## Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220

**From:** Bill Annand <BAnnand@hms-seaward.com>
**Sent:** Thursday, February 02, 2017 11:49
**To:** Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
**Cc:** Jerome Best
**Subject:** [Non-DoD Source] Parman Employee Agreement
**Attachments:** GTMO Employment Agreement.pdf

Elaine:

I met with LCDR Yeich this morning. We had a very good conversation. One thing he did ask me to do is send to you the Employment Agreement we had agreed to with Parman – which is attached.

Regards,


William H. Annand

President/COO

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# GTMO EMPLOYMENT CONTRACT

This Employment Contract executed and entered into by and between Seaward Services Inc., **Guantanamo Bay, Cuba** (hereinafter referred to as **Employer**), and the below named **Employee** (hereinafter referred to as **Employee**), provide for the following terms and conditions of employment.

| | |
|---|---|
| Employee Name: | |
| Permanent Address: | |
| Nationality: | FILIPINO |
| Classification: | |
| Point of Hire: | MANILA, PHILIPPINES |
| Job Location: | U.S. Naval Station, Guantanamo Bay, Cuba |
| Contract Start Date: | UPON DEPARTURE FROM MANILA -OR- |
| Contract Period: | Twenty Four (24) Months |
| Monthly Rate of Pay: | US$/MONTH |

## I GENERAL TERMS OF EMPLOYMENT

**(a)** **Employee** expressly represents that he is fully experienced, trained and qualified to perform the duties of the above-mentioned position and that he is physically and mentally fit to undertake the duties and responsibilities inherent thereto. This representation of professional skills and physical and mental fitness is material in the decision to accept **Employee.**

**(b)** **Employee** shall be utilized by **Employer** to perform work in the classification above at the location of the project. There is neither representation nor guarantee the **Employee** will be employed on any particular work or job classification. **Employer** will retain the right to relocate the **Employee** to other work areas belonging to the **Employer** in the event other priority work is assigned by the Government or there is insufficient work in the **Employee's** regularly assigned shop, division, or department at Guantanamo Bay, Cuba.

**(c)** **Employee** shall agree to abide within the Code of Ethics established for and by Employer, which provides each employee a foundation of responsible, professional and ethical principles to guide conduct. It is expected that **Employee** shall strive to attain the highest standard of job performance, conduct oneself in a spirit of fairness to other employees and customers, refrain from associating with or allowing the use of one's name with any enterprise of questionable character, avoid engagement in any transaction that might conflict with one's employment duties, build one's personal and professional reputation on merits of his or her own work, and not knowingly influence others to commit an act that is a violation of this Code.

**(d)** **Employee** agrees to comply with all laws, rules, regulations and customs applicable or prevalent at the Site of work and vicinity thereof, including but not limited to those contained in Employer policy & procedure manuals, handbooks, operating manuals and/or other policies in effect throughout the term of your employment and such other rules and regulations as **Employer** or the US Navy may establish from time to time with respect to personnel employed by **Employer** for Guantanamo Bay, Cuba.

**(e)** **Employee** shall agree to abide by **Employer's** drug and alcohol policy, and shall submit to required drug and alcohol testing as outlined in **Employer's** policy, including pre-employment, random, reasonable cause, post accident/incident, return to duty and follow-up. If **Employee** refuses testing following policy guidelines, fails to cooperate in the test, or tests positive for an illegal substance and/or alcohol, the **Employer** may terminate **Employee.**

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**(f) Employee** shall provide all personal clothing and personal effects, including dentures and spectacles, necessary to enable him to properly perform his job under this Agreement. The Company cannot and does not assume responsibility or liability for any **Employee's** personal articles and/or belongings at any time.

**(g) Employee** agrees that while he is employed by **Employer** under this Agreement he will not engage in any other work or occupation which would interfere with the **Employee's** normal work; that he shall devote his attention and best energies and abilities to the performance of the duties assigned to him by **Employer**; and that he shall at all times, while under this Agreement or on the US Naval Station, Guantanamo Bay, Cuba be subject to the direction and control of **Employer** representative.

## II MOBILIZATION/DEMOBILIZATION

**Employer** shall provide **Employee** with free transportation from Point-of-Hire to Job Location(s) at the commencement of this Contract and return to Point-Of-Hire upon satisfactory completion of this Contract. Transportation used by **Employee** shall be by such method, class, schedule, route and manner as **Employer** shall designate.

## III PROBATIONARY PERIOD

**Employee** shall be employed on a probationary basis during the first three (3) months of the Term of Employment. **Employer** may terminate this Agreement and the employment of **Employee** hereunder at any time during the probationary period, without any liability to **Employee** except to pay his wages up to date of termination, and to provide him return transportation to the Point-of-Hire.

## IV WORKING HOURS

The normal workweek shall consist of six (6) days per week and eight (8) hours per day. Actual working hours will be determined by **Employer**. **Employees** will be paid for actual hours authorized and worked at the hourly Rate of Pay. Overtime, when authorized in advance and worked, will be paid at the rate of one and one quarter (1-1/4) times the computed base hourly rate as long as it is in excess of forty-eight (48) regular hours per week.

## V ACCOMMODATIONS

**Employer** shall provide **Employee** with accommodations at no cost to **Employee.** Assignment to accommodations are controlled by the U.S. Government and **Employer.**

## VI MEALS

**Employer** shall provide three (3) meals per day or a food allowance of eleven dollars ($11.00) per day for all days in residence at Guantanamo Bay, Cuba.

## VII PAID VACATIONS

(a) **Employee** shall be eligible for fifteen (15) days paid leave per annum. Leave will be accrued but only available to be taken after completing two (2) years of service. At the completion of the two year contract **Employee** will be provided all accrued leave, up to thirty (30) days maximum of paid leave and thirty (30) days leave without pay (LWOP) for a total of sixty (60) days off between contracts. When utilizing this leave, **Employer** shall provide **Employee** with transportation consisting of one trip from Job Location to Point-of-Hire and one return trip from Point of Hire to Job Location at end of leave.

(b) **Employer** shall have the right to adjust or reschedule **Employee's** vacation to an earlier or later period to ensure the delivery of reliable and timely services to the customer. Employees whose vacations are adjusted or rescheduled are eligible for pro-rated vacation based upon the number of vacation days accrued at the time of their leave.

(c) **Employee** who has agreed to a contract extension may be allowed to accumulate vacation leave for a period of two (2) years with the consent of Project Management.

## VIII OTHER EXPENSES

**Employer** shall pay **Employee** a monthly allowance of five dollars ($5.00) for laundry services.

## IX HOLIDAYS

**Employee** shall be entitled to ten (10) paid holidays (at eight (8) hours per holiday) per year, as determined and scheduled by **Employer**.

## X SICK LEAVE/MEDICAL ATTENTION

(a) **Employee** will be provided with free emergency medical and dental services and such medicines that may be required while assigned to Guantanamo Bay, Cuba.

(b) **Employee** agrees, when and if required by **Employer**, to examination by a doctor or doctors or other medical personnel designated by **Employer** at **Employer's** expense. **Employee** agrees that he will also expressly authorize examining medical personnel to furnish their findings to **Employer**.

(c) **Employer** will provide **Employee** with six (6) days of sick leave with pay within one year, to be utilized if sick. A physician's statement may be required before returning to work. Employee may be asked to provide documentation upon return to work specifically stating employee may return to work with no limitations or restrictions.

## XI BEREAVEMENT LEAVE

**Employer** has a formal policy to provide for the **Employee** to go home and return at **Employer's** expense in the event of a death in the immediate family. The **Employer** will also provide a two week's paid bereavement leave benefit upon **Employee's** return. It is the option of the **Employee** to accept a cash benefit in lieu of using the bereavement leave benefit.

## XII Workman's COMPENSATION

**Employer** shall provide **Employee** with Workman's Compensation benefits for service-connected illness or injuries or death in accordance with pertinent laws of the Philippines, and whenever applicable, war hazards protection. (War means armed hostilities between nations or factions within the nation).

## XIII REPATRIATION OF REMAINS

In case of death of **Employee**, **Employer** shall bear the expenses for the repatriation of the remains of **Employee** and his personal properties to his relative at Point of Hire, or if repatriation of the remains is not possible under certain circumstances, the proper disposition thereof upon previous arrangement with **Employee**'s next-of-kin, or in the absence of the latter, the nearest Embassy or Consulate Labor Attaché or Minister of Labor and whenever applicable, Philippine Overseas Employment Administration, Manila, Philippines.

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## XIV REMITTANCE

**(a) Employer** shall remit all compensation due to **Employee** via direct deposit into bank account as designated.

**(b) Employer** shall agree to remit a percentage of the **Employee**'s basic monthly salary to **Employee**'s beneficiary as designated.

_____ _____

(Name of Beneficiary) (Relationship)

Residing at _____

in the Philippines through the Philippine banking system.

Name of Bank: _____

Routing Number: _____

Account Number: _____

## XV TAXES

All income taxes, levies or fines shall be borne by the **Employee**.

## XVI TERMINATION

(a) If **Employer** terminates the services of **Employee** under this Agreement because of the completion, termination, or suspension of the work in which **Employee**'s services were being utilized, or the contract of the **Employer** with the US Navy has been completed or terminated, or because of a reduction of force due to a decrease in scope of such work, or a change in the type of such work, **Employer** will be responsible for **Employee**'s return transportation to his Point-of-Hire.

(b) **Termination for Cause**

(1) **Employer** may, at its sole discretion, terminate Employee's services for cause at any time. Termination for Cause shall include, but is not limited to, lack of ability of **Employee** to perform in the classification for which hired; use of alcohol or illegal substances; insubordination; failure to travel as scheduled by **Employer**; failure or refusal to work or comply with **Employer's** working rules; any misrepresentation made or concealment of a material fact for the purpose of securing this Agreement; violation of any applicable laws or regulations; arrest for any cause; subversive activity; rioting or inciting a riot; violation of any Employer policy, rule or procedure including those for solicitation, harassment and discrimination; or at the request of the US Navy. In the event of such termination for cause, or if **Employee** quits without notice, all salary, allowances, payments or compensation shall cease at the time of discharge or quitting. Thereafter, **Employee** may be made liable to pay for his cost of living until departure.

(2) If **Employee** is terminated for cause he shall be returned to Point-of-Hire by the first available and practicable means of transportation at employee's own expense. If **Employee** is terminated for cause prior to twenty-four (24) months of service at the Site, he will not earn or be entitled to any portion of vacation.

(c) The **Employee** may terminate the employment agreement without just cause by serving one (1) month in advance notice to the **Employer**. Without such notice, the **Employee** shall be responsible for all costs associated with his/her return transportation to Point of Hire as well as cost of living until departure.

(d) The **Employee** may also terminate employment without serving notice to the **Employer** for just cause, including an employer violation of the terms and conditions of the agreement, deliberate nonpayment of salary, or physical assault by any superior. If just cause is determined, **Employee** shall be returned to Point-of-Hire by the first available and practicable means of transportation at **Employer's** expense.

(e) **Employer** may at **Employer**'s sole discretion substitute one-month's pay in lieu of required notice.

## XVII MEDICAL DISCHARGE

Should the health of **Employee** become so impaired during the period of service under this Agreement under circumstances other than those justifying the **Employer** to discharge **Employee** for cause pursuant to Section XIV, **Employer** may terminate this Contract based under such medical examination as Employer may demand under such circumstances. **Employee**'s compensation shall cease as of the time it is determined to discharge the **Employee** for incapacitation rendering them unable to perform essential functions and duties of the position for which they were hired; the foregoing provisions shall not affect any rights which **Employee** may have to Worker's Compensation insurance benefits and repatriation.

## XVIII SPECIAL OBLIGATION OF THE EMPLOYEE

(a) **Employee** agrees to conduct himself in a manner that shall be above reproach and at all times a credit to himself, the **Employer** and his country.

(b) **Employee** shall observe **Employer's** company rules and abide by the pertinent laws of the host country and respect its customs and traditions.

(c) **Employee** agrees that he will refrain from any political activity while outside his country of origin and employed under this Agreement. **Employee** hereby releases **Employer** from any responsibility for his welfare other than that expressly stated herein, and agrees to hold **Employer** harmless from any claim or litigation arising out of **Employee**'s negligence or misconduct.

(d) **Employee** shall be responsible for and promptly pay all debts incurred by him while employed by **Employer**. **Employer** shall not be responsible for any debts contracted by **Employee**; however, should **Employer** be presented with unpaid bills of Employee; **Employer** may pay such debts from any amount due **Employee**.

(e) **Employee** agrees to make no statements, public or otherwise, to anyone other than **Employer**, concerning politics, authorities, or activities of the area in which the work is being performed, the type of extent of work being done, the methods, materials or equipment used and personnel employed, or the operations of **Employer** or the US Navy or specified client.

## XIX SETTLEMENT OF PERSONAL AFFAIRS

Should **Employee** become incapable of handling personal affairs at the job site, for whatever reason, **Employee** hereby authorizes **Employer** to settle such affairs as may be deemed necessary by **Employer** or appropriate under the circumstances, the expense of which shall be borne by **Employee**, and further authorizes **Employer** to deduct from any sums due any cost reasonably incurred in settling such affairs.

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## XX CONSENT TO SEARCH

**Employee** recognizes and hereby agrees that **Employer**, or the US Navy shall have unlimited right to search the person, clothing, packages, locker, desk, office, or personal effects, or **Employer** provided accommodation of **Employee** at any time. **Employee** agrees that a refusal to submit to such searches shall, at the sole option of **Employer**, constitute grounds for discharge for cause under the terms of this Agreement.

## XXI FINAL STATEMENT

On the termination of this Employment Agreement and payment to **Employee** of all amounts due hereunder, **Employee** shall execute and deliver to **Employer**, upon a form prepared by **Employer** a receipt for said sums and a release of all claims.

## XXII ASSIGNMENT, RENEWAL/EXTENSION

(a) **Employer** shall not assign all rights and obligations of **Employer** to any parent, subsidiary, affiliate, or joint ventures of **Employer** engaged in the same or similar work contemplated herein without prejudice to the rights and privileges of **Employee** under this Contract.

(b) This Agreement may be renewed or extended upon the mutual consent of both parties. Any extension or renewal shall be executed in writing.

(c) Wherever the term he or his is used in this Agreement in reference to **Employee**, it also means she or her if appropriate.

## XXIII CERTIFICATION

**Employee** certifies that he has read or that a third party has read and fully explained to him this Employment Agreement and that he fully understands the entire Agreement. It is confirmed that no verbal promise or interpretation has been made other than those stated in the Agreement, the undersigned **Employee** has executed the Agreement under his own free will and not under duress and he has not paid any sums of money or other forms of consideration to any official, **Employee**, or legal representative of **Employer** or to any person for employment covered herein.

## XXIV SETTLEMENT OF DISPUTES

All claims and complaints relative to the employment contract of the **Employee** shall be settled in accordance with the Company policies, rules and regulations. In case the **Employee** contests the decision of the **Employer,** the matter shall be settled amicably with the participation of the Labor Attache or any authorized representative of the Philippine / Consulate nearest the site of employment. In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in the host country or in the Philippines if permissible by host country laws at the option of the complaining party.

## XXV APPLICABLE LAW

Terms and conditions not stated in this contract shall be governed by the laws of the host country or the Philippine Laws, whichever is most beneficial to the worker, as well as by all **Employer** policies, guidelines and practices including but not limited to those contained in **Employer** policy & procedure manuals, handbooks, operating manuals and/or other policies in effect throughout the term of employment.

# GTMO EMPLOYMENT CONTRACT

**Employee** certifies that he has read or that a third party has read and fully explained to him this Employment Agreement and that he fully understands the entire Agreement. It is confirmed that no verbal promise or interpretation has been made other than those stated in the Agreement, the undersigned **Employee** has executed the Agreement under his own free will and not under duress and he has not paid any sums of money or other form of consideration to any official, employee or legal representative of **Employer** or to any person for employment covered herein. It is specifically agreed that this Agreement shall be subject to modification only if a written instrument is signed by both Employer and Employee.

Executed at Makati City, Philippines this _____ day of_____, 20_____

_____
Employer

_____
Employee Name

_____
**Licensed Recruitment Agency**
Joel S. Ferrer
President
PARMAN Incorporated

Signed in the Presence of

_____
Madeliene A. Regala
General Manager

_____