

_[insert name & address]__

**Cambridge University
Students' Union**
Old Examination Hall
Free School Lane
Cambridge CB2 3RF

1st July 2015

Tel (01223) 333 313
Fax (01223) 333 179
www.cusu.cam.ac.uk

Dear [*insert name*],

Re: Appointment as Sabbatical Officer

EMPLOYMENT AGREEMENT

FIXED TERM CONTRACT OF EMPLOYMENT FOR SABBATICAL OFFICER (TRUSTEE)

1. Cambridge University Students' Union ('CUSU') acknowledges that you, [*insert name*], have been elected by members to the office of [*insert sabbatical role title*] of Cambridge University Students' Union from 15th July 2015 to 14th July 2016.
2. As such, I have pleasure in confirming your appointment as [*insert sabbatical role title*] for the CUSU employed by the CUSU.
3. You will hold office as an elected officer of the CUSU and as a person elected under the Constitution of CUSU and throughout tenure of office will be subject to the CUSU Constitution and Standing Orders. You will work in accordance with the appropriate health and safety regulations, financial procedures and other CUSU policies and procedures as set out in internal policy documents overseen by the CUSU Board of Trustees.
4. Details concerning your role description and responsibilities whilst in the office to which you have been elected are described in and governed by the CUSU Constitution and Standing Orders in operation at the time of your election or before the start of your term in office, or as amended during the term of your period of office.
5. You may from time to time be required to undertake such other duties as the CUSU may reasonably require for the effective running of the CUSU, including undertaking functions of other sabbaticals in their absence.
6. You may also be required to undertake other duties as mandated by the Cambridge University Students' Union Council ('Student Council' or 'CUSU Council'), either individually or as part of the elected officer team.

COMMENCEMENT

7. Your employment with the CUSU begins on 1 July 2015 and counts as continuous from 1 July 2015 until 14 July 2016 [subject to amendment in any instance of re-elected incumbent].
8. This contract details a fixed term contract, ending 14 July 2016. It will terminate as per clause 56 (subject to clauses 57-63).
9. You will execute the authorities of your office from 15 July 2015 to 14 July 2016.
10. This contract supersedes any other agreement between you and the CUSU covering the period from July 2015 until July 2016 unless this contract is amended or terminated according to the provisions below.

TERMS OF EMPLOYMENT

11. The terms and conditions of your employment are governed by the CUSU's Constitution and Standing Orders, CUSU Internal Policy, by such regulations and other rules as may be made under the authority of the Constitution and Standing Orders, by any collective agreements which may from time to time be made between the CUSU and the Trades Unions recognised by the CUSU and by the decisions of the CUSU Board of Trustees, which is ultimately responsible for your employment.
12. You are employed by the CUSU, and you will be responsible to such bodies of the CUSU and to such individuals as may be designated for this purpose under the authority of the Constitution and Standing Orders for the discharge of your duties.
13. You agree that any casework responsibilities attached to your role will be subject to, and performed within the boundaries of, internal policy (inclusive of Student Advice Service policy).
14. This letter sets out the principal terms and conditions on which you are employed by the CUSU and no modification will be made to them except in writing or by incorporation of collective agreements made between the CUSU and the recognised Trades Union.

MANAGEMENT

15. You are employed by the CUSU (Registered Charity 288365), but you will be responsible to the Student Council as an elected officer, and to the Board of Trustees as an employee of the CUSU, or to such other members of this institution as may be authorised by the Board of Trustees for the purpose of discharging your duties.
16. You understand that the CUSU's management arrangements and job functions are evolving and that you therefore may be, at different times or on different issues, line-managed by different Sabbatical Officers.
17. CUSU Board of Trustees shall retain ultimate legal responsibility for the employment or management of all employees.

18. You agree to abide by the reasonable provisions of any Staff-Student Protocol that may be instituted by the CUSU that may limit the interaction between students, representatives, appointed staff, and seconded staff.

TRUSTEESHIP

19. As per the responsibility of your role as defined by the CUSU Constitution and Standing Orders, your election to office includes your election to the CUSU Board of Trustees for the period to which you will hold office (as defined in this contract).
20. Because your employment will involve being a trustee of the CUSU, you may not take up this post if you are disqualified from being a Charity trustee in England. If you are found to have misrepresented yourself regarding your eligibility, or if you are disqualified during the operation of your contract, the Board of Trustees may end your employment immediately. You are obliged to notify the Board of Trustees immediately should you be disqualified during the operation of this contract.
21. You may not take up this post without signing in agreement to a Trustee Declaration as provided by the Board of Trustees.
22. Your trusteeship is subject to Clauses 1, 3, 4 and 9 of this contract.
23. You are a Trustee of the CUSU until this contract expires or is terminated. You must take reasonable precautions to ensure that the actions of the CUSU, in particular those relating to its expenditure, are legal, and you will exercise such due diligence as is necessary to familiarise yourself with the obligations of a Charity Trustee.
24. You are indemnified against loss by CUSU as specified in clause K.12 of the CUSU Constitution.

REGISTER OF FINANCIAL INTERESTS

25. You shall record in a register (kept by the Coordinator or other appropriate person as delegated by the Board of Trustees) any financial interests that may relate to your work within the CUSU or may relate to anybody with whom the CUSU deals. The register shall be open for inspection by any member of CUSU during office opening hours.
26. You will record such interests within one month of 1st July 2015, and ensure that this declaration is updated within one week of you taking on any new financial interests of this nature during the period of this contract.
27. You will declare any relevant financial interests in meetings of the CUSU if there is a possibility of conflict of interest.

ACADEMIC STUDY

28. You may neither continue nor begin a full-time academic course of study during the period of this agreement.
29. If you choose to re-sit academic examinations that you have already taken, you may take up to two weeks off work for this purpose during Full Term. This will be deducted

from your total holiday entitlement. This special circumstance supersedes the regulations regarding holiday described above.

PLACE OF EMPLOYMENT

30. You will be based at the CUSU offices in Cambridge (Old Examination Hall, Free School Lane, Cambridge CB2 3RF) [or alternative offices as would be identified as the offices of the CUSU], although frequently you will be required to work elsewhere in the University of Cambridge and its constituent Colleges.
31. Your work should normally take place in the CUSU offices unless your work requires you to be elsewhere. The [*insert line-manager role*] (or other person as delegated by the Board of Trustees) should be informed if such circumstances occur.
32. Your duties may on occasion require you to travel elsewhere for meetings and/or specified periods of time.

REMUNERATION

33. Your basic pay on appointment will be at the rate of £17,657.22 per annum [NOTE: the salary is yet to be agreed by CUSU Council for the period and the figure provided is based upon the current salary of a sabbatical officer and provided only for information purposes] for the period to which this contract covers (calculated and paid pro rata per month of work). You will be paid, for the period of this contract, one twelfth of your annual salary before or on the 15th of each month, by credit transfer to your bank, building society or Post Office Giro account. The CUSU Board of Trustees shall be ultimately responsible for ensuring your remuneration; however, this task will usually be delegated to a member of staff.
34. The rate of Sabbatical remuneration will be reviewed annually by the CUSU Student Council.
35. Notwithstanding the provisions of the CUSU Constitution, you may not take part in decisions of the CUSU Executive or the CUSU Council relating to your own remuneration.
36. All reasonable expenses incurred transacting the business of the CUSU shall be refunded by the CUSU, provided that expenses have been incurred in accordance with CUSU's Constitution and Standing Orders and approved in accordance with the CUSU Financial Policy and other such regulations and rules as may be made under the authority of the Constitution and Standing Orders.

POSITION, RESPONSIBILITIES AND PERFORMANCE REVIEWS

37. As per the nature of your post being elected by members, you will not be subject to a probationary review.
38. You will be expected to regularly report to members on your performance, as per the CUSU Standing Orders, and your performance will be subject to scrutiny by members.

39. Your performance and conduct will be subject to review by the Student Council, and your conduct and behaviour in the workplace, capability and any disciplinary matters will be subject to oversight by the Board of Trustees.
40. You must, in all aspects of your work, abide by the Rules and Policies of the CUSU as described in CUSU's Constitution and Standing Orders and as described by such regulations and rules as may be made under the authority of the Constitution and Standing Orders, including but not limited to policy decided by the CUSU Council and referenda of the Ordinary Members of the CUSU, except that you shall not be required to act illegally by the CUSU.
41. It is essential that you familiarise yourself with the Financial Policy and associated documents and conventions, and act according to its instructions, as the CUSU is subject to regular financial audits.
42. By signing this agreement, you are agreeing not to bring the organisation's reputation into disrepute, act illegally in your capacity as a full time officer, and will act with financial prudence.

HOURS OF WORK

43. You are required to work not less than 36.5 hours per week. This will include attendance at meetings that are necessary in the normal course of your duties as a CUSU office holder, and some of these may take place outside of your usual hours. Pursuant to the Working Time Regulations 1998 you shall not be required to work more than 48 hours a week.
44. You will be expected to take regular 'rest breaks', 'daily rest' and 'weekly rest' from work, as required by law. Your working hours of a typical eight-hour day will include a standard paid 45-minute break for lunch.

Note: you are expected to work not less than five hours between the hours of 10am and 4pm, Monday to Friday. The hours in this clause only add to 25 hours per week; you will be expected to work at least 11.5 hours per week in excess of these hours, and you may be required to work up to the Working Time Regulations limit (48 hours).

45. You may choose to work a greater number of hours than are specified or otherwise required of you under the terms above. This overtime is at your discretion and you will not receive extra earnings or time off in lieu in respect of it.
46. Time off in lieu may be granted for legitimate CUSU business conducted during evening, early mornings and weekends, at the discretion of the [*insert line-manager role*] (or other person as delegated by the Board of Trustees).
47. You will record your presence and absence as instructed by your line manager (or person as delegated by the Board of Trustees) and share this information with your line manager; you will record your place and hours of work and communicate this with both staff and sabbatical officers of the CUSU, keeping colleagues informed of your plans and whereabouts at all times possible.

HOLIDAY

48. You are entitled to 36 days' holiday for the 12.5 month period of this contract, inclusive of public holidays.
49. You will be expected to take your entitled holiday within the holiday year for which it is applicable and requests to carry over leave from one leave year to the next will not normally be authorised; authorisation of such requests will be at the discretion of the General Manager or appointed delegate.
50. Payment for holidays will be made at the basic rate (for example, should your employment be terminated prior to taking allotted leave). You are not entitled to pay in lieu of holidays.
51. If your employment commences or terminates part way through the holiday year, your holiday entitlement will be assessed on a pro rata basis for each complete month worked. You will be entitled to take your outstanding holiday entitlement before your service ends. If the organisation finds it impracticable to grant you your holiday entitlement before your service ends, you will be paid salary in lieu of leave; however payment is not offered as an alternative to taking your holiday.
52. The [*insert line-manager role*] (or authorised delegate) reserves the right to refuse time off in the run up to deadlines or at other busy times of the year. You will not normally be permitted time off during University Full Term that exceeds two continuous days. You may not take more than four days of paid holiday during any Full Term.
53. You must give the [*insert line-manager role*] (or authorised delegate) notice of holidays you intend to take. For any holiday of one week or less, at least one week's notice is normally required. For any holiday period longer than one week, at least three weeks' notice is required.
54. CUSU will generally be closed on Statutory Public Holidays, and may close at other times of the year. These closures will count against your annual leave.
55. Time spent searching for other employment, including but not limited to time spent campaigning for election or re-election to a sabbatical post, must be taken as holiday.

TERMINATION OF EMPLOYMENT

56. This employment is fixed term and will end on 14 July 2016.
57. When this contract comes to an end, the CUSU reserves the right to extend this contract upon your prior written approval, or enter into a new contract with you on renegotiated terms, however is under no obligation to do so and will do so only in line with the CUSU Constitution and Standing Orders and Education Act 1994.
58. The CUSU may terminate this contract if a motion of no confidence in you is passed by CUSU Council under the terms defined in the CUSU Constitution and Standing Orders, or this contract is breached beyond immediate remedy or remedy by consultation as overseen by the Board of Trustees. If this contract is so terminated, you will receive payment for 4 weeks from the date of termination or until 14 July 2016, whichever is the sooner. The Board of Trustees may end your employment summarily if you are disqualified from this position as described above or as described within CUSU's governing documentation.

59. The CUSU may not terminate this contract for failure to abide by the Rules and Policies of the CUSU where it would have been illegal for you to do so.
60. Any substantial breach of this Contract of Employment may constitute a disciplinary offence and may result in removal from office. CUSU has the right to terminate any or all entitlements under this agreement, as a result of such breach, as well as the use of CUSU facilities and equipment, following the due process procedures and codes for the time being in office.
61. Such disciplinary action will not affect your elected office unless you are democratically removed from office, in line with the CUSU Constitution.
62. If, for any reason, you cease to hold office, all entitlements under this agreement will automatically cease at the same time.
63. If you wish to resign before this contract ends, you should submit your resignation in writing to the [*insert line-manager role*], who shall inform the wider organisation (staff and elected sabbatical team). You are required to give a four-week period of notice.

RETIREMENT

64. There is no defined retirement age at CUSU and you may volunteer to retire at any time; the CUSU reserves the right to review these terms and consider a specific retirement age for your role should it be objectively justified following consultation and review.

PENSION SCHEME

65. Should you wish to make contributions from your salary to a stakeholder pension scheme, CUSU will make arrangements for direct payment of your employee pension contributions to a scheme of your choice. CUSU will not make any additional contributions above your salary except where there is a statutory requirement.

ABSENCE THROUGH SICKNESS

66. You shall inform the [*insert line-manager role*] (or authorised deputy) if you are ill or otherwise unable to work as soon as it is possible to do so. On any subsequent working days of Sick Leave, you are expected to keep the [*insert line-manager role*] (or authorised deputy) informed as to your state of health and your expected date of return.
67. You must provide a Sickness Self-Certificate for Sick Leave of up to 5 days, and a doctor's certificate thereafter.
68. Reasonable time off will be allowed in the case of medical appointments (including blood donation). However, every effort should be made to schedule routine appointments at times that do not disrupt the working day.
69. The [*insert line-manager role*] (or authorised deputy) may award you Compassionate Leave (e.g. allowances for bereavement including the attendance of funerals). Records of Compassionate Leave must be kept in the same way as for Sick Leave.

70. You will normally receive payment in lieu of wages when you are absent due to sickness providing you submit the required medical certificates to the General Manager. The maximum period for which you may receive such payments, and details of the procedure to be followed so that you may obtain payment, shall be in accordance with CUSU Internal or Staff Policy, or otherwise negotiated with the [*insert line-manager role*] in the absence of policy.
71. In the event that the conditions set out above do not adequately describe the procedure to be followed in a particular situation, the policy of the University of Cambridge regarding Sick Leave will be followed insofar as it does not contradict this contract.

TRADE SECRETS AND CONFIDENTIAL INFORMATION

72. You shall not use or disclose to any person(s) either during or any time after your employment with CUSU any confidential information about the business or affairs of the CUSU, or any other matters which may come to your knowledge in the course of your employment. For the purposes of clauses 72-76, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the CUSU.
73. You shall not use for your own benefit or divulge to any person(s), firm, company or other organisation whatsoever any confidential information belonging to the CUSU or relating to its affairs or dealings which may come to your knowledge during your employment.
74. Both during the continuance of this agreement and at all times thereafter you shall not (except in the proper performance of this agreement or as required by law or any government authority or with the prior written consent of the CUSU Trustees) use, copy, divulge or communicate to any person, firm, company or organisation any trade secrets or confidential information of CUSU which you shall have received or obtained during your employment by CUSU, including (but not limited to):-
 - a. Confidential information obtained during your role;
 - b. CUSU's publication programme for any existing or proposed publication;
 - c. CUSU's advertising or marketing strategies or membership engagement strategies;
 - d. The title and/or intended contents of any publication proposed to be published by CUSU;
 - e. CUSU's opportunities for carrying out business with any actual or potential placer of advertisements in any of its publications;
 - f. CUSU's entertainments programme;
 - g. Any strategy for CUSU's commercial areas or advertising-revenue-raising work;
 - h. CUSU's business or trade growth strategy;
 - i. Any preferential prices or other preferential terms of business negotiated or being negotiated between the company and;
 - j. Any author,
 - k. Any other copyright holder,
 - l. Any printer or publisher,

m. Any actual or potential placer of advertisements.

75. This restriction will continue or apply without limit in point of time but shall cease to apply to information or knowledge which may come in to the public domain otherwise than through the fault of the employee.
76. All notes, minutes, memoranda, correspondence, accounts, reports, lists or other documents or items concerning any of the matters referred to above or any summaries, copies or reproduction thereof (whether or not made by the employee or whether stored in human readable or machine readable form) shall remain the property of CUSU and shall be delivered up to CUSU by the employee forthwith on the termination of this agreement.

NON COMPETITION

77. (a) You hereby consent to CUSU that you will not without the prior written agreement of the CUSU Board of Trustees both during the course of this contract and during the one year after the termination of this agreement, enter into any contract of service or contract for services with any person, firm, company or organisation where the work to be carried out by you pursuant to the same, would involve you wholly or mainly in:

- i. The production, sale or distribution of any newspaper, magazine, handbook, guidebook or website which competes or would compete with any of the publications circulated in that area or targeted to students by the CUSU during the period of this agreement with which you were involved in the course the period of one month immediately preceding the termination of your employment with CUSU.
- ii. Profiting from or commercially engaging in any other trading activity which could be reasonably construed to directly compete or interfere with the operations of CUSU with which you were involved in during the course of the period of one month immediately preceding the termination of your employment with CUSU.
- iii. Profiting from or commercially engaging in any other trading activity which could be reasonably construed to have been made possible due to relationships developed within your role whilst employed by CUSU.

(b) You agree that, having regard to all circumstances, the restrictions contained in this clause are reasonable and necessary for the protection of CUSU and that they do not bear harshly upon you, and the parties agree that:

(c) Each restriction shall be read and construed independently of the other restrictions so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining restrictions shall not be affected; and,

(d) If any restriction is found to be void but would be valid and enforceable if some part of it were deleted, that restriction shall apply with such deletion as may be necessary to make it valid and enforceable.

78. Both during the course of this contract and at all times thereafter, you shall not (except in the proper performance of this agreement, as required by law or any government authority or with the prior written consent of the CUSU Trustees) use, copy, divulge or

communicate to any person, firm, company or organisation any trade secrets or confidential information of CUSU which you shall have received or obtained during your employment by CUSU.

79. This restriction will continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come in to the public domain otherwise than through your authorised action.
80. All notes, minutes, memoranda, correspondence, accounts, reports, lists or other documents or items concerning any of the matters referred to above or any summaries, copies or reproductions of these items (whether or not made by you or whether stored in human readable or machine readable form) shall remain the property of CUSU and shall be delivered in full to CUSU by you upon the termination of this agreement.

GRIEVANCE PROCEDURE

81. If you have any grievance or complaint to your employment with the CUSU you should follow the Staff Grievance Policy (or complaints policy as it exists and is communicated to you during your employment with CUSU) as laid down in the CUSU's Internal Policy. In the event of the inadequacy of such a policy to your grievance, the CUSU Board of Trustees shall be ultimately responsible.

DISCIPLINARY RULES AND PROCEDURES

82. Disciplinary Rules and Procedure will be carried out by way of the CUSU's Internal Policy or, in the event of such policy's inadequacy, by the General Manager as overseen by the CUSU Board of Trustees.

MEMBERSHIP OF TRADES UNIONS

83. The CUSU recognises that fully representative Trades Unions contribute to good staff relations and welcomes union membership, although this is not a condition of employment.

DATA PROTECTION

84. You agree that by signing and dating this contract you have given consent to the CUSU to process personal data concerning you in order to fulfil its obligations to you under this contract and for the reasons relating to your employment as required by the Data Protection Act 1998. Such processing will principally be for personnel, administrative and payroll purposes.

SAFETY

85. You are required to abide by such rules as may have been promulgated by the CUSU Coordinator, General Manager (or Health and Safety delegate such as Departmental Safety Officer) or the CUSU for the safety and/or protection of those working for CUSU and volunteers, visitors and/or service-users of the CUSU. Likewise, you must follow any rules which exist for any other building/area in which you are required to work or which you are required to visit for the purposes of duty or instruction.
86. If your line manager or the CUSU Board of Trustees think that your state of health may be such as to be detrimental to the safe and efficient operation of the CUSU (in any area, function or capacity), you may be referred for a medical report to an Occupational Health Physician.

INSURANCE

87. The CUSU shall maintain insurance cover in accordance with the Employers Liability (Compulsory Insurance) Act 1969.

ACCOUNTABILITY AND AUTHORISATION

88. You must undertake the duties specified in this document and its appendices within the limits of the Constitution, Standing Orders and current Policies in force of the CUSU. It shall be the responsibility of the CUSU, through the Board of Trustees, to communicate these limits.

RETURN OF CUSU PROPERTY AND DOCUMENTATION

89. When your employment ends, you must return to the CUSU all property belonging to it that is still in your possession.
90. When your employment ends, you must leave to the CUSU in good order all records and documents relating to your work that are necessary or useful to the CUSU's continued operation. You are also required to prepare a handover document.

This contract is governed by and shall be construed in accordance within the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts for the settlement of any disputes arising in relation to this agreement whether in respect of its validity, interpretation, application, termination or otherwise.

On termination of this contract, or at any time, the CUSU may deduct from any sums then owing from it to you by way of salary or otherwise any sums owing from you to it.

Any receipt of this document includes the receipt of attached appendices (indicated by page numbers; the final page in this document is page 12; the document contains 90 clauses).

Yours sincerely,

Mark McCormack, General Manager

Date: 1st July 2015

I acknowledge receipt of this letter of which this is a duplicate, I have read and understood this agreement and agree to the terms and conditions set out therein and agree to abide by the above.

Signed: _____

Print: _____ Date: _____