

## **9142B F.a.1) SWA JOB ORDER**

### **ONE: Employer Name and Contact Information**

Business Name: North American Midway Entertainment –Southeast LLC

Physical Address: 109 South Main Street, Farmland IN 47340

Mailing Address: 109 South Main Street, Farmland IN 47340

FEIN: [REDACTED]

Employer Job Phone Number: 519-756-2111 ext 241

Employer Job Email: mwhorpole@namidway.com

Employer Job Web Portal:

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

Number of job openings to be filled: 229

### **THREE: Job Opportunity**

Job Title: *Amusement & Recreation Attendants, itinerant carnival.*

Duties: *Perform variety of attending duties at traveling carnival. Set up, tear-down, operate amusement rides, food concessions and game concessions.*

The OFLC ETA requested detail on specific portions of these job duties.

***Amusement Rides set up & tear down:*** *Mobile amusement rides are trailer mounted. A supervisor would position the trailer(s) at a specific location on the grounds, unhitch the power unit from the trailer, & move the power unit away from the ride. All of the pieces of the ride would travel on the same trailer(s) & be located proximate to their position when the ride is in operation. Work would be performed by individual workers as members of a team, with some tasks being performed individually & some collectively. Restraints holding pieces of the ride while in transit would be released. Ride platform (if any) would be lowered & leveled. Track or railing (if any) would be positioned & connected. Sweeps, supports, bars, pins would be positioned & connected. Cars, Seats, Bench or Carriage (method of conveyance for this particular ride) where patron would stand or sit while on the ride would be positioned & connected. Fencing, signage, ticket collection boxes & illumination would be positioned. Teardown would simply be these duties being handled in the reverse order & items being stored & secured for transit to the next location. May include moving/positioning, maintenance, repairs and refurbishment of equipment.*

***Food Concessions set up & tear down:*** *Mobile food concessions are typically mounted in a trailer. A supervisor would position the trailer(s) at a specific location on the grounds, unhitch the power unit from the trailer. The awnings covering the windows during transit would be raised & secured. Items such as trash cans, screens, tables that may be positioned outside of the trailer but carried inside of the trailer during transit would be manually moved from inside the trailer to outside. Trailer would be cleaned, sanitized & stocked with supplies for the event. Any counters, guidance railings,*

*signage, decorations would be positioned outside of the trailer. Condiment dispensers, napkin dispensers & trash containers would be set up outside of the trailer. Typically the fair or event maintains the tables & chairs for patrons, but in some instances the worker may set up a limited number of chairs & tables for patron use. Teardown would simply be these duties being handled in the reverse order & items being stored & secured for transit to the next location.*

***Game Concessions:*** *Mobile game concessions are typically mounted in a trailer. A supervisor would position the trailer(s) at a specific location on the grounds, unhitch the power unit from the trailer, & move the power unit away from the game concessions trailer. The awning that is closed during transit would be opened. Gaming items (air guns, water guns, darts, etc., as appropriate for the game) would be positioned. Plush toys and/or game appropriate prizes would be positioned / displayed. Signage, illumination, seating (if any), railings (if any), fencing (if any) would be positioned. Teardown would simply be these duties being handled in the reverse order & items being stored & secured for transit to the next location.*

***To clarify the portion of the job duties that includes operate mobile food concessions stand:*** *On a carnival midway, when there is a mobile food concessions, a stand is limited to selling only one or two specific items, such as cotton candy, popcorn, turkey legs, roasted corn, or other specialty foods. The food is prepared in a production line, where an individual may only perform one task, such as measuring corn & oil into a popper. The next individual would salt & bag. The next individual would choose correct bag as per customer order & hand to teller. The next individual would have taken order, taken money, made change & then hands order to client.*

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: 10/1/2024

Anticipated End Date of Job Opportunity: 6/8/2025

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 Hillsborough County FL with additional work to follow in various locations along an itinerary with venues in: Tulsa County OK; Pulaski County AR; Mobile County AL; Caddo Parish LA; Hillsborough County FL; Randolph County, IN; Hidalgo County TX; Hinds County, MS; Miami Dade County FL; Starr, Webb, Zapata Counties TX; Washington County MS; Leon County FL; Dougherty County GA; Allen County IN; Dawson County GA; Leflore, Harrison, Rankin Counties, MS; Henry

County GA; Macomb County MI; Knox County TN; Howard County IN; Simpson County MS; McLean County IL; Lafourche Parish LA; Davidson County TN; Oakland County MI; Hamilton County IN; Cook County IL; St Louis MO; Williamson County TN; Williamson County IL; Racine County WI; Jefferson Parish LA; Rock County WI; Sangamon County IL; Wayne County MI; Wayne County IL;

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 \$10.28 to \$15.10, as per the prevailing wage determination.*

*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 weekly basis.*

**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 \$15.88 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 \$15.88 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 Florida Department of Economic Opportunity*

*CareerSource Tampa Bay, 9350 Bay Plaza Boulevard, Suite 121, Tampa, FL 33619, Phone (813)930-7832*

Applicants can locate their nearest Florida Department of Economic Opportunity CareerSource Office at: <http://lcd.floridajobs.org/>

and can apply for the position here: <https://www.employflorida.com>

*refer to Job Order Number refer to Job Order Number (TO BE PROVIDED BY SWA)*

**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.