

Applicant Agreement

It is my understanding that my signature on this employment application contract constitutes my agreement with the Legacies Staffing, LLC. (the "Agency") to the following terms:

I understand that the Agency will strive to find the best possible position for me, and that this process may take some time. I understand that the Agency does not guarantee employment nor promises to do so.

I understand that unless otherwise agreed to by the Agency and the employer, employment negotiations will be between the employer and Agency only, and all offers of employment will be tendered solely to the Agency for subsequent consideration by me. The Agency will communicate all offers to me. It is my responsibility to inform the Agency immediately upon receiving direct offers of employment or pending employment with any potential employers.

I understand that all files and information I received and will receive from the Agency are the property of the Agency and therefore the contents of those files and information are confidential. I agree not to contact the prospective employer without the knowledge and/or permission of the Agency. I agree not to disclose to anyone the names, contact information and addresses of anyone referred to me by the Agency for the purpose of prospective employment.

I understand that no representative of the Agency has any authority to enter into any agreement for employment for any specified period of time, or to assure or make some other personnel move, either prior to commencement of employment or after I have become employed, or to assure any benefits or terms and conditions of employment, or to make any agreement, that is contrary to the foregoing.

I hereby authorize any of the persons or organizations listed in my application to give all information concerning my previous employment, education, or any other information they might have, personal or otherwise, with regard to any of the subjects covered by this application and release all such parties from all liability that may result from furnishing such information to the Agency. I authorize the Agency to request and receive such information.

I certify that the information hereunder is correct to the best of my knowledge and understand that falsification of this information is grounds for refusal to hire or, if hired, dismissal.

I hereby agree to the terms of this employment a	pplication contract.	
Full Name:	Date:	



Signature

MPLOYMENT AGENCY	APPLICATION FORIV	1	DATE: _			-
	Арр	olicant Information				
ame:						
Last		First		Middle		
ldress:						
	Street			Apt./Flr. /Ste		
	City		State	Zip Co	ode	
ome #:	Mobile #:	E-mail:				
nergency Contact:			Relationship:			
ddress:						
esired Title/Position:						
esired Salary:		Available to Start:				
		Education				
				_		
Name of Se	chool Attended	Address (City/St	ate/Country)	Dates (YYYY) - (YYYY)	Gradu	ıate
High School					Yes	Ν
Honors/Awards:						
College					Yes	N
Degree/Major:						
College					Yes	١
Degree/Major:						
Certification:					Yes	Ν
Title:						
Other:					Yes	Ν
Title:						
	Identity Verifica	tion and Proof of Em	ployment Elig	gibility		
S Citizen [] Y [] N	Permanent Resid	lont [] V [] tool	Alion Aut	horized to Work [] \	/ [] N	
			Alleli Auti	nonzed to work []	[] [N	
rer been convicted of felony? []	Y [] IN	If Yes, explain:				
OCUMENT 1		DOCUMENT 2				
Doc Name:		Doc Name:				
Expiration:		Expiration:				

Date



Previous Employment and References

List your employment starting from most recent. Describe the reasons for termination of employment, whether you were: A. dismissed (fired) or no longer needed, B. asked or encouraged by management to quit or resign, C. by mutual agreement or contract ended, or D. quit or resigned in anticipation of a new opportunity or dismissal. Give dates of any unemployment between jobs in proper sequence.

Dates of Employment From (MM/YYYY): To (MM/YYYY):
Employer:
Exact Address (Job Location):
Title/Position: Supervisor:
Phone #: Email:
Reason position ended:
May we contact your reference? YES NO
DUTIES:
Dates of Employment From (MM/YYYY): To (MM/YYYY):
Employer:
Exact Address (Job Location):
Title/Position: Supervisor:
Phone #: Email:
Reason position ended:
May we contact your reference? YES NO
DUTIES:
Dates of Employment From (MM/YYYY): To (MM/YYYY):
Employer:
Exact Address (Job Location):
Title/Position: Supervisor:
Phone #: Email:
Reason position ended:
May we contact your reference? YES NO
DUTIES:
I hereby give the Legacies Staffing Employment Agency authorization to verify all references and work experience.
Signature: Date:

Contract

Employment Agency Information
Name of Employment AgencyLEGACIES STAFFING, LLC
Name of Agency Staff or SalespersonROSALIE AGUILAR
Telephone Number <u>646-262-8364</u> DCA License Number <u>2089528-DCWP</u>
Address 1460 BROADWAY, FLOOR 8, NEW YORK, NY 10036
E-mail Address, if available rosalie@legaciesstaffing.com
Applicant Information
Name of Job Applicant
Telephone Number E-mail Address, if available
Address
TO BE FILLED BY AGENCY STAFF
Employer Information
Name of Employer
Address
Mailing Address (if different)
Telephone Number E-mail Address, if available
Name of Contact Person at Employer
Telephone Number
Address/Addresses of Employment (if different from the Employer's Address)
E-mail Address, if available
Name of Person Authorizing Hiring of Applicant (if different from contact person)
Telephone Number

Employment Information TO BE FILLED	BY AGENCY STAFF
Anticipated Rate of Wages or Compensation \$	
Anticipated Hours/Day	Anticipated Weekly Schedule (check all that apply)
Employment Status (<i>check all that apply</i>) □ Permanent □ Temporary □ Full-Time □ Part-Time	☐ Monday☐ Tuesday☐ Saturday☐ Sunday☐ Thursday
Anticipated period of employment	Anticipated Cost of Transportation (if employer is outside of New York City) \$
Type of Work	
 □ Domestic/household work and unskilled/untraine □ Trained or skilled industrial workers or mechanic □ Nursing (Class D) □ All other work, including commercial, clerical, exand employment outside the continental United 	cs (non-professional) (Class A1) recutive, administrative and professional employment
TO BE FILLE	D BY AGENCY STAFF
Benefits Provided to Employee and Cost to Em	ployee for Such Benefits (if applicable)
Check all that apply and provide details.	
☐ Housing☐ Health Insurance☐ Health care☐ Holidays	☐ Sick Leave ☐ Retirement Benefits ☐ Other
Fees	
IMPORTANT: It is against the law for the employment including registration and application fees. This means you a job.	
Agency CANNOT charge you a fee for: setting up interviews reviewing resumes trainings	photographsany services besides placing Applicant in a job

Terms and Conditions

THIS DOCUMENT IS NOT A CONTRACT AND IS NOT LEGALLY BINDING.

Employment Agency Information	
Name of Employment Agency:	DCWP License Number:
LEGACIES STAFFING, LLC	2089528
Name of Agency Staff or Salesperson:	Telephone Number:
ROSALIE AGUILAR	646-262-8364
Address:	Email Address, if available:
1460 BROADWAY, FLOOR 8, NEW YORK, NY 10036	rosalie@legaciesstaffing.com

Description of Work and Fees	
Type of service to be performed:	Anticipated rate of wages or compensation:
Anticipated number of hours of work per day:	Anticipated number of days of work per week:
Anticipated number of flours of work per day.	Anticipated humber of days of work per week.
Anticipated period of employment:	□ Temporary
	□ Permanent
Fee for Job Placement (See attached Sections	s 185 and 186 for maximum fees Agency can charge by law.)
igspace Check here if the fee will be paid by the empl	loyer.
	otal Amount: \$
□ Percent of Salary:% of N	Months or Weeks (circle one)
Fee Payment Schedule	
The fee shall be paid:	
□ in ten equal weekly installments payable at the	ne end of each of the first ten weeks
□ in five equal installments payable at the end of	
□ other:	

Summary of Important Terms and Requirements

Receipts: Agency will provide you a separate, written receipt for every deposit, fee, or charge collected by it.

Fee Amounts: Agency cannot accept a deposit or charge you a fee before you are paid by the employer.

<u>Legitimate Employment:</u> Agency will only send you to current, legitimate job openings obtained from the employer, unless they tell you otherwise in advance of being referred.

<u>Work Hours:</u> Agency will provide you prior to placement with the hours per week you are expected to work.

<u>Work Conditions:</u> Agency may provide you prior to placement with information about (1) whether you will be paid on a weekly, biweekly, or monthly basis; and (2) whether there are any health and/or safety risks involved and what steps may be taken to prevent or control those risks.

AN EMPLOYMENT AGENCY MAY NOT CHARGE YOU, THE JOB APPLICANT, A FEE BEFORE REFERRING YOU TO A JOB THAT YOU ACCEPT. IF YOU PAY A FEE BEFORE ACCEPTING A JOB OR PAY A FEE THAT OTHERWISE VIOLATES THE LAW, YOU MAY DEMAND A REFUND, WHICH SHALL BE REPAID WITHIN SEVEN DAYS. IF YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

Fees (continued)
Fee for Job Placement (See attached Sections 185 and 186 for maximum fees Agency can charge by law.)
Check box if employer will pay the fee. ☐ Flat Placement Fee; Total Amount \$ ☐ Percent of Salary% of Months or Weeks (circle one)
Fee Payment Schedule
The fee shall be paid:
 □ in 10 equal weekly installments payable at the end of each of the first 10 weeks □ in five (5) equal installments payable at the end of each of the first five (5) pay periods Other NO FEE SHALL BE COLLECTED FROM THE APPLICANT FOR JOB PLACEMENT
Note: By law, the Agency cannot require the Applicant to pay the fee any faster. Any other payment plan must give the Applicant MORE time to pay.

Important Terms and Requirements

Receipts: The Agency will provide Applicant with a separate, written receipt for every deposit, fee, or other charge collected by it.

<u>Fee Amounts:</u> The maximum fees that the Agency can charge are limited by law depending on the job. The Agency shall not charge fees inconsistent with Sections 185 and 185-a of the General Business Law.

Refund of Fees: Agency must RETURN any payment made above the amount permitted by law within seven (7) days of receiving a demand.

<u>Fee when Applicant Fails to Appear for Work or is Terminated:</u> The Agency shall not charge any fees inconsistent with Sections 185 and 186 of the General Business Law in the event that the Applicant fails to report to work or is terminated, regardless of the circumstances.

<u>Statement of Applicant's Rights:</u> The Agency will provide a Household or Domestic Applicant with a "Statement of Employee Rights."

<u>Legitimate Employment:</u> The Agency will only send the Applicant to legitimate job listings obtained from the employer that reflect current job openings. The Agency will contact the employer and verify the availability of the job before referring the Applicant.

Work Conditions: The Agency will provide the following information prior to placement:

- 1) the hours per week the Applicant is expected to work;
- 2) whether the Applicant will be paid on a weekly, biweekly, or monthly basis; and
- 3) whether there are any health and/or safety risks involved and what steps may be taken to prevent or control those risks.

NOTICE TO JOB APPLICANT - READ BEFORE SIGNING

Do not sign this contract before you have read it or if any spaces are left blank. The employment agency must give you a signed copy of this contract at the time you sign it.

AN EMPLOYMENT AGENCY MAY NOT CHARGE YOU, THE JOB APPLICANT, A FEE BEFORE REFERRING YOU TO A JOB THAT YOU ACCEPT. IF YOU PAY A FEE BEFORE ACCEPTING A JOB OR PAY A FEE THAT OTHERWISE VIOLATES THE LAW, YOU MAY DEMAND A REFUND, WHICH SHALL BE REPAID WITHIN SEVEN DAYS. IF YOU HAVE A COMPLAINT OR NEED MORE INFORMATION, CALL 3-1-1.

<u></u>	
Date	
Date	
	Date Date



Domestic or Household Employees: Statement of Employee Rights and Employer Responsibilities

This handout describes some of the basic rights of nannies, house cleaners, and other household employees employed directly by an individual household only and some responsibilities that their employers must fulfill under New York City, New York State, and federal law. Please note that this document does not list every employee right or employer responsibility.

No Retaliation

All employees have rights, regardless of immigration status. Employers can't punish, penalize, retaliate, or take any action against employees that might stop or deter them from exercising their rights under City, state, and federal law.

Wages and Benefits

Employers must notify employees at the time of hiring of the employee's rate of pay and regular payday. Employers must also notify employees in writing of the employer's policy on:

- safe and sick leave;
- vacation;
- personal leave;
- holidays; and
- hours of work.

All employees are entitled to be paid at least the minimum wage. Information about the minimum wage is available at <u>dol.ny.gov</u>.

Overtime

Employees who work overtime are entitled to be paid at one and one-half times the employee's regular rate of pay.

- An employee who *does not live in the employer's home* is entitled to this overtime rate after working 40 hours per week.
- An employee who *lives in the employer's home* is entitled to this overtime rate after working 44 hours per week.

Split Shift and Spread of Hours

For a split shift, or when a workday exceeds 10 hours, an employee is entitled to an additional hour of pay at the minimum hourly wage rate.

24-Hour Shifts

Employees who work a 24-hour shift are entitled to be paid for 13 hours, so long as they are provided with an eight-hour sleep break (of which five hours must be uninterrupted) and three hours of meal breaks. If employees don't receive these breaks, they are entitled to pay for all 24 hours of the shift.

Timely Payment

Employees must be paid all wages on a weekly basis, and within seven calendar days of the concluding workweek. Employers must also provide a statement that shows:

- employee's gross wages;
- deductions:
- net wages; and
- safe and sick leave accrued and used.

Time Off

Employees are entitled to at least one day of rest (24 consecutive hours) every week and at least three days of paid rest after one year of work for the same employer. Employees who choose to work on their weekly day of rest must be paid at the overtime rate of one and one-half times the employee's regular rate of pay. Employees who work a six-hour shift are entitled to an unpaid meal break of at least 30 minutes.

Paid Safe and Sick Leave

Employers of domestic workers must give employees paid safe and sick leave. Depending on employer size, employees can earn up to 40 hours of leave each year (1-99 employees) or up to 56 hours of leave each year (100 or more employees). For more information, visit nyc.gov/workers.

Termination Notice

No more than five working days after the date of termination from employment, an employer must notify an employee in writing of the date of termination and the date of cancellation of employee benefits.

Record Keeping

Employers must maintain accurate records for three years that show, among other requirements:

- hours worked;
- rate of pay;
- deductions taken from wages;
- name, address, and date of birth of every employee; and
- date and time of each instance of safe and sick leave used by an employee and the amount paid for each instance.

Tax Obligations

An employer must withhold and pay Social Security and Medicare taxes for any employee earning more than a specific dollar amount set by the Internal Revenue Service (IRS). For more information, visit <u>irs.gov</u> and search "Topic No. 756, *Employment Taxes for Household Employees.*"

Workers' Compensation

Employers must buy workers' compensation coverage for employees who work more than 40 hours per week. Employers can't deduct the cost of workers' compensation premiums from the employee's salary. For more information, visit wcb.ny.gov.

Disability and Paid Family Leave

Disability and Paid Family Leave benefits coverage is required if the domestic worker is employed 20 or more hours per week by the same employer and the domestic worker works 30 or more days in a calendar year for that employer. For more information, visit wcb.ny.gov.

Unemployment Insurance

Employees who earn more than \$500 in a quarter of a calendar year are covered by unemployment insurance if they lose their jobs. Employers must make quarterly unemployment insurance payments following a formula set by the New York State Department of Taxation and Finance. Employers can't deduct the cost of these payments from the employee's salary. For more_information, visit dol.ny.gov.



EMPLOYMENT AGENCY LAW

§ 185. FEES

1. CIRCUMSTANCES PERMITTING FEE. An employment agency shall not charge or accept a fee or other consideration unless in accordance with the terms of a written contract with a job applicant and after such agency has been responsible for referring such job applicant to an employer or such employer to a job applicant and where as a result thereof such job applicant has been employed by such employer, except for class "C" employment: (a) after an agency has been responsible for referring an artist to an employer or such employer to an artist and where as a result thereof such artist has been employed by such employer; or (b) after an agency represents an artist in the negotiation or renegotiation of an original or preexisting employment contract and where as a result thereof the artist enters into a negotiated or renegotiated employment contract. For class "C" employment pursuant to this paragraph, an employment agency shall provide an artist with a statement setting forth in a clear and concise manner the provisions of this

The maximum fees provided for herein for all types of placements or employment may be charged to the job applicant and a similar fee may be charged to the employer provided, however, that with regard to placements in class "B" employment, a fee of up to one and one-half times the fee charged to the job applicant may be charged to the employer. By agreement with an employment agency, the employer may voluntarily assume payment of the job applicant's fee. The fees charged to employers by any licensed person conducting an employment agency for rendering services in connection with, or for providing employment in classes "A". "A-1" and "B", as hereinafter defined in subdivision four of this section

section and section one hundred

eighty-six of this article.

where the applicant is not charged a fee shall be determined by agreement between the employer and the employment agency. No fee shall be charged or accepted for the registration of applicants for employees or employment.

2. SIZE OF FEE; PAYMENT SCHEDULE.

The gross fee charged to the job applicant and the gross fee charged to the employer each shall not exceed the amounts enumerated in the schedules set forth in this section, for any single employment or engagement, except as hereinabove provided; and such fees shall be subject to the provisions of section one hundred eighty-six of this article. Except as otherwise provided herein, and except for class "C" employment, an employment agency shall not require an applicant while employed in the continental United States, and paid weekly to pay any fee at a rate greater than in ten equal weekly installments each of which shall be payable at the end of each of the first ten weeks of employment, or if paid less frequently, in five equal installments, each of which shall be payable at the end of the first five pay periods following his employment, or within a period of ten weeks, whichever period is longer. An employer's fee shall be due and payable at the time the applicant begins employment, unless otherwise determined by agreement between the employer and the agency.

3. Deposits, advance fees.

An employment agency shall not require or accept a deposit or advance fee from any applicant.

4. Types of employment.

For the purpose of placing a ceiling over the fees charged by persons conducting employment agencies, types of employment shall be classified as follows:

Class "A"--domestics, household employees, unskilled or untrained manual workers and laborers, including agricultural workers;

(See § 184 for requirements concerning out-of-state domestic workers.)

Class "A1"--non-professional trained or skilled industrial workers or mechanics;

Class "B"--commercial, clerical, executive, administrative and professional employment, all employment outside the continental United States, and all other employment not included in classes "A", "A1", "C" and "D";

Class "C"--theatrical engagements;

Class "D"--nursing engagements as defined in article one hundred thirty-nine of the education law.

- **5. FEE CEILING:** For a placement in class "A" employment the gross fee, including the deposit if any, shall not exceed, in percentage of the first full month's salary or wages, the following:
- Where no meals or lodging are provided 10%

- Where three meals and lodging per working day are provided 18%

Where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period shorter than one month, the gross fee shall not exceed ten per cent, twelve per cent, fourteen per cent or eighteen per cent respectively of the salary or wages actually paid.

- 6. FEE CEILING: For a placement in Class "A1" employment the gross fee shall not exceed one week's wages where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period for ten weeks or more. Where all parties to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than ten weeks, the gross fee shall not exceed ten per cent of the wages or salary actually received.
- **7. FEE CEILING:** For a placement in Class "B" employment the gross fee shall not exceed, in percentage of

the first full month's salary or wages, the following:

•	Less than \$750 25%
•	At least \$750 but less than
	\$950 35%
•	At least \$950 but less than
	\$1150 40%
•	At least \$1150 but less than
	\$1350 45%
•	At least \$1350 but less than
	\$1500 50%
•	At least \$1500 but less than
	\$1650 55%
•	At least \$1650 or more 60%

Provided however, that where the placement is for employment in which the applicant will be paid on a straight commission basis or on the basis of a drawing account plus commissions, the gross fee shall be based on percentages in the above schedule applied to an amount equivalent to one-twelfth of the estimated first year's earnings, as estimated by the employer.

Where all parties to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than four months the gross fee shall not exceed fifty percent of the fee prescribed in the schedule in this subdivision or ten percent of the wages or salary actually received, whichever is less.

- 8. FEE CEILING: For a placement in class "C" employment the gross fee shall not exceed, for a single engagement, ten per cent of the compensation payable to the applicant, except that for employment or engagements for orchestras and for employment or engagements in the opera and concert fields such fees shall not exceed twenty per cent of the compensation.
- **9. FEE CEILING:** For a placement in class "D" employment the gross fee shall not exceed, for a single engagement, the following:
 - (1) for private nursing duty, five

per cent of the salary or wages received each week through the first ten weeks of that engagement only, and such fee shall be due and payable at the end of each such week;

(2) for any other nursing duty, the amount of the first week's salary or wages unless the first year's computed salary or wages to be derived for at least one year's employment is twenty-five hundred dollars or more, in which event the gross fee shall not exceed, in percentage of such salary or wages, the following:

where such first year's salary or wages is

• At least \$2500 but less than

- \$5000 or more 5%
- 10. Notwithstanding any other provision of law to the contrary, no fee may be charged or collected for services rendered by an employment agency not licensed pursuant to section one hundred seventy-two of this article at the time such services were rendered. In an action to collect a fee, the court shall void all or any part of an agreement or contract with an employment agency that did not have a valid license at the time the contract was entered into or services were rendered; however, such contract shall not be considered void if a court finds a good faith effort by an employment agency to maintain its license despite clerical error or delay by the department of labor or the New York city department of consumer affairs.

§ 186. RETURN OF FEES

- 1. Excessive FEE: Any employment agency which collects, receives or retains a fee or other payment contrary to or in excess of the provisions of this article, shall return the fee or the excess portion thereof within seven days after receiving a demand therefor.
- 2. FAILURE TO REPORT: If a job applicant accepts employment and thereafter fails to report for work, the gross fee charged to such applicant shall not exceed twenty-five per cent of the maximum fee allowed by section one hundred eighty-five of this article. If a job applicant accepts employment and fails to report for work, no fee shall be charged to the employer.
- 3. TERMINATION WITHOUT EMPLOYEE'S FAULT. If a job applicant accepts employment and reports for work, and thereafter such employment is terminated without fault of the employee, the gross fee charged to such employee and to the employer each shall not exceed ten percent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article. However, if such employee is a domestic or household employee recruited from a state outside of this state the fee of the employer shall not exceed thirtythree and one-third percent of the wages or salary actually earned.
- 4. TERMINATION UNDER ALL OTHER CIRCUMSTANCES: If a job applicant accepts employment and reports for work, and thereafter such employment is terminated under any other circumstances, the gross fee charged to such employee and the employer each shall not exceed fifty per cent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article.

For more information or to file a complaint, call 3-1-1 or visit us as www.nyc.gov/dca