

EXECUTIVE CONTRACT

DATE

NAME
ADDRESS**Re: Employment as TITLE of The Alma Mater Society of University of British Columbia**

Dear Name,

This letter confirms that you have been elected TITLE of the AMS by the members of the AMS. Consequently, the AMS hereby agrees to employ you as an Executive under the following terms and conditions:

1) **Term**

Subject to the other provisions of this letter, pursuant to your election for a mandate of one year by the AMS members, the AMS will employ you as Executive for a determinate term commencing as of May 1, 2019 and terminating April 30, 2020 (the "Term").

2) **Functions and responsibilities**

Your functions and responsibilities are those set forth in the Job Description attached hereto and which you acknowledged having reviewed, signed and accepted.

The hours of work will include office hours, and or during the weekends as required. The hours of work are on average 37.5 hours per week.

3) **Compensation**

The AMS will pay you during the Term a total annual salary of \$37,653.00, payable bi-weekly, the whole subject to the usual deductions and withholdings under applicable law and in conformity with the administrative practices current at the AMS.

4) **Wellness Benefit**

The Wellness Benefit is intended to fund or supplement the purchase of goods and services either not covered by, or fall beyond maximum benefit achieved under an existing health plan.

Execs and SSM are eligible to be reimbursed towards the following expenses for a total sum not exceeding \$1,200 per year less any application payroll tax deductions. Reimbursement subject to income tax will be paid through payroll. Reimbursements for wellness equipment and/or wellness classes and memberships are taxable and will be paid through payroll. Depending on the person's marginal tax rate, the tax could be in the range of 15% - 18%. Reimbursements that do not attract income tax will be paid through accounts payable. Only reimbursements made for services by a medical practitioner (healthcare, paramedical and dental), a person who is authorized to practice in accordance to the laws of the province and certified according to the practitioner's governing body (eg. registered massage therapist, registered physiotherapist, etc.) do not attract income tax.

This benefit will not be carried forward to another year, and its unused portions will not be paid out.

The benefit entitlements do not extend to dependents.

The reimbursement may not be used for cosmetic products or cosmetic operations.

The expenses must be linked to a wellness-related activity. The list below serves as a set of examples to define the category and is not an exhaustive list.

Healthcare (Non-taxable)

Hospital visits including private room
Prescription Drugs
Hearing Aids
Hearing Examinations
Visual Aids including Glasses, Contact Lenses and Laser Eye Surgery
Eye Examinations
Custom-fitted Orthopaedic Shoes and Custom-made Foot Orthotics
Myoelectric Arms
External Breast Prosthesis
Surgical Brassieres
Blood-glucose Monitoring Machines
Transcutaneous Nerve Stimulator
Extremity Pumps for Lymphedema
Custom-made Compression Hose
Wigs for Cancer Patients

Paramedical Expenses (Non-taxable provided services conducted by a certified practitioner)

Physiotherapists
Speech Therapists
Psychologists
Social Workers
Chiropractors
Message Therapists

Naturopaths
Acupuncturists

Dental Care expenses (**Non-taxable**) including all non-cosmetic dental-care related visits, products and treatments.

Wellness Equipment expenses (Taxable) including equipment and accessories required for a wellness related activity. The examples may include tennis rackets, kayaks, bats, gloves, boots, running shoes, bathing suits, goggles, balls, skates, mats, ropes, personal floatation devices, climbing equipment, bicycles and treadmills however clothing and video game consoles do not qualify under the provisions of this program. In addition, eligible items may include accessories needed to maintain and repair wellness equipment whether purchased through this benefit or not.

Wellness Classes and Membership (Taxable) including registration in gyms, yoga, Pilates, swimming, ice rinks, personal training, scuba diving, sailing and other wellness related club membership.

5) **Vacation**

As an Executive, you are eligible for 2 weeks of vacation in addition to the time off when the AMS office is closed during the Winter Break. Vacation weeks must be requested and approved in advance. If supplementary vacations are desired, an approval from the Council will be necessary.

6) **Meal Allowance**

You are eligible to participate in the Society's Meal Benefit Program and such other programs or perquisites as may be provided to the Society's full-time employees from time to time and in accordance with the Policies. The Society may, at any time, end these programs or change the programs or perquisites you receive by providing you with written notice.

7) **Expense Reimbursement**

The AMS will reimburse the Executive for any reasonable work-related expenses provided that the Executive submits to the AMS an itemized written account and receipts acceptable to the AMS within sixty (60) days after said expenses have been incurred.

8) **Transition Report**

Each executive member shall be responsible for the orientation of his or her replacement, such orientation includes, but is not limited to, completion of a comprehensive transitional report, submitted no later than the date that the incoming executive member takes office.

9) **Acceptance and Conduct**

In carrying out your functions and responsibilities as an Executive during the Term you shall:

- (1) report to the AMS Council;
- (2) devote the whole of your working time, attention and skill to your duties and use your best efforts to promote the interests of the AMS;
- (3) act at all times during the course of your employment with diligence, loyalty and honesty in accordance with your good judgement and the best of your knowledge and abilities;
- (4) not undertake the pursuant of, or engage in, any employment or business-like activity which is in conflict with your role as an Executive;
- (5) at all times adhere to applicable laws, rules, regulations and policies (including, for clarity, the AMS Constitution and By-Laws) which are now or may hereafter be established by the AMS.
- (6) uphold the confidentiality of AMS affairs;
- (7) not to use AMS for your own benefit or use the information to you received as an Executive for own benefit during the Term.

10) **Executive Recall**

The AMS Council will refer to the Code and By-Laws to remove from office a member of the executive council.

A member of the executive may be removed from office upon:

- (1) A referendum held in accordance with Bylaw 4; or
- (2) A special resolution passed at a special general meeting held in accordance with Bylaw 3.

Kindly sign a copy of the present letter, signifying your acceptance of the terms and conditions contained herein and in your job description.

Yours truly,

Keith Hester
Managing Director
The Alma Mater Society of UBC

c.c.: Council

ACCEPTANCE:

I, _____, the undersigned, understand, accept and agree to the terms and conditions contained herein.

NAME

Date

TITLE - Responsibilities as outlined in AMS Bylaws