

Pool Management Group, Inc

LIFEGUARD EMPLOYMENT AGREEMENT

Pool Management Group, Inc. (Company) agrees to employ _____ (You)

As a Lifeguard from _____, 2008 to _____, 2008.

Pool Management Group agrees to:

- Pay you **\$X.XX** per hour (gross pay, before taxes) for the first 40 hours you work each week and to pay you time-and-a-half (**\$XX.XX**) per hour for all hours over 40 hours in any week. Additionally, you can earn an end of season bonus of up to \$.40 per hour for each hour worked. **You will only be paid for time that you actually work.**
- Schedule you to work an average of 45 – 60 hours per week, until September 6 then schedule you to work an average of 35 hours per week until September 30. The actual number of hours in any given week could vary depending on the needs of the business. The pool at which you work might change during the summer, and you might work at more than one pool each week.
- Locate housing for you in the U.S. **You are responsible for paying for your housing and transportation to your job site.**
- We will find you housing that will cost not more than \$90.00 per person per week, when you are sharing the cost with at least three other people (roommates). This housing is for employees of Company only. No persons who are not employees of Company will be allowed to share this housing. Housing will be available beginning on your agreement start date until the end date on your agreement. Students who leave housing before the end of the lease will be responsible for any penalty fees or rent payments until the end of the lease. Housing may be inspected by PMG staff on a regular basis for damage and condition.
- Provide you with paid training in pool operation and pool safety **after you pass the Lifeguard Course**. You will not be paid for time spent in the Lifeguard Course. Depending on your date of arrival, you may have to wait up to two (2) days to begin work.
- Provide you with a Lifeguard Course and Lifeguard Uniform for a cost equal to your "Lifeguard Course and Uniform Deposit". You will not have any additional costs for training or uniform. Uniform includes one swimsuit, one tee shirt, one equipment pack and one whistle.
- Refund your \$175.00 "Lifeguard and Uniform Deposit" once you have completed the terms of this Lifeguard Agreement.
 - If you are denied a VISA or entry to the U.S. you will be refunded \$125.00 (less any money transfer or bank fees).
- Provide you with Professional Liability Insurance and Workers Compensation Insurance related to your work for Company.

You agree to:

- Have the cost of your housing deducted from your pay check.
- Attend and pass a lifeguard training class in _____ on the following date: _____
- Arrive in USA at least one (1) day before the start date listed on your agreement.
- Work through at least September 7.
- Work up to the high standards of a professional Lifeguard.
- Not to work a second job.
- Work the hours you are scheduled by Company each week.
- There is no pay for any time that you do not work, including Sick Days, Personal Leave, Rain Days, etc.
- Pay a PMG a **refundable \$175.00** "Lifeguard and Uniform" deposit before you begin your lifeguard training in Bulgaria.
 - \$175.00 will be refunded if you fail the prerequisite swim test or you can choose to attend a later course if one is available.
- Obtain and pay all costs related to acquiring a J-1 Visa and the costs of any other work or travel related documents.
- Report to Pool Management for work. If you fail to report you will be reported to CIEE and your visa will be cancelled.
- You are responsible for your transportation costs to USA.
- Apply for a Social Security Number after you arrive in the U.S. and provide PMG with the number and a copy of your S.S card.
- If you collect any money from patrons for swimming lessons or pool parties you will turn the money into us and then we will pay you for the work you have done.
- Not to take more than 7 days Personal Leave (vacation, sick days, etc.) during the summer, because the pools have to stay open. You may get regular days off each week in addition to these 7 days. No vacations will be allowed during Memorial Day Weekend, Fourth of July or

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Labor Day Weekend, or before June 4 or after August 8. There is no pay for time not worked.

- Arrange for your scheduled shifts to be covered if you take Personal Leave days.
- Be honest, ethical, and to do your best in this job.
- Company has work related policies and procedures to which you are required to adhere.

Other stipulations:

- No Smoking is allowed on the job site.
- You may not apply for or accept a second job from another pool company
- This job requires that you work weekends and U.S. Holidays.
- Paychecks are issued every two weeks.
- You must pass the Lifeguard Course before you can work for us. To start the course you must be able to dive to a depth of three (3) meters and retrieve a submerged weighted object, tread water for one (1) minute without using your hands (legs only), swim 50 meters with a rescue tube and 50 meters without a rescue tube (100) meters without stopping. To successfully finish the course you must be able to pass a written exam, demonstrate CPR and First Aid skills. All classes and tests will be given in English.
- Training, including the Lifeguard Course (unpaid) will last three (3) days. Company General Staff Meeting (paid) and Company Orientation (paid), will last up to two (2) days.
- If you are traveling with friends who will work for our Company, there is no guarantee that you will work at the same pool as your friends.
- You must provide us with 14 days notice as to your arrival date or we may not be able to help you with transportation from the Nashville airport or bus station.
- We do not provide any Medical Insurance. You receive some Medical and Travel Insurance through CIEE.

Termination of Employment:

Late arrival or unsatisfactory communication skills in English can be reasons for employment termination. Other reasons for termination can include:

- Failure to attend a scheduled shift or failure to cover a scheduled shift.
- Use of a cell phone while on duty.
- Sleeping or smoking on duty.
- Being under the influence of alcohol or illegal drugs while on duty.
- Conviction of any offence by a court of law.
- Misuse of a company vehicle
- Intentionally clocking in or out for shifts while not at the pool.

Repeated violations of minor offenses such as being out of uniform, poor performance, behavior at your housing may also be reasons for termination.

Accepted and agreed to on _____, 2008.

By: _____
Pool Management Group, Inc.

Lifeguard