



Foreign Labor Certification H-2B Job Order Submission

Email completed forms to:
h2b.joborders@commerce.nc.gov

MANDATORY EMPLOYER ASSURANCES: By submitting this Job Order, the employer assures:

- a. **Prohibition against preferential treatment** - The employer offers 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. This does not relieve the employer from providing to H-2B workers at least the minimum benefits, wages, and working conditions which must be offered to U.S. workers.
- b. **Bona fide job requirements** - The job qualifications and requirements are bona fide and consistent with the normal and accepted qualifications and requirements imposed by non-H-2B employers in the same occupation and area of intended employment.

Tell us about this position... (Please complete ALL appropriate fields as we will not be able to post incomplete orders.)			
Employer (Company paying the wages): Powers and Thomas Midway Entertainment, LLC			
Job Title/Occupation: Carnival Worker		O*NET code: 71399	
Federal tax ID: <i>Required for all job orders.</i>	NC UI tax ID: 06303796 <i>Required for all job orders.</i>		
Main/Corporate Contact Information			
Contact Person: Tracy Thomas		Title: Co Owner	
Mailing Address: PO Box 11341			
City: Wilmington		State: NC	Zip: 28404
Phone: (585)303-2618	Alternate Phone:		
Fax:	Email: pgamtracy@yahoo.com		
Job Location/Worksite Information (if different from above)			
Job Location Contact Person: Tracy Thomas		Title: Co Owner	
Physical Address: 7741 Bonaventure Dr			
City: Wilmington		State: NC	Zip: 28411
Phone: (505)303-2618	Alternate Phone:		
Fax:	Email: pgamtracy@yahoo.com		
Job Details			
Number of Positions: 30		Keep Job Order Open Until: 02/15/2023	
Expected start date of job: 03/08/2023		Expected end date of job: 11/06/2023	
Type of Job: <input checked="" type="checkbox"/> Full-Time (30+ hours) <input checked="" type="checkbox"/> Temporary <input checked="" type="checkbox"/> Seasonal <input type="checkbox"/> Part-Time (<30 hours)			

Prince William and Spotsylvania Co.'s, VA.; Prince Georges and Montgomery, Co's., MD. Travel provided to all events as per itinerary. Must commute from home at prior worksite to next worksite. Optional transportation to worksites provided at no cost to the worker. Work is performed outside in all weather.

Employer reserves the option to provide additional compensation for performance/tenure or may increase wages based on changes in market conditions. No education or experience required. Pay received weekly, single workweek used for computing wages. Employer will make all deductions from worker's paycheck required by law. Employer's optional shared housing (\$120/wk.) is available for wage credit and/or deduction, or any lesser amount to the maximum extent not prohibited by law. Employer will pay the cost of this housing to the extent such cost would reduce pay below the offered wage rate for the areas of intended employment. Local convenience travel valued at (\$20/wk.), and food available for wage credit and/or deduction, or any lesser amount to the maximum extent not prohibited by law.

Employer will provide workers at no charge all tools, supplies, equipment and uniform required to perform job. On the job training provided.

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).

Allowed costs of inbound transportation provided (including meals and, to the extent necessary, lodging) to the place of employment, if the worker completes 50% of the work contract period, employer will arrange and pay directly for transportation and subsistence from the place of recruitment to the place of work. Upon completion of the employment period or where the worker is dismissed early, the 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 or where the employer has appropriately reported a worker's voluntary abandonment of employment. 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 at least \$14.00 per day during travel to a maximum of \$59.00 per day with submission of receipts at the applicable exchange rate not to exceed reasonable costs by check within first pay period during travel to the U.S. All transportation costs are to be preapproved. If necessary, employer will reimburse worker within first pay period for approved cost of meals and lodging at the applicable exchange rate, not to exceed reasonable costs. Receipts must be submitted.

The job requires that the applicant be qualified, ready, willing, able, and available to perform during the entire employment at the designated worksites under adverse weather; to enter into and comply with employment contracts; to follow workplace rules; and to meet job performance standards. Must comply with grooming requirements and dress code. Subject to discharge for cause. Must be willing to work up to 7days/wk. Post-employment / post-injury or incident and reasonable suspicion drug test required, paid by employer and applied equally to all workers, U.S. and foreign/H-2B. Applicants must cooperate with and complete job application and interview truthfully.

This job order, including its wage and working terms and conditions, is intended contingent upon prevailing U.S. immigration law, including Department of Labor and Department of Homeland Security regulations. If any such prevailing law is enjoined, invalidated, rescinded, superseded, vacated, or substantially modified, then the parties will re-negotiate in good faith any affected term.

Inquire about the job opportunity, send a resume indicating availability directly to your nearest North Carolina State Workforce Agency Office. NCWorks Career Center - New Hanover County, 1994 S. 17th Street, Wilmington, NC 28401/PH. 910-251-5777. www.ncworks.gov. EOE/M/F/D/V.

Job Application Method

Check all the methods that individuals may use to apply for this job.

Apply via NCWorks Online (which will require follow-up by Employer via NCWO):

Provide a NCWO Resume Provide a NCWO (Generic) Application At local NCWorks Career Center

Apply **directly** to employer via:

Phone Fax In Person Email Resume Mail Resume

Via Company or application Website (include <http://> or <https://>) Employer phone number (585) 303-2618 or inquire about the job opportunity, send a resume indicating availability directly to your nearest North Carolina State Workforce Agency Office. NCWorks Career Center - New Hanover County, 1994 S. 17th Street, Wilmington, NC 28401/PH. 910-251-5777. www.ncworks.gov. EOE/M/F/D/V.

Any specific application instructions or details to share with candidates?

USDOL Assurances Compliance

Employer Provided Items (required):

The employer will provide workers at no charge or deposit charge all tools, supplies, and equipment required to perform the duties assigned.

Three-fourths Guarantee (check ONE):

The anticipated period of employment will last 120 days or more. The employer guarantees to offer work for a total number of hours equal to at least three-fourths of the workdays in each 12-week period of the total employment period.

The anticipated period of employment will last less than 120 days. The employer guarantees to offer work for a total number of hours equal to at least three-fourths of the workdays in each 6-week period of the total employment period.

First Workweek Guarantee (required):

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 (required):

- Transportation for H-2B Visa workers and non-commuting United States Domestic Workers (citizens and holders of visas that allow work in the U.S.), including meals and lodging to the extent necessary, to the place of employment will be provided, or its cost to workers reimbursed, if the worker completes half the employment period. Return transportation will be provided if the worker completes the employment period or is dismissed early by the employer. Upon completion of the work contract or where the worker is dismissed earlier, the employer will provide or pay for worker's reasonable costs of 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 or where the employer has appropriately reported a worker's voluntary abandonment of employment. The amount of transportation payment or reimbursement will be equal to the most economical and reasonable common carrier for the distances involved. Daily meals will be provided at a rate of at least \$14.00 per day during travel to a maximum of \$59.00 per day with receipts.

Board, Lodging or Fringe Benefits (check all that apply):

If applicable, the job order must disclose the provision and cost of any board, lodging, or other facilities, including fringe benefits or assistance to be provided to the H-2B or non-commuting U.S. Domestic Workers in securing such benefits.

- Employer does not provide workers daily board (food). Workers are responsible for obtaining and preparing their own food.
- Employer provides workers free daily board (food) at no charge to the workers. Additional details/specifics regarding Board, Lodging or Fringe Benefits:
- Employer provides workers daily board (food) and charges \$ See Attached Job Order per day.
- Employer does not provide workers with lodging. Workers are responsible for finding and paying for their own lodging including utilities.
- Employer does not provide workers with lodging but will assist workers to find lodging. Workers are responsible for paying for their own lodging including utilities.
- Employer provides workers free lodging at no charge to the workers.
- Employer provides workers lodging and charges for rent and/or utilities.
\$ per: day 2-week pay period month

Daily Transportation (check all that apply):

- Daily transportation to and from the worksite(s) will not be provided; Workers will provide their own transportation.
- Daily transportation to and from the worksite(s) will be provided to the workers from a centralized designated daily pick-up place.
- Employer will provide transportation for free, at no charge to the workers.
- All employer-provided transportation complies with all applicable Federal, State, and local laws and regulations and must provide, at a minimum, the same vehicle safety standards, driver licensure requirements, and vehicle insurance as required under 49 CFR parts 390, 393, and 396.
- The employer will charge the workers \$ per round trip.



Powers and Thomas Midway Entertainment, LLC, 7741 Bonaventure Dr., Wilmington, NC 28411; (585) 303-2618 - 30 temporary full-time Carnival Workers from 3/8/23 – 11/6/23.

Perform a variety of attending duties at amusement or recreation facility. Sell and collect tickets/fees, assist patrons; erect, take down, operate/attend amusement booths and maintain equipment; rides and games; make change; sell and serve food. Provide assistance to patrons entering or exiting amusement rides. Maintain inventories of equipment, storing/retrieving items and assembling/disassembling equipment as necessary. Monitor activities to ensure adherence to rules and safety procedures. Prepare food such as cotton candy, candy apples, popcorn, funnel cakes, ice cream, milkshakes/sundaes, lemonade and various fountain drinks. Set up - stock/clean and ready for service, tear down - pack up stock and close down booth, heavy lifting and physically mobile, operate amusement rides, games and concession booths. Hours, schedule and days vary - typically working a 9-hour shift between 10:00am – 11:00pm (sample shift time: 10am-7pm, 1 hour unpaid break); 35 - 48 hrs./wk. extra hours may be required or available, may include weekends and holidays. Work needs (i.e., hours, days, schedule, location, and work positions) vary. Work needs subject to industry practice and are not guaranteed per day, per week, per schedule, per location, or per worker, e.g., rainouts, brief periods without scheduled events, event dates and hours set by agreement with sponsor and subject to change (based upon adverse weather, hours of operation, day of the week, attendance, size of the event, school schedules, amount of equipment in operation, staffing, etc.), and unforeseen cancellations. In the event of approved, overlapping events, work needs may cause workers to be adjusted.

Pay varies based on location of each worksite, \$9.24 - \$15.23 an hour. In Georgia, Pennsylvania, Maryland, South Carolina and Virginia no overtime premium will be paid as it is not required under Federal, State, or local law. In New York and North Carolina an overtime premium will be paid when required by Federal, State, or local law, including at time-and-a-half after 40 hours per workweek. Generally, when overtime is available it will be paid at \$15.09 - \$22.85 per hour based on locality the work is performed and the base rate of pay offered per hour.

Merit/sick pay savings program, wage pre-pay at employer discretion. Travel required and provided to work in Effingham Co., GA; Alamance, Cabarrus, Johnston, New Hanover, Rowan, Wayne and Wake Co.'s, NC; Cattaraugus, Chautauqua, Dutchess, Erie, Monroe and Niagara Co.'s, NY; Butler, Chester, Elk, Lawrence, Luzerne, Mercer and Warren Co.'s, PA; Charleston and Orangeburg Co.'s, SC; Prince William and Spotsylvania Co.'s, VA.; Prince Georges and Montgomery, Co.'s., MD. Travel provided to all events as per itinerary. Must commute from home at prior worksite to next worksite. Optional transportation to worksites provided at no cost to the worker. Work is performed outside in all weather.

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