Job Contractor (Joint Employer) Information
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1. Business Name: <b>WELLFLEET HARBOR SEAFOOD COMPANY INC</b>		1. Joint Employer Business Name:	
2. Contact/Employer Name: <b>Sam Bradford</b>		2. Contact/Joint Employer Name:	
3. Business Address (Street, City, Zip Code, and Country): <b>Commercial Street 95, Wellfleet, MA 02667</b>		3. Joint Employer Address (Street, City, Zip Code, and Country):	
4. FEIN#: <b>043494456</b>		4. FEIN#:	5. Contractor ID#:
5. Phone #: <b>(508)-214-3290</b>	6. Fax #: <b>5082143292</b>	6. Phone #:	7. Fax #:
7. Email: <b>sam@macsseafood.com</b>		8. Email:	

### III. Job Opportunity Information

1. Anticipated Start Date: <b>04/01/2018</b>	2. Anticipated End Date: <b>11/15/2018</b>
3. Job location(s) if multiple or different from business address above (i.e. city, state): <b>265 Commercial St Wellfleet, MA 02667 91 Commercial St Wellfleet, MA 02667 85 Shank Painter Rd Provincetown, MA 02657 4680 State Highway EASTHAM, MA 02642 137 HOLMES RD EASTHAM, MA 02642</b>	3a. Job Referral contact information (if different from above) Contact Name: <b>Sam Bradford</b> Address: <b>95 Commercial Street</b> City: <b>Wellfleet</b> State: <b>MA</b> Zip Code: <b>02667</b> Phone #: <b>5082143290</b> E-mail: <b>sam@macsseafood.com</b>
4. Geographic area of employment: <b>Outer Cape</b>	
5. How much travel will be required if any, please specify: <b>Periodic travel between work sites in area of intended employment.</b>	

6. Occupational/Job Title(s): **Dining Room Attendant/Counter Attendant**

7. Work Days:  Sunday  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  
**Job opportunity is Temporary and Full Time**

8. Wage Rate: **\$11.48**/Hr. **A single workweek will be used to compute wages due**

9. If multiple wages based on duties/location, include wage range per hour:  
 From: **\$11.48** To: **\$15.49** Location: **all**  
 From: \$ To: \$ Location:

10. Frequency of Pay:  Weekly  Bi-Weekly  Monthly  Other:

11. Employer agrees that all deductions from the worker's paycheck required by law will be made:  Yes  No

12. Number of openings: <b>40</b>	13. Work Hours From: <b>10:00 AM</b> To: <b>10:00 PM</b>	14. Hours per Week: <b>35.00</b>
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15. Availability of overtime:  Yes  No

16. Overtime Rate (if applicable):

17. On-the-job training available:  Yes  No

**\$17.22** 

18. Provision of board, lodging, or other facilities?

 Yes  No

19. Daily transportation provided to work site?

 Yes  No

Rev.: 11/17/2015

20. Any elective deductions available? (Savings, health insurance, etc.)

**Shared group housing may be available at \$125 to \$250/week with payroll deduction.**

21. Any other deductions not required by law that will be taken?

**Shared group housing may be available at \$125 to \$250/week with payroll deduction.**

**IV. Job Description**

Please include a description of the job duties and qualifications. List minimum education, experience, and specific requirements for the job (the employer will provide workers at no charge all tools, supplies, and equipment required to perform the job):

**CLEAN AND SET TABLES. CARRY, SCRAPE AND STACK DIRTY DISHES. RESTOCK CLEAN DISHES, SILVERWARE AND LINENS. SERVE FOOD AND DRINK TO CUSTOMERS. MAINTAIN AND CLEAN KITCHEN AREA, FRONT COUNTER, EQUIPMENT AND UTENSILS. PREPARE SANDWICHES, SALADS AND DESERT ITEMS. TAKE ORDERS AND ACCEPT PAYMENT FROM CUSTOMERS AT COUNTER. 3 MONTHS EXPERIENCE AS DINING ROOM ATTENDANT. WILL TRAIN. 10:00AM TO 4:00PM AND/OR 4:00PM TO 10:00PM. INCLUDES WEEKENDS, DAYS, EVENINGS, HOLIDAYS. DAYS OFF VARY BY WEEK. ROTATING SHIFTS. 35 hrs/wk. Possible OVERTIME and Merit Increase. Tipped position with guaranteed wage of \$11.48-\$15.49 per hour (possible overtime at \$17.22-\$23.24 per hour) based on merit and past employment history with us. Employer will guarantee wage in any given workweek when tip compensation does not meet prevailing wage.**

1. In full detail, explain how workers will be provided with or reimbursed for transportation and subsistence from the place of recruitment to the place of work.

**Will reimburse H2B worker by company check in first workweek.**

2. In full detail, explain how workers will be provided tools, supplies, and equipment required to perform duties without charge or deposit charge.

**Tools, supplies & equipment required to perform job provided at no cost to worker.**

3. In full detail, instruct applicants to inquire about the job opportunity at the nearest SWA (Department of Career Services is the Massachusetts SWA, below is their contact info.).

**Direct inquiries, applications or resumes to employer [sam@macsseafood.com](mailto:sam@macsseafood.com) or Career Opportunities, 372 North Street, Hyannis, MA 02601. 508.771.5627. Refer to the job order #.**

## V. Required Assurances

**An employer, who employs H-2B workers and/or workers in corresponding employment under an Application for Temporary Employment Certification, has agreed as part of the Application for Temporary Employment Certification that it will abide by the Assurances and obligations of H-2B employers as set forth on 20 CFR 655.20 Subpart A - Labor Certification Process for Temporary Non-Agricultural Employment in the United States. (H-2B Workers)**

**Three-fourths Guarantee** - If the employer's anticipated period of employment will last 120 DAYS OR MORE, the employers 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. If employment will last LESS THAN 120 DAYS, the employer guarantees to offer work for hours equal to at least three-fourths of the workdays in each 6-week period of the total employment period.

**First Workweek Guarantee** - 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 and Subsistence Benefits** - If the worker completes 50% of the work contract period, employer will:

**Option A:** arrange and pay directly for transportation and subsistence,

**Option B:** reimburse the worker for transportation and subsistence,

**Option C:** provide advance payment for transportation and subsistence, 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. 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 \$12.07 per day during travel to a maximum of \$51.00 per day with receipts.

**Disclosure of job order** - The employer must provide to an H-2B worker no later than the time at which the worker applies for the visa (in a language understood by the worker) a copy of the job order including any subsequent approved modifications.

**Notice of worker rights** - The employer must post and maintain in a conspicuous location at the place of employment, a poster provided by the DOL that sets out the rights and protections for H-2B workers. The posting must be in English and or the workers native language.

**No unfair treatment** - The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, discharge or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, discharge, or in any manner discriminate against, any person who has: Filed a complaint, Instituted or caused to be instituted, Testified or is about to testify in any proceeding, Consulted with a workers' center, community organization, labor union, legal assistance program, or an attorney on matters related, Exercised or asserted on behalf of himself/herself or others any right or protection.

**Comply with the prohibitions against employees paying fees** - The employer and its attorney, agents, or employees have not sought or received payment of any kind from the worker for any activity related to obtaining H-2B labor certification or employment. All wages must be paid free and clear.

**Contracts with third parties to comply with prohibitions** - The employer must contractually prohibit in writing any agent or recruiter (or any agent or employee of such agent or recruiter) whom the employer engages, either directly or indirectly, in recruitment of H-2B workers to seek or receive payments or other compensation from prospective workers.

**Prohibition against preferential treatment of foreign workers** - The employer's job offer must offer to U.S. workers 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.

**Non-discriminatory hiring practices** - The job opportunity is to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, disability, or citizenship. Rejections of any U.S. workers who apply for the job must only be for lawful, job-related reasons, and those not rejected on this basis have been or will be hired. In addition, the employer has and will continue to retain records of all hired workers and rejected applicants as required by § 655.56.

**Recruitment requirements** - The employer must conduct all required recruitment activities, including any additional employer-conducted recruitment activities as directed by the CO.

**Continuing requirement to hire U.S. workers** - The employer has and will continue to cooperate with the SWA by accepting referrals of all qualified U.S. workers who apply (or on whose behalf a job application is made) for the job opportunity, and must provide employment to any qualified U.S. worker who applies to the employer for the job opportunity, until 21 days before the date of need.

**No strike or lockout** - There is no strike or lockout at any of the employer's worksites within the area of intended employment for which the employer is requesting H-2B certification at the time the Application for Temporary Employment Certification is filed.

**No recent or future layoffs** - The employer will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment. A layoff for lawful, job-related reasons such as lack of work or the end of a season is permissible if all H-2B workers are laid off before any U.S. worker in corresponding employment.

**Contact with former U.S. employees** - The employer will contact its former U.S. workers, including those who have been laid off within 120 calendar days before the date of need (except those who were dismissed for cause or who abandoned the worksite), employed by the employer in the occupation at the place of employment during the previous year, disclose the terms of the job order, and solicit their return to the job.

**Area of intended employment and job opportunity** - The employer must not place any H-2B workers employed under the approved Application for Temporary Employment Certification outside the area of intended employment or in a job opportunity not listed on the approved Application for Temporary Employment Certification unless the employer has obtained a new approved Application for Temporary Employment Certification.

**Abandonment/termination of employment** - If separation occurs before the end date of the employment specified in the Job Offer, the employer must notify OFLC in writing of the separation from employment not later than 2 work days after such separation is discovered by the employer. In addition, the employer must notify DHS in writing. An abandonment or abscondment is deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. If the separation is due to the voluntary abandonment of employment by the H-2B worker and the employer provides appropriate notification specified under this paragraph (y), the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee described in paragraph (f) of this section.

**Compliance with applicable laws** - During the period of employment, the employer must comply with all applicable Federal, State and local employment-related laws and regulations, including health and safety laws.

**I hereby certify to the best of my knowledge that the information contained herein is true and accurate.**

<b>1. Employer's Printed Name:</b> Sam Bradford	<b>2. Title:</b>
<b>3. Employer/Representative Signature:</b> Clark Trainor	<b>4. Date:</b> 12/20/2017

**VI. Please Send this Job Order Form to**

State Workforce Agency:	Department of Career Services	Contact Person:	FLC Unit
Address:	19 Staniford Street, 1st Floor	Unit	Foreign Labor Certification
City / State / Zip Code:	Boston, MA 02114	Email:	<a href="mailto:flch2b@detma.org">flch2b@detma.org</a>
Phone:	617-626-5300	Fax:	617-626-6017

NOTE: For local One-Stop Career Center locations go to:  
<http://www.mass.gov/lwd/employment-services/dcs/find-a-career-center-near-you.html>