



## 2015 Work & Travel Employment Terms and Conditions

Compliance with all terms outlined in this agreement is required for employment with Premier Aquatics.  
Candidates must read, fully understand and keep a copy for their reference.

Terms & Conditions presented are valid only for candidates who comply with Job Offer / DS-2019 start and end dates.

Failure to report to your workplace on-time and in accordance with these dates will result in a revocation or cancellation of your Job Offer.

### JOB OFFER

#### 1st Year Lifeguard:

**\$8.00 / Hour**

- Hourly wage is paid at \$8.00 / hour.
- Average hours per week: 40 - 50 (Hours vary based on individual performance, housing requests and arrival date.)
- Overtime hours paid at \$12.00 / hour.

#### \*2nd Year Lifeguard:

**\$8.25/ Hour**

- Hourly wage is paid at \$8.25 / hour
- Average hours per week: 40 - 50 (Hours vary based on individual performance, housing requests and arrival date.)
- Overtime hours paid at \$12.37/ hour.
- **2<sup>nd</sup> Year lifeguard salary is only offered to returning employees of Premier Aquatics. Lifeguards who have not previously worked for Premier Aquatics will be considered 1<sup>st</sup> year lifeguards.**

#### \*Pool Manager:

**\$9.00 / Hour**

- Hourly wage is paid at \$8.00/ hour, plus a \$1.00 bonus for every hour worked between 5/23/2015– 9/7/2015.
- Pool assignment must have a minimum of 3 lifeguards on duty at all times.
- Pool Manager may be assigned to work at various multi-guard facilities, however Pool Manager salary will only be paid at pools where 3 or more lifeguards are on duty.
- Minimum average hours per week: 50
- Overtime paid at \$12.00/Hour
- Bonus payment will be determined based on overall work performance.
- To be eligible for the bonus, employee must work contracted dates, including **9/5, 9/6 and 9/7/2015**. Any employees who do not work on these dates will not be eligible for the bonus.
- Bonus checks for eligible employees will be issued on 10/17/2015.

**\* Pool Manager salary is only offered to returning employees of Premier Aquatics. Lifeguards who have not previously worked for Premier Aquatics will be considered 1<sup>st</sup> year lifeguards**

*The average number of hours is calculated by adding all hours worked during the summer starting from 5.23.2015 and ending on 9.7.2015; then dividing that number by the total number of full weeks an employee worked.*

*Employees can expect a lower average number of hours during the period between 5.23.2015 and 6.17.2015.*

*More hours will be available during the period between 6.18.2015 – 8.1.2015*

*The highest number of average hours will be available during the period between 8.2.2015 – 9.7.2015.*

*Premier Aquatics Management team will ensure that all Work & Travel Participants will meet the minimum average of 40 hours worked through 9.7.2015.*

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### Lifeguard Swimming Requirements

Lifeguard Training teaches you the skills and knowledge necessary to respond to aquatic emergencies, including First Aid and CPR/AED for the Professional Rescuer with a focus on being professional, proactive and prepared to respond.

**Candidates must be able to pass a pre-course skills evaluation that requires you to:**

 **Swim 300m continuously, using these strokes in the following order:**

- 100 meters of front crawl using rhythmic breathing.
- 100 meters of breaststroke using a pull, breathe, kick and glide sequence.
- 100 meters of front crawl or breaststroke or a combination of both.

 **Brick Retrieval**







- Starting in the water, swim 20m using freestyle or breaststroke.
- Surface dive 2 – 3m, retrieve a 5kg object and return to the surface.
- Swim 20m back to your starting point with both hands on the object.
- Exit the water without using steps or a ladder.

 **Tread Water**

-  **Tread water for 2 minutes using only the legs. You should place your hands under your armpits.**

*Upon successful completion of the Lifeguard Training course, participants will receive certification cards valid for 2 years.*

## LIFEGUARD RESPONSIBILITIES:

-  The primary responsibility of a PremierGuard is to ensure the safety of themselves and all pool visitors.
-  Perform basic facility maintenance and cleaning duties at your swimming pool; which includes:
  - ✓ **Cleaning Pool deck**
  - ✓ **Cleaning Bathrooms**
  - ✓ **Cleaning the Guard Office**
  - ✓ **Cleaning Pump Room**
  - ✓ **Other cleaning and Trash removal as necessary**
-  **Always complete all opening and closing procedures according to Premier Aquatics guidelines.**
-  **Complete all daily shift responsibilities such as:**
  - ✓ Control of water quality and chemistry.
  - ✓ Operation of pool filtration system.
  - ✓ Enforce all facility rules and follow PremierGuard Code of Conduct to prevent accidents and promote safety.
  - ✓ Be ready to recognize and respond to emergencies according to the American Red Cross Standards.
  - ✓ Any additional duties and tasks assigned by Pool Manager, Supervisor, and Premier Aquatics Management Staff.
-  **Display characteristics of a professional lifeguard by always demonstrating mature, positive and courteous behavior.**
-  **Always abide by the PremierGuard Code of Conduct.**

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### Expenses

#### UNIFORM

- *FREE* if you pass the Lifeguard Training Course and begin work on **5/23/2015** and work through and on **9/7/2015**.
- \$75 if you do not work from **5/23/2015** through and on **9/7/2015**.
- Male uniform includes 2 T-Shirts, 1 Pair of swim trunks, 1 whistle & lanyard.
- Female uniform includes 2 T-Shirts, 1 one piece swimsuit, 1 Pair of shorts, 1 whistle & lanyard.

**ALL EMPLOYEES ARE REQUIRED TO PURCHASE A NEW UNIFORM PACKAGE PRIOR TO STARTING WORK. THIS INCLUDES RETURNING EMPLOYEES / SECOND TIMERS.**

#### LIFEGUARD TRAINING:

- **DISCOUNTED** OPTION 1: \$200.00 Lifeguard Training will be offered in the following countries and will be mandatory for all students to attend prior to their arrival in the United States:

- UKRAINE
- MOLDOVA
- TURKEY
- POLAND

*\*If Premier Aquatics is unable to organize a Lifeguard Training course in the above mentioned countries, candidates will be permitted to choose Option #2.*

- **DISCOUNTED** OPTION 2: \$250.00 If Premier Aquatics does not offer a Lifeguard Training Course in your home country, and you must pass Lifeguard Training in the United States.
- **DISCOUNTED** OPTION 3: Candidates from Slovakia and the Czech Republic will be offered Lifeguard Training in their home country, organized by the local agency. Price starts from € 299.

**NOTE: The full price of Lifeguard Training is \$500.00. If you abandon your position or quit without providing customary two weeks notice, you will be responsible for the remaining balance of the cost of Lifeguard Training.**

#### POOL OPERATOR CERTIFICATE:

- ALL PREMIER AQUATICS EMPLOYEES ARE REQUIRED TO OBTAIN THE POOL OPERATORS CERTIFICATE REQUIRED IN THEIR JURISDICTION OF EMPLOYMENT.
- This is required in addition to the Lifeguard Training and CPR certificates.
- **IT IS HIGHLY RECOMMENDED THAT ALL CANDIDATES STUDY THESE MATERIALS THOROUGHLY TO AVOID MULTIPLE FAILURES. EACH ATTEMPT TO PASS THE TEST WILL COST \$75.00.**
- Pool Operator License information is based on current Health Department and Government Regulations. These regulations are subject to change without notice.

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### Housing

#### \$105.00 /Week Per Person

- All first year employees are required to stay in housing arranged by the Premier Aquatics.
- \$105.00 per week will be deducted from your paycheck for housing. This fee includes furniture, cooking utensils and utilities.
- Furniture is provided for every apartment.
- The first week of your rent will cost \$50, regardless of arrival date. Each week begins on Saturday, and ends on Friday. Starting from the second week, corresponding with payroll dates, thereafter will be charged at the full rate of **\$105.00**. This includes your last week in your accommodations.
- No matter which day you move out of your accommodations, you will be charged for the **ENTIRE** week of rent.
- Housing end dates will be calculated based on DS-2019 end dates, and students will be obligated to work through the end of their contracted DS-2019 dates.
- Students may choose to move-out of Premier Aquatics after 9/7/2015 but before the end of their DS-2019 work authorization, but not earlier.
- Any adjustments to move-out dates must be received in writing via e-mail to [premieraquatics@gmail.com](mailto:premieraquatics@gmail.com) before 8/1/2015. No changes will be permitted after this date, and no refunds will be made.
- All apartments will have telephones provided. These phones are pre-paid mobile phones that are to remain inside the apartment **AT ALL TIMES**.
- Groups of up to 4 students can work for Premier Aquatics. We will accept requests for up to 4 students to live in the same apartment, however we can only guarantee a **MAXIMUM** number of students of 2 students to live in the same housing together. Requests for any additional students will be considered but are **NOT** guaranteed. All housing requests must be received no later than May 1, 2015 or they cannot be guaranteed.
- **Housing is located in the Washington, D.C. Metropolitan area. This means housing locations will be spread over a 70 mile radius with no guarantee of close proximity to a particular city.**

#### SECURITY DEPOSIT:

\$200.00

- Each employee is required to pay a \$200.00 security deposit. Of this \$200.00, *only \$100.00* is refundable if the apartment is left in good condition.
- Security Deposits will be returned to the employee after they have been returned to Premier Aquatics from each property. Therefore Security Deposit checks will not be issued prior to employee's departure to their home country. The checks will be mailed to the addresses provided by each employee no later than 1/1/2016.
- The amount returned from each Security Deposit will be determined after an inspection from each Apartment Property Manager. The amounts for damages to the apartments are not calculated or deducted by Premier Aquatics, with the exception of trash removal. If Premier Aquatics is required to clean or remove any garbage left behind in an apartment, the employee will lose their entire deposit.

#### TRANSPORTATION:

- It is your responsibility to travel to your worksite on-time. You may choose to walk, use public transportation, or purchase a bicycle.
- If you choose to purchase a bicycle, you should expect to spend approximately \$100.
- If your worksite changes during the summer you must purchase a bicycle if it is necessary to travel to work on-time.
- If an employee needs to purchase a bicycle to travel to work on-time, it is the responsibility of the employee to purchase, maintain and repair their bicycle. As a courtesy when possible, Premier Aquatics will assist employees to find a bicycle to purchase.
- If there is bad weather, it is the employees' responsibility to secure transportation to and from work.
- If you are temporarily provided with transportation from Premier Aquatics to your worksite due to a schedule change; you should expect to be prepared to leave home at least 2 hours before your scheduled shift as well as wait for your company provided transportation up to 2 hours after your shift ends.

#### TEMPORARY ACCOMMODATIONS / WORKSITE:

- Although housing requests will be considered and honored when possible; employees may be placed in temporary apartment assignments for 2 weeks or more prior to moving to their permanent accommodations.
- It is likely that employees will be assigned to more than one worksite throughout their term of employment with Premier Aquatics. Worksite or city specific requests will be considered, but not guaranteed.
- After 9/7/2015, students may be required to transfer their apartment assignment based on availability of hours.

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### Payment of Salary

#### PAYCHECKS:

- All money including rent, uniform, Security Deposit or Lifeguard Training fees (if you did not pay for the course in your home country) will be deducted from your paycheck. *By signing this document, you hereby agree to allow Premier Aquatics to deduct these costs deducted from your paycheck.*
- Based on the amount of your deductions, you should expect your paychecks to be smaller at the beginning of the season, and larger towards the end of the season.
- Paychecks will be issued bi-weekly on scheduled payroll dates and **delivered by mail**. Paychecks **CANNOT** be issued prior to the scheduled payroll dates. This includes **final paychecks, security deposit refunds and bonus checks**. This means you will most likely receive your final paycheck after you leave the United States and return to your home country.
- Rent deductions will be made according to the pre-authorized deduction amount agreed upon in each student's housing agreement.
- If your check is not delivered due to postal service delay, it can be re-issued no earlier than 7 days from the original issue date.

#### FINAL PAYCHECKS:

To receive your final paycheck there are two options:

- The check can be mailed to an address you provide either in your home country or in the U.S.A.  
—OR—
- For a \$5.00 fee Premier Aquatics will deposit your final check to a local bank account based in the United States that is registered under your name. This service can take up to 10 business days; therefore your check will not be deposited on the exact issue date.

Note that if you choose to have your final checks mailed to your home country and they are not delivered for any reason there is a \$55.00 check re-issue fee that will be deducted from the original check amount. This process can take up to a minimum of 30 days.

#### EMPLOYEE WARNING PENALTIES / TERMINATION:

- Employee must always be in compliance with PremierGuard Code of Conduct\*.
  - Violations of the PremierGuard Code of Conduct\* will result in the following action:
    - **First written warning:** Employee will face minimum, up to a 5 day suspension from work.
    - **Second written warning:** Employee will face up to a 1 Week suspension from work.
    - **Third written warning:** Employee be removed from the schedule until further notice, and/or face termination.
    - **Cause for termination includes, but is not limited to:**
      - Engaging in illegal behavior while on duty.
      - Sleeping while on duty.
      - Violation of the PremierGuard Safety Code of conduct.
      - Engaging in illegal behavior while on the premises of Premier Aquatics' employee housing.
- If an employee breaks their contract with Premier Aquatics or is terminated (i.e. Does not work through the end of their DS-2019 dates); employee will be responsible for:
  - **All unpaid rent for the time you lived in Premier Aquatics (total amount agreed upon in Employee Housing Agreement )**
  - **Full Training fees if not already paid. (Lifeguard Training \$500 and/or Pool Operator \$75)**
  - **Uniform (\$75)**

These fees will be deducted from any unpaid salary or security deposits collected.

**ANY EMPLOYEE WHO BREAKS THEIR CONTRACT WITH PREMIER AQUATICS OR IS TERMINATED WILL BE IMMEDIATELY REPORTED TO THEIR DESIGNATED J1 VISA SPONSOR.**

\*PremierGuard Code of Conduct can be found in this agreement or online at <http://premieraquatics.com>

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### Additional Information

#### **RAIN POLICY:**

- In case of bad weather; such as rain or cold, Premier Aquatics reserves the right to close the facility where you work.
- Should the facility where you work be closed for either your entire shift or a portion of your scheduled shift, you will not be paid for the time during which the facility is closed.
- When your pool is closed due to bad weather, you may be called back to work if weather conditions for the area improve. All staff should remain available in the event a facility does re-open.
- If your facility is closed or you are sent home due to inclement weather, the hours you were scheduled to work will be included in your overall average and will not be re-scheduled.

#### **ARRIVAL:**

- Requests for pick-up from the airport will be honored when possible.
  - Hours available for pick-up are as follows:
    - \* **10:00 A.M. (10:00) - 9:00 P.M. (21:00)**
    - \* **If you arrive before or after these hours, you will need to organize your own transportation and accommodations.**
- All passenger arrival information MUST be submitted to Premier Aquatics via your Aquanet Account no later than one month prior to the start date indicated on your DS-2019 form.
- Submit any questions to [PremierAquatics@gmail.com](mailto:PremierAquatics@gmail.com). DO NOT SEND ARRIVAL INFORMATION VIA E-MAIL.
- Only information submitted via your Aquanet account will be confirmed.
- Any changes to arrival details must be re-submitted via your Aquanet account.
  - **If arriving to Washington Dulles Airport (IAD) you must wait inside next to the international arrival gate after customs and baggage claim until a Premier Aquatics staff member meets you.**
  - **If arriving to Reagan National Airport (DCA) on a connecting flight from another city in the U.S. you must wait outside the building after going to baggage claim. A vehicle with a Premier Aquatics sign will pick you up there.**
  - **If you fly to New York City and choose to use a bus to travel to Premier Aquatics you must purchase your ticket by Greyhound Bus Service to the Springfield, VA Station.**  
<http://greyhound.com/scripts/ticketcenter/terminal.asp?city=331045>  
**A member of Premier Aquatics Staff will pick you up at the bus station.**
- \* **If you choose to travel to a different bus station other than the one listed here you will be responsible for your own transportation to Premier Aquatics Office, which opens at 9:00 A.M.**
- **All students should expect to wait up to 4 hours for pick-up in any of these situations.**





## PremierGuard Safety Code of Conduct

- 🌀 Always wear proper uniform when on duty, including whistle.
- 🌀 Enforce all posted pool rules by speaking clearly, using appropriate language, and enforcing pool pass rules.
- 🌀 Lifeguards must always sit in the designated location for proper patron surveillance:

### Single-Guard facilities:

Lifeguard must be in the designated surveillance  
Position with one foot on the coping stone if there is  
at least one swimmer in the pool.

### Multi-Guard Facilities:

1 Lifeguard ***MUST ALWAYS*** be in the chair  
when swimmers are in the pool.  
***This includes break times/adult swim!***

- 🌀 Never, for any reason, leave your area of responsibility or your pool unattended. All lifeguards must be able to quickly recognize and respond to emergencies.
- 🌀 Safety equipment (rescue tube/backboard) must be within arm's reach or easily accessible from your designated position.
- 🌀 When swimmers are in the pool you must actively scan the water and monitor activity on the deck.
- 🌀 Always carry your original Lifeguard Training, First Aid, CPR and Pool Operator certifications.
- 🌀 NO SMOKING
- 🌀 Lifeguards are not permitted to bring laptop computers to the pool, use a laptop computer or use the business centers at any facility while on duty.
- 🌀 Use of mobile phones, iPods, iPads, etc. for personal use while on duty is strictly forbidden.
- 🌀 Use of the pool phone is strictly limited to clocking in/out, calling the main office, contacting my supervisor or calling 911. No long distance or overseas phone calls are permitted. Should Premier Aquatics be notified of damaged phones or phone charges at a pool where I am on duty, I will be held responsible for any fees or damages charged to Premier Aquatics. I understand these charges will be deducted from my paycheck.
- 🌀 Lifeguards are not permitted to use Premier Aquatics' facilities on their day off unless they are a resident of the property they wish to access.



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## Universal Swimming Pool Safety Rules

- 🌀 Only United States Coast Guard approved flotation devices are permitted in the pool.
- 🌀 NO diving, except in designated diving areas.
- 🌀 NO RUNNING.
- 🌀 NO horseplay (NO sitting on shoulders, NO dunking, NO pushing, Etc.)
- 🌀 NO glass containers permitted in pool area.
- 🌀 NO foul language.
- 🌀 Children **MUST** be supervised at ALL times by a parent or guardian. Children must be within arm's reach of a parent or guardian.
- 🌀 Food permitted only in designated areas.
- 🌀 NO hanging or sitting on the ropes.
- 🌀 Management and Lifeguard staff reserves the right to amend or add rules at their discretion.





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## UNAUTHORIZED TELEPHONE USAGE

Long distance, overseas and toll charge phone calls are strictly forbidden at ALL Premier Aquatics facilities. If unauthorized phone calls are placed, all charges will be deducted from your paycheck.



**DO NOT MAKE LONG DISTANCE OR INTERNATIONAL  
PHONE CALLS FROM A POOL TELEPHONE!**