# USI Officership Terms & Conditions 2022

**Preamble**

The day-to-day activities of the Union of Students in Ireland (hereinafter “USI or “the organisation”) which is based at Ceann Áras na Mac Léinn, 12 Shamrock Villas, Dublin 6W (USI HQ) is carried out by the Executive Team of USI in conjunction with such staff as is retained by the organisation from time-to-time. The Executive Team of USI comprises the elected officers of the organisation. As determined, from time-to-time by Annual Congress through the USI Constitution certain officers are to be considered “full-time” or “paid” and provided with a stipend in that regard, while other officer(s) may not be considered as such (*id est* part-time). Officers would be expected to fulfil their roles even if no payment is available, however as payment is made available then in accordance with Article 5.12 of the USI Constitution the following Terms & Conditions are applicable to paid officers:

# Terms & Conditions

1. The stipend of the President shall be €30,285. All other paid officers shall have a stipend of €29,103 full time and allocated pro-rata for part-time officers according to the hours of work agreed (16h/w) for part time officers. The stipend (other than expenses) shall constitute the full payment to the respective officer and there shall be no provision for additional stipend for what might in other contexts be considered overtime.
2. The full-time paid officers shall be entitled to take 15 days’ annual leave by agreement with the President on not less than ten working days’ notice. Part-time officers shall be entitled to 7 days' annual leave. This entitlement shall be in addition to those days (other than bank holidays) upon which USI HQ (*exempli gratia* Christmas week) is closed, provided always that the aggregate annual leave made available shall not be less than twenty days. If the holiday entitlement has not been utilised in full during the term of the officership, there shall be no pay in lieu of extant holiday entitlements – officers are required to use their leave.
3. Officerships shall commence on 1st July in the year of election and conclude on 30th June in the following year. Officers shall continue to be involved with the Union of Students in Ireland from 1st July until 7th July in the year following election acting in an advisory capacity to the new officers.
4. Therefore officers in receipt of a stipend shall receive same from 1st July in the year of election until 7th July of the following year. The stipend shall be transmitted on a fortnightly basis in arrears by electronic funds transfer to a bank account nominated by each officer. In the unlikely event that an amount in excess of the appropriate stipend is transmitted USI shall make deductions to redress the position in future transmissions of the stipend or of expenses reimbursements.
5. Officers shall be entitled to incur expenses at such rate or rates as may from time-to-time be determined and/or revised by the Governance Committee. In setting such rates the Governance Committee will endeavour to balance the overarching need to maintain the organisation’s finances in a healthy manner with the need to assist officers in minimising or avoiding the incurring personal expenditure in respect of goods or services the costs of which is fairly attributable to the organisation. In the unlikely event that an amount more than the appropriate expenses is reimbursed USI shall make deductions to redress the position in future transmissions of the stipend or of expenses reimbursements.
6. The duties of each officer shall be those discernable from the provisions of the USI Constitution pertaining to the respective position together with those discernible from the Policy File of the organisation in addition to such other duties as may be assigned to an officer from time-to-time by National Council and/or the President. Such duties shall be conducted to the best of the officer’s ability. Officers are the public face of USI and accordingly officers shall conduct themselves in professional manner and shall ensure that they attend to their duties appropriately attired and sober.
7. The officers’ base shall be USI HQ based in Dublin (apart from the regional Vice Presidents who shall be nominally attached to USI HQ but shall for all practical purposes be based in their respective regions). All officers shall be expected to travel away from USI HQ as the need arises to meet with MOs, other NGOs, and state bodies.
8. Other than when on approved annual leave, all officers shall be expected to be actively in the conduct of their officerships from 09:30-17:30 (Monday-Friday) (with an hour for lunch taken between 12:30-14:30). Unless at a meeting or activity approved by the President or the Executive Team and recorded in advance in a central diary, officers (other than the area officers) shall be present and available for work at their agreed workplace during the aforementioned times and

days. If some element of flexibility in relation to the foregoing times is mutually suitable the organisation and an officer may agree alterations in advance of implementation on an occasional or longer-term basis.

The organization operates a hybrid working policy for all full-time officers. Dublin based full-time officers will be required to work from the office for a minimum of three days in the week, and it will be acceptable for officers to work for two days in the week from home. Regional officers will be required to work for three days on campuses and in the field, and may work for two days a week from home.

Part-time officers will be required to use a timesheet system to record their working hours.

1. Where an officer is persistently not in compliance with Paragraph 8 (*id est* on more than two noted occasions without reasonable excuse) then the Governance Committee upon notification by the President (or on notification by any other officer if the notification pertains to the President) may after considering the matter order such deduction from the stipend and/or set-off loss of annual leave entitlements in respect of the

non-compliant officer as is appropriate to the level of non-compliance.

When considered appropriate the Governance Committee may hear complaints and make such orders in respect of any other breach or breaches of these terms and conditions where considered appropriate and proportionate so to do. Any order made under Paragraph 9 shall be reported to the meeting of National Council next following the making of such order. An appeal of any order made under Paragraph 9 may also be made to the National Council.

1. Officers shall also attend such events as are incumbent upon their officerships such as (but not limited to) training events, meetings of National Council, Annual Congress etcetera whenever so convened including on weekends.
2. Where an officer is unable to actively conduct their officership on any given day due to illness then the officer is required to register their illness on the organisation’s online HR system and to notify the President (or the Deputy President and General Manager in the case of the President) before 10:30. Where the absence exceeds two days the officer shall provide a doctor’s certificate to the President (or the Deputy President and General Manager in the case of the President) on or before the third day of absence. In the event that notification (and a doctor’s certificate if applicable) is not received then it shall be presumed that the absence falls to be dealt with under Paragraph 9 hereof.
3. The organisation adheres to legislation on Sick Pay. The Governance Committee may on application approve payment toward an officer who has been absent due to illness however any such decision so to do shall be unique to individual circumstances and shall not set a precedent in respect of the officer in question or any other officer. The organisation reserves the right to have officers examined by a Medical Practitioner. The organisation also reserves the right to seek independent medical examination in the case of suspected use or abuse of intoxicants.
4. The organisation will facilitate Officers with deductions from wages at source for the purposes of making payments to a pension scheme. Upon request, officers will be introduced to a pension provider. Membership of this scheme is voluntary and the organisation will not make any contribution to the pension scheme.
5. Officers must not disclose any information of a confidential nature relating to the organisation or any of its dealings with other people/organisations or in respect of which the organisation owes an obligation of confidence to any third party during or after the term of the officership except in the proper course of the conduct of the officership or as required by law. Officers shall not remove any documents or tangible items which belong to the organisation or which contain any confidential information, from USI HQ at any time without proper pre-authorisation.
6. Toward the end of the term of their officership, each officer shall prepare a Crossover Manual which fully briefs the incoming officers on all matters relevant to the conduct of the officership including (but not limited to) a summary of ongoing initiatives noting their current status and the steps required to complete same, a list of contacts, a diary of expected events/campaigns and a summary of lessons learned from previous events/campaigns which also details the preparatory timelines for organising such events/campaigns. No later than the final day of the officership the officer shall make available to USI all passwords for equipment, email accounts, websites, social media handles *etcetera* together with any keys, access cards and equipment which is the property of USI.
7. Any equipment belonging to, or in use by the organisation is a critical asset that is intended for organisation use only. Electronic files and communications created, stored, sent or received through USI systems or equipment belong to USI and will remain accessible to USI at any time. Misuse, or inappropriate use of systems or websites or any electronic data may result in a report regarding same being made by Governance Committee to National Council. The availability of equipment to officers who are non- compliant with this Paragraph 16 may be restricted. USI asserts its rights in respect of intellectual property created by officers during their officership which shall at all times be and remain the intellectual property of USI.
8. Each Officer shall devote his/her whole time and attention to their respective officership and shall not be engaged in any study or activity or any employment without obtaining the approval in advance of National Council.
9. Each Officer acknowledges that in the event that National Council votes to dismiss an officer then that officer shall cease to hold their officership immediately upon the declaration of the result of such vote.
10. The failure of any appropriate element of the organisation at any time to enforce any of the terms and conditions herein or to exercise any right herein granted shall not constitute a waiver of the same or affect that party’s rights thereafter. Equally, the failure of any appropriate element of the organisation at any time to exercise a right or to enforce a term of identical or similar nature or effect in respect of one officer shall not constitute a waiver of the same or similar provision as it applies to another officer or officers and no binding precedent in that regard shall be set.
11. Officers shall familiarise themselves with and abide by such operations manuals, handbooks, protocols, health and safety procedures *etcetera* as may be made available by USI. Failure so to do may be considered a breach of these terms and conditions within the ambit of Paragraph 9 hereof.
12. The terms and conditions herein set out are separate, severable and enforceable. If any of the said terms and conditions or any part thereof are adjudged whether internally or externally to be void then the said terms and conditions or any part thereof shall be severed from the remaining terms and conditions, which shall continue to be valid to the fullest extent possible.
13. These Terms & Conditions shall be reviewed regularly and at least no less than annually and may be revised from time-to-time and shall take effect upon the expiry of a fortnight following notification to the officers.
14. Officers agree that the foregoing terms and conditions and each of them are reasonable and agree to be comply therewith and be bound thereby in addition to being bound by the provisions of the USI Constitution (including but not limited to any terms herein regarding discipline and/or impeachment) in force from time- to-time.

# Testimonium & Attestation

I, of

*[insert name] [insert address]*

in accordance with Article 5.12 of the USI Constitution that upon election to the position of

*[insert position]*

confirm that I have read and understand the foregoing terms and conditions, each of which I consider fair and reasonable, and in consideration of the stipend that I shall receive during the conduct of my officership I agree to comply therewith and be bound thereby.

Signed by

In the presence of:

Witness’

Signature:

Print Name:

Occupation:

Address: