



{OFFER SEND DATE}

{CANDIDATE FULL NAME}

{CANDIDATE STREET}

{CANDIDATE CITY STATE ZIP}

Dear {CANDIDATE FIRST NAME},

We are pleased to offer you employment in the position of Busser with Summer Ops.

| | |
|---------------------------------------|--|
| Your employment start date is: | {JOB START DATE} |
| Employer: | Summer Ops LLC (FEIN: 81-1631018) 1732 1st Ave #24751, New York, NY 10128 |
| Employment Status and Classification: | Seasonal, Non-Exempt, At Will Employment |
| Employment Department: | Restaurant |
| Position Supervisor: | Manager |

Job Description

Cleanliness is an ongoing endeavor and your greatest priority. Overall, you are responsible for the cleanliness of all public areas of the restaurant, as well as the staff and pantry areas. You are tasked with large and small details throughout the day from opening to closing and during operational hours. You are responsible for the exceptional cleanliness and organization of the entire boat. Must pay close attention to all details during operating hours and be willing to work hard to maintain order - the restaurant is a team oriented environment and this position will be required to assist in other areas as needs arise.

Compensation

(Details on Minimum Wage, Tip Credit and Cash Wage calculations can be found in the Rates of Pay chart below):

| | |
|---------------------------------------|--|
| Employee's Rate of Pay (Hourly): | NYS Minimum Wage minus Credit for Tips Received |
| Overtime Rate of Pay (Hourly): | 1.5 x NYS Minimum Wage minus Credit for Tips Received |
| Training Rate of Pay (Hourly): | NYS Minimum Wage |
| Buyout Rate of Pay (Hourly): | \$16.00 |
| Buyout Overtime Rate of Pay (Hourly): | \$24.00 |
| Spread Compensation: | 1 hour of NYS Minimum Wage per shift over 10 hours in duration |
| Tips: | If you do not receive enough tips over the course of a week to bring you up to the minimum hourly rates for the first 40 hours and 1½ times that amount per hour for hours over 40, you will be paid additional wages that week to make up the difference. |

| | |
|---------------------------------|--|
| Regular Pay Day / Pay Schedule: | Friday / Weekly |
| Meal Break Period: | 30 minutes for shifts longer than 6 hours |
| Meal Credit Deduction: | New York State Food Service Rate |
| Sick Pay: | 1 hour of sick pay per 30 hours worked up to a max of 40 hours of sick pay per year after 120 days of employment |
| Commuter Benefits: | Pre-tax savings for parking and mass transit commuting expenses |

Rates of Pay and Deductions (NYS Large Employer)

| | 12/31/16 - 12/30/17 | 12/31/17- 12/30/18 | 12/31/18- 12/30/19 |
|--------------------------|---------------------|--------------------|--------------------|
| NYS Minimum Wage | \$11.00 | \$13.00 | \$15.00 |
| Credit for Tips Received | \$3.50 | \$4.35 | \$5.00 |
| Cash Wage | \$7.50 | \$8.65 | \$10.00 |
| Food Service Rate | \$2.85 | \$3.25 | \$3.60 |

Required Documents

Upon signing and accepting this offer you will be sent each of the onboarding documents below. Please review, complete, and sign each of these documents within 48 hours of accepting this offer.

- Electronic Disclosure Notice and Consent
- Confidentiality, Non-Competition, and Non-Disparagement Agreement
- Discrimination and Harassment Policy and Acknowledgement
- Mandatory Arbitration Agreement
- Employee Anchor Handbook and Acknowledgement
- Pooled Gratuity Agreement
- Tip Credit Acknowledgement
- City, State, and Federal Withholding Forms
- Employment Eligibility Verification (I-9)

Training

You will be required to attend mandatory training in the areas listed below - all training and certifications must be completed before your first shift. The date and time are non-negotiable and will be sent to you in a follow up email, so be sure to monitor your inbox. During training you will also receive information about how to access your schedule, dress code and other job requirements.

- Busser - best practices and steps of service
- Personal Responsibility - general workplace expectations
- Workplace Safety
- Department of Health Standards and Procedures

For your first day, please come prepared with:

- 2 forms of valid ID (the same two you used to complete your I-9)

- A voided blank check (or your routing and checking account numbers on a direct deposit form from your bank) if you elected to participate in direct deposit.
- Proof of the certifications listed in your job description
- What to wear:
 - Shirt: Long sleeve shirt, tucked in. (Provided for you)
 - Pants: Well fitting dark blue denim jeans (same as apron or darker), no embellishments, no embroidery, no holes or rips, no patterns, stripes, or polkadots. Jean shorts or skirt of the same dark denim may be worn, but may not be cut-offs.
 - Shoes: Low rise fire engine red in color, white vulcanized soles and sides, white laces
 - Sunglasses: If you wish to wear sunglasses; Wayfarers or similar classic style.
 - Hat: If you wish to wear a hat, a Grand Banks hat will be provided
 - Sweater: If you wish to bring a sweater, it must be a crew neck pullover, navy blue with no text or pattern
 - Socks: None, or solid color navy, or black. If wearing jean shorts or skirt, socks must be liner socks and may be white, navy, or black.
 - Belt: If you wear a belt, it must be subtle, dark single color such as brown, black, navy, grey. Not flashy
 - You should bring sunscreen everyday.

Agreement

This letter constitutes our full agreement and the terms of this offer letter supersede all prior discussions you may have had with Summer Ops LLC, its affiliates, subsidiaries, members, managers, shareholders, agents, and any employee, herein referred to as the “Company,” and cannot be changed without written notice and approval by the Company President.

By accepting this offer, you confirm that you are able to accept the role offered and carry out the work that it requires without breaching any legal restrictions on your activities, such as restrictions imposed by a current or former employer. You will be expected to comply with all current policies and procedures as outlined by the Company or as may be modified and implemented in the future.

In accepting this offer you understand and agree that your employment with the Company is “at will” and that you have not been made any promises except as set forth in this letter. By signing below, you understand and acknowledge that neither this agreement nor its contents constitute, in whole or in part, either express or imply a contract or guarantee of continued employment between Summer Ops LLC, its affiliates, subsidiaries, members, managers, shareholders, agents, and any employee, and they should not be construed or interpreted as such by anyone. “At will” employment means either you or Summer Ops can terminate the employment relationship at any time, for any reason, and with or without notice, and you understand that no member of management, other than the Company President, has the authority to enter in any agreement for employment or benefits for any period of time, or to make any agreement contrary to the foregoing.

This offer of employment will terminate if it is not accepted, signed and returned by midnight Eastern Time, {OFFER EXPIRATION DATE}. Should you have any questions, please do not hesitate to reach out to hr@summerops.com.

We are delighted that you’ve decided to join the crew and look forward to the exciting season ahead!

All best,

Lauren Schell
Vice President, Summer Ops LLC

Employee Acknowledgement and Acceptance:

On this day I have been notified of my employment status, classification, pay rate(s), overtime rate, allowances taken, sick pay provisions, and designated pay day. I understand that a signed copy of this document is available to me immediately upon signing by clicking on the “download” link. I have notified my employer that my primary language is English and have been given this offer letter and notice of pay rate and pay day, at hiring, in my primary language.

{CANDIDATE FULL NAME}
Employee