9142B F.a.1) SWA JOB ORDER

ONE: Employer Name and Contact Information

Business Name: Ledesma Concessions, LLC

Physical Address: 1414 Harding Ave. National City, CA 91950

Mailing Address: 1414 Harding Ave. National City, CA 91950

FEIN: [redacted]

Employer Job Phone Number: (619) 273-4413

Employer Job Email: info@ledesmaconcessions.com

Employer Job Web Portal: N/A

TWO: This job opportunity is a temporary, full-time position.

Number of job openings to be filled: 8

THREE: Job Opportunity

Job Title: *Amusement & Recreation Attendants-Food Concessions.*

Duties: *Perform variety of attending duties at amusement facility. Set-up, tear-down, operate amusement food concessions.*

Minimum Education Required: *None.*

Minimum Experience Required: *None.*

Work Hours & Days: *Work schedule varies widely, typically 40 H/W Wed-Sun, 1:00PM to 10:00PM.*

Anticipated Start Date of Job Opportunity: July 21, 2022

Anticipated End Date of Job Opportunity: April 20, 2023

Other requirements: Post-employment random drug testing and background checks may be required, at no cost to the worker. The job requires the applicant to be qualified, ready, willing, able, and available to perform during the entire employment at all the designated worksites; and to follow workplace rules.

FOUR: Geographic Area of Intended Employment:

Work starts in San Diego Co., CA with additional work to follow in various locations along an itinerary: National City, San Diego Co., CA; Harrington, Kent Co., DE; Crown Point, Lake Co. IN; Pueblo, Pueblo Co, CO; Oklahoma City, Oklahoma Co., OK; Tulsa, Tulsa Co., OK; Raleigh, Wake Co., NC; Ladson, Berkeley Co., SC; Hialeah, Miami-Dade Co., FL; West Palm Beach, Palm Beach Co., FL; Tampa, Hillsborough Co., FL; Fort Pierce, St. Lucie Co., FL, Vero Beach, Indian River Co., FL; Miami, Miami-Dade Co., FL; Green Cove Spring, Clay Co., FL.

Must commute from home at prior worksite, to next worksite. Optional transportation offered by the employer at no cost to the worker.

FIVE: Wage that the employer is offering:

Employer will pay the prevailing hourly wage for each work location, ranging from $9.55 to $14.44, weighted average $10.84 per hour.

Merit increases and/or bonuses may be awarded at employer discretion.

(The wage offer will equal or exceed the highest of the prevailing wage or the Federal, State or Local minimum wage in effect during employment).

SIX: Overtime:

Equal Opportunity, FLSA (13)(a)(3) exempt employer not subject to Federal hourly wage, overtime or recordkeeping requirements. No overtime expected. Overtime, if any, calculated and paid as per applicable regulations.

SEVEN: On the Job Training?

On-the-job training will be provided

EIGHT: Wage Computation.

The employer will use a single workweek as its standard for computing wages due.

NINE: Pay Frequency:

Wages will be paid on a bi-weekly basis.

Due to variability of hours, as a convenience to the workers, a prepayment plan based upon 40 hours of work per week may be available.

TEN: Board, Lodging, other facilities, including fringe benefits.

Optional mobile housing (valued at $125.00 per week) and local convenience travel (valued at $25.00 per week) are available at no cost to the worker.

ELEVEN: Deductions from Pay:

Employer will make all deductions from the worker's paycheck required by law. In addition, the employer intends to make the following deductions from the worker's paycheck which are not required by law: NONE

TWELVE: Initial transportation and subsistence.

If the worker completes 50% of the work contract period, employer will, consistent with applicable regulatory requirements, arrange and pay directly for transportation and subsistence. Daily subsistence will be provided either at a rate of $14.00 per day during travel without receipts to a maximum of $59.00 per day with receipts or the applicable USDOL mandated fee in effect on the date of travel.

THIRTEEN: Return transportation and subsistence.

Workers will be provided with or reimbursed for outbound transportation and subsistence consistent with applicable regulatory requirements if the employee completes the period of employment or is dismissed from employment before the end of the period of employment. If transportation is provided, it will be by common carrier land or air conveyance at the option of the employer. Daily subsistence will be provided either at a rate of $14.00 per day during travel without receipts to a maximum of $59.00 per day with receipts or the applicable USDOL mandated fee in effect on the date of travel.

FOURTEEN: Daily Transportation to and from Worksite.

If employee housing is not onsite at the worksite, employer will provide daily transportation to and from housing to the worksite at no cost to the worker.

FIFTEEN: Reimbursement to H-2B worker of visa and other related fees.

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).

SIXTEEN: Tools, Supplies and Equipment

The employer will provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned.

SEVENTEEN: Application Instructions.

Please inquire about the job opportunity or send applications, indications of availability, and/or resumes directly to the nearest local office of the California Employment Development Department, the Metro Career Center, 4389 Imperial Ave. South Metro Career Center Bldg. San Diego, CA 92113, phone: 619-266-4200, https://workforce.org/jobseekers , refer to Job Order Number: PENDING

EIGHTEEN:

This job order, including its wage and working terms and conditions, is contingent upon prevailing legal interpretations of federal H-2B immigration and FLSA employment law, including Department of Labor and Department of Homeland Security regulations. If any such prevailing law is rescinded, superseded, vacated, or substantially modified, then any affected portion of this job order will be similarly modified.