

BUNAC PROGRAM TERMS & CONDITIONS 2010

SUMMER CAMP USA and KAMP

- A) The following are the terms and conditions which will apply to the employment by camps of members of the British Universities North America Club (BUNAC) in connection with the *Summer Camp USA* and *KAMP* programs.
- B) This document is designed to be fair to the BUNAC member, the camp and BUNAC and shall be considered as the prevailing wording in the event that any item is at variance with the camp's regular contract/policy unless specifically agreed otherwise in writing by the camp, BUNAC and each member concerned.
- C) The acceptance in camp of a BUNAC member under these programs shall constitute de facto agreement to these terms and conditions by the camp.
1. BUNAC will:
- (a) provide each member with adequate general introductory information before departure from their home country;
 - (b) provide round-trip air transport to North America for each member unless specifically agreed otherwise with an individual member;
 - (c) ensure that each member is in possession of a valid and appropriate work permit for the United States or Canada (as applicable);
 - (d) provide medical and baggage insurance for each member and provide each camp with full policy details. **Such insurance is secondary to, and is not to replace, coverage under the camp's Worker's Compensation and/or liability policies.** (See paragraph 6.)
2. Your camp will:
- (a) send to each member (via the London office of BUNAC or IEP in Melbourne, Australia, or Auckland, New Zealand, as applicable) a contract and full job description plus general information about camp;
 - (b) provide to each member without charge for the full duration of stay at your camp, food and board (including bedding) plus all such other services as are normally provided without charge to other staff at your camp;
 - (c) allow each member not less than five (5) FULL (24 hours) days time off during the period of full camp;
 - (d) give every possible assistance with transport off camp on days and evenings off;
 - (e) permit reasonable, private telephone contact during regular office hours with the BUNAC office (at member's expense) and, if possible, reasonable personal access to telephones and e-mail;
 - (f) facilitate international staff compliance with US Government visa regulations including SEVIS Validation and Social Security applications, as instructed by BUNAC;
 - (g) recognise and actively promote the aims of these cultural exchange programs. This would include, but not be limited to, integrating both *Summer Camp USA* and *KAMP* staff into full camp life, ensuring good working conditions between members and their supervisory staff and, wherever possible, developing the cultural and educational aspects of these programs.
3. Your camp will pay to each member:
- (a) **Travel:** the cost of travel to camp from New York City (or other agreed city of arrival). The time of any payment to the participant shall be at the discretion of the camp but shall not in any event be later than the date of the member's final departure from camp for whatever reason.
 - (b) **In-Hand Pocket Money:** based on age at 1st June 2010 and for the period for which BUNAC expects the member to be at camp (up to a maximum of nine [9] weeks) -
 - i for **European** participants - a MINIMUM of: \$790 (18 year olds); \$985 (19/20 year olds); \$1215 (over 21); \$1350 for *KAMP*.
 - ii for **Australian/New Zealand/Singapore/China** participants - a MINIMUM of: \$1500 (18 year olds); \$1775 (19/20 year olds); and \$1950 (over 21).
 - iii for participants from **Jamaica** and some European countries where participants have flight options (eg. Holland), pocket money is \$1470/\$1665/\$1895.

- iv unless otherwise agreed by the member, for each week worked by the member above nine (9) weeks, a minimum of one-ninth of the total amount payable to the member and to BUNAC for the first nine weeks.
- v. for each member working on the waterfront and possessing the RLSS Pool Lifeguard or Austswim Award, or ACA approved lifeguard certificate, or for a member working with special needs populations (disabled, ADD, etc.) an additional \$100.

All such remuneration shall be paid directly to the member and **shall not be reduced by any deduction or fine**. For Direct Placements, the in-hand salary shall reflect the zero billing from BUNAC.

- (c) If the member finally departs from the camp at any time before the date first agreed between the member and the camp for departure, the member shall be paid on departure, pro rata remuneration of not less than the stated minimum x **W/D** where
 - 1) **W** = the number of days from the day on which the member first arrives at camp to the day of actual final departure inclusive of any holidays taken by the member as herein provided but exclusive of the days of arrival and departure, and
 - 2) **D** = the number of days from the day on which the member arrives at the camp to the day first agreed between the member and the camp for departure, exclusive of the day of arrival. D shall not exceed sixty-two (62).
 - 3) Both W and D shall **INCLUDE** any period of pre-camp work or orientation.

- 4. *All figures are quoted, and are payable, in US Dollars.* For each member, except as agreed or for Direct Placements not using the BUNAC flight program, your camp will pay to BUNAC:
 - i for **European** participants - **\$1590** (**\$1095** regular returners) which shall be paid on receipt of invoice in June 2010.
 - ii for **Jamaica** participants - **\$910** (and for Option A / own flight / Holland) which shall be paid on receipt of invoice in June 2010.
 - iii for **Australian/New Zealand/Singapore/China** participants - **\$985**, or **\$950** if participant is 18, which shall be paid on receipt of invoice in June 2010.
 - iv for **KAMP** - **\$1590*** which shall be paid on receipt of invoice in June 2010 (*may vary if participant is from a country where they can make own flight arrangements);
 - v **Additional travel:** if a member flies to a city other than New York, any extra costs so incurred provided that such extra costs have previously been agreed between the camp and BUNAC.
 - vi NB: Different fees apply for **Can-Camp**. Please see the Can-Camp information.

All invoices are payable on receipt. Your camp agrees to pay interest at the rate of two (2) percent compounded monthly on all sums which remain outstanding on or after 1st September 2010.

N.B. BUNAC will send a single invoice to camps in early June. We also send revised invoices in August. Otherwise a second invoice will NOT be sent unless specifically requested. A reminder, noting any outstanding balances and adding the appropriate interest (see above), is normally sent to camps after 1st September. If the camp billing address is different from the winter or summer address (as provided on the Staff Requirements Form), please let us know.

- 5. If any member finally departs from camp before the date first agreed between the member and the camp for departure, the camp agrees to notify the New York summer office of BUNAC by telephone BEFORE such departure. **Provided such notification has been so made**, the sum payable by the camp to BUNAC in respect of such a member shall be reduced pro rata to: \$1590/\$985/\$950 or as applicable x W/D where W and D shall have the meaning attributed to them in clause 3 (c) above. If the camp has already paid to BUNAC a sum greater than so calculated, BUNAC shall refund to the camp the appropriate amount.
- 6. If a member incurs medical or other expenses as a direct result of an on-duty or job-related incident, your camp agrees to cover all such expenses either directly or through your Worker's Compensation and/or liability policy. We know of no reason why BUNAC members should not be covered by Worker's Compensation. In fact, US government regulations for these programs specifically require that participants "receive pay *and benefits* commensurate with those offered to their American counterparts".
- 7. BUNAC reserves the right to pass on to US camps any additional fees imposed by the US government on J-1 participants in 2010 – specifically, but not limited to, the SEVIS fee of (currently) \$35 for each participant. Please note that where applicable, the SEVIS amounts will be added to the standard invoice in June.

All information and costs are correct at the time of printing.