

Offshore Wind Farm Support, LLC



Offshore Wind Farm Support, LLC
38 Phyllis Dr
Melbourne, FL 32934
(877) 207-8652

Date: _____

CONFIDENTIAL

Name: _____

Address: _____

City, St, Zip: _____

Phone: _____

Dear _____

I am delighted to confirm your appointment as _____.

This document gives an overview of the main terms and conditions of your employment. It also outlines, in the attached Staff Handbook, what you can expect from us as your employer and what we expect from you.

Here are your main terms and conditions

1. **Your start date:** the start date of your employment in this job is _____
2. **Your finish date:** your employment with the company will finish on _____ unless we agree another date.
3. **Notice periods:** please ensure you let us have at least **TWO WEEKS** notice in writing (email will do) if you want to leave the company. Should we end your employment we will give you the notice period you are entitled to under the law (unless you are sacked for gross misconduct where there would be no notice entitlement).

4. **Where you will work:** your work base will be _____

If this needs to change in the future we will discuss this with you in good time.

5. **Your hours of work:** you will work for _____ per week. These will normally be worked between 0600 am and 1800 pm during the voyage.

If there is a reduction in work, the Company may temporarily lay you off without pay or reduce your working hours and your pay proportionately on giving as much notice as reasonably

Offshore Wind Farm Support, LLC

practical. Depending on the circumstances you may have a statutory right to a guarantee payment in accordance with legislation in force at the time.

6. **Getting paid:** you will be paid an hourly rate of _____ per day worked. This will be paid bimonthly in arrears to a bank account of your choice. Pay period ends on the 15th and 30th of each month and is generally in your account within 5 days. (Depending on the bank). We will make appropriate deductions from your pay including income tax and national insurance. If we accidentally overpay you, then you agree to return this to us immediately or to have it deducted from your next payment. Furthermore, you agree that on leaving the Company, if you owe the Company money or have overtaken your annual leave entitlement the Company may deduct the value of this from your final payment.
7. **Probation period:** this post is subject to the completion of a **30 day** probationary period. At the end of this period if your performance is of a satisfactory standard your appointment will be confirmed. During this period, one weeks notice may be given by either you or us to terminate this contract.
8. **Your holidays:** ~~you are entitled to the equivalent of 5.6 weeks (28 days) paid holidays every year inclusive of public holidays pro-rated to the number of hours / days you work. We calculate this in hours and keep a rolling total for you as you accrue holiday entitlement. Holidays can only be taken once accrued and cannot be taken in advance. Please let us have at least 4 weeks notice of any holidays you wish to take, and we have to reserve the right to refuse to grant particular holidays if the needs of the business demand this – for example during busy periods. Payment for holidays is made on the normal pay date as described above unless otherwise authorised by the Company. Your holiday pay will be calculated using the previous 52 weeks (or if you have worked for us for less than that, the number of weeks you have been employed) as a reference period.~~
9. **When you are ill:** please let us know before your start time or as soon as possible by phone if you will be unable to come to work because of sickness. If your period of sickness exceeds seven days, then you will need to see your doctor and get a note from them which you should copy to us. There is no entitlement to payment for the first three qualifying days of absence (a qualifying day is a day on which you are normally expected to work), however from your fourth day you may be entitled to payment of statutory sick pay.
10. **Your pension:** it is the law that, depending on your age and level of earnings, we may be required to automatically enrol you into a workplace pension scheme where both you and the company will be required to make contributions. Should this be the case, we will discuss this with you. You will also have the option to opt out of these arrangements if you want to. Further details of the pension scheme are available from your manager.
11. **Other benefits:** as well as the those outlined above, you are also entitled to the following benefits:

- _____
- _____

Offshore Wind Farm Support, LLC

Questions?: if you have any questions at any time, please contact Paul or Troya Forsberg at Admin@Offshorewfs.com who will be happy to help.

If you are in agreement with the above terms and conditions please sign both copies of this document, retain one and return the other to me.

Yours sincerely,

Paul Forsberg
Offshore Wind Farm Support, LLC

FORM OF ACCEPTANCE: I accept this appointment on the terms and conditions stated above.

Signature (employee) _____ Date _____

Offshore Wind Farm Support, LLC

Staff Handbook

Here is some information relating to your employment with Offshore Wind Farm Support, LLC which you should know about.

1. **How you look:** we don't want to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

We have supplied you with company apparel / protective clothing which you must wear at all times when required to do so; it is your responsibility to ensure that this is clean and presentable.

2. **How you do your job:** we want you to enjoy work and to perform to the best of your abilities and to meet the requirements of your job.

If you fall short because you don't have the necessary skills, knowledge or experience then we will do all we can to help you attain these. The Company will provide you with any necessary on-the-job specific training required which you must undertake as directed. Any induction and associated training should be completed before the end of your probation period. Please note that the company will not pay for any training required for you to obtain or maintain a professional qualification unless specifically agreed in advance.

If you fall short because of your attendance record, then we will work with you to try to improve this where possible. If you fall short because of your attitude or behaviour then we will try to help you gain insight into these problems. We will initially take an informal approach to performance issues; however we reserve the right to move to a more formal process including disciplinary action if necessary.

It is a condition of your employment that the company is satisfied on your medical fitness to carry out your duties. Should it be deemed necessary during the course of your employment, you may be asked to request a medical report from your doctor, or attend for a medical examination from an external Occupational Health Service. This will be for the purposes of assessing your physical or mental fitness to undertake your job and to advise on any reasonable adjustments necessary to support you should that be necessary.

By law we must abide by the requirements of the Bribery Act (2010). If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the company, or to obtain or retain an advantage in the conduct of the company's business; or you accept a bribe yourself (or allow another person to receive a bribe), this will be considered gross misconduct and you will be subject to formal investigation, and disciplinary action up to and including dismissal may be applied.

You are entitled to work in an environment free from any type of discrimination or harassment. If this becomes an issue for you please let us know quickly. Please also remember that we expect you to treat your work colleagues, and anyone else you come into contact with through your job, with respect.

3. **Our property:** you may be issued with keys or access codes to company premises. These remain the property of the company and loss of your key / code (or accidental disclosure to someone) must be reported immediately. You must not bring any unauthorised person on to our property without prior agreement and you must not remove company property from our premises unless prior authority has been given.

Offshore Wind Farm Support, LLC

Company equipment such as vehicles, telephone / mobile phone or postal facilities must not be used for private purposes without prior permission. If you have access to the company's computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to company business. Please do not make reference to the company or represent yourself on behalf of the company on social media without formal permission from us to do so.

During the course of your employment you may find yourself in possession of confidential, sensitive or personal information either in relation to the company, its customers or employees. It is a condition of your employment and a requirement of the General Data Protection Regulation that you have a duty of confidentiality and a requirement to safeguard such information. You must not discuss or make available any such information whatsoever to any outside individual or organisation including the media. Any breach of this requirement will be considered as serious misconduct and could lead to disciplinary action including dismissal.

Please do not bring or consume alcohol or any unlawful drugs into the workplace during work time or during a period prior to work where the effects may carry over to the workplace. Any such instances may lead to disciplinary action including summary dismissal.

Legislation exists which makes it illegal to smoke in enclosed public spaces. Smoking (including e-cigarettes) is therefore strictly prohibited on company premises and vehicles.

4. **Your property:** any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on company premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, and the company does not accept liability for loss or damage to any personal property whatsoever.
5. **Keeping us all healthy and safe:** do not put yourself or anyone else at risk in the workplace by your actions or failure to act. Please be continuously aware of any potential hazards and ensure these are reported or if possible sorted out straight away (if safe to do so!). If you are involved in or see an accident (or near miss) please ensure this is reported and also recorded in our accident book.

In the event of a fire, only very small fires should be dealt with using an extinguisher, and then only if safe to do so. Otherwise raise the alarm and exit the building; once safe call the fire brigade.

If you are at all concerned that you are being placed in a dangerous situation in any way through your employment, please discuss this with us immediately.

6. **When you or your partner are expecting a baby:** when you are pregnant you will be entitled to take up to 52 weeks maternity leave if you want to, irrespective of your length of service or the number of hours you work each week. If you have sufficient service and earnings you may also be eligible for statutory maternity pay for 39 weeks. Parallel arrangements are available if you are expecting to adopt.

Statutory **paternity leave** and pay is available for a maximum of two weeks' leave following the birth of a child, taken in order to support the mother or care for the new child. To qualify you must have worked for the company for at least 26 weeks by the end of the 15th week before the baby is expected. It can be taken as a single week or two consecutive weeks.

Offshore Wind Farm Support, LLC

You may also be entitled to **shared parental leave** which is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption. If you are eligible you can share up to 50 weeks leave, and can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child.

An employee who has or expects to have responsibility for a child is also entitled to take unpaid **parental leave** to care for that child. To be eligible to take parental leave, you must have been employed by the company for at least one year. Parental Leave consists of 18 weeks' unpaid leave for each child born or adopted, taken at any time up to the child's eighteenth birthday. Up to four weeks' parental leave can be taken in respect of each child, each year, in blocks of one week or more. We need at least 21 days notice of your intention to take parental leave.

Should you suffer the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy, if you have 26 weeks' continuous service with us, you will be entitled to two weeks paid leave at the statutory rate.

Further details are available from your manager. The situation around pregnancy and adoption is complex, and so when this becomes an issue for you please let us know and we will arrange to let you have details of your entitlements and what you need to do.

7. **Time Off for Dependants:** you are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Time Off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off for Dependants is not paid.
8. **Flexible working:** when you have at least 26 weeks service with the company you can make a formal written request for flexible working arrangements. Should you wish to progress this you should let us know and we will ensure you know what information we will need to assess your request. Please note that only one such request may be made in any 12 month period. Flexible working is not an automatic or statutory entitlement, and any such request will be dependent on whether it is viable for the business.
9. **Disciplinary action:** should any disciplinary action be deemed necessary, no action will be taken without a proper investigation and you will have the right to be accompanied by a work colleague of your choice (or a trade union representative) at any disciplinary meeting. You will also have a right of appeal against any decision made.
10. **If you have a grievance:** if you have a complaint in relation to your employment, then you should let us know. Write it down and we will give you a reply as soon as possible. If that does not satisfy you, you can ask for this to be escalated within the company. Where possible, we will do all we can to resolve the issue that you have.

The terms and conditions relevant to your employment are as outlined in [Company]'s policies, procedures, handbooks and other relevant documents. These documents do not, unless stated otherwise, have contractual effect and may be amended from time to time by the Company. If you wish to discuss anything outlined above, or would like copies of any policies, procedures, handbooks or any other relevant documents please speak to your manager.