

## Section 8 – Contracts & No Confidence Motions

### I. Contract For Sabbatical Officers

#### A. General

1. At the time of the Declaration of Nominations for Sabbatical Elections, each candidate will be issued with two copies of the Contract for Sabbatical Officers as set out in below.
2. Before handing the Contract to the Candidate, the Finance & Democracy Officer shall add the title of the post and attach the relevant job description from the Standing Orders.

#### B. Parties to Contract

1. This contract is made between UCL Union of 25 Gordon Street, London acting through its General Manager (the duty authorised agent for and on behalf of the Union) of the one part, and the elected Sabbatical Officer of the other part.

#### C. Employer

1. The employer is University College London, who has delegated to the Union the authority to elect its officers.

#### D. Job Title and Duration of Contract

1. This contract is for the post of: \_\_\_\_\_ Officer
2. The period of office is:
  - a. From 1st August in the year of election to 31st July in the following year.
  - b. In the month of July, the Sabbatical Elect will be employed by the Union for the purposes of training.

#### E. Remuneration

1. Salary
  - a. The officer will be paid an annual gross salary determined by the College which will be subject to confirmation and alteration from time to time by the College authorities. The salary will be paid for the 13 months of employment.
2. Expenses
  - a. There will be an expenses account, the size of which will be determined by Union Council and the Union Finances committee at the time of setting budgets for the following year. Officers will be able to claim out of pocket expenses incurred in the proper conduct of their duties subject to the production of V.A.T. receipts and confirmation by the rest of the Union Executive.

#### F. Duties of the Elected Officer

1. Hours of Work
  - a. The officer shall be required to work a minimum of 35 hours in each week excluding one hour each day for lunch. The officer will normally be expected to be engaged in Union activities for 7 hours each day between the hours of 9am and 6pm, Monday to Friday. The officer shall make arrangements to vary hours worked if circumstances demand that the officer work outside of those hours. This might apply to officers who have formal meetings and functions to attend outside normal working hours.
2. Job Description
  - a. The officer will be required, to the best of their ability, to carry out the duties of the office to which elected as described in the Standing Orders.
  - b. The officer will be required individually and collectively with the rest of the Executive, to ensure that all mandates from a GM or a meeting of Union Council or Executive concerning Union Policy and activity are adhered to and implemented within a reasonable time scale.
  - c. The officer will be required to produce written reports to Union Council, detailing activities undertaken in implementing the above and any other reports as may reasonably be required by a GM or a meeting of Union Council.

#### G. Holidays

1. The officer will be entitled to 22 days holiday during the period of contract (i.e. 13 months) in addition to Bank and Public holidays and periods when the College is shut.
2. Holidays shall not be taken during normal term time or during the period of Sabbatical training without agreement in advance by the rest of the Union Executive.
3. The General Manager shall keep the records of holidays taken.
4. Any unassigned or unauthorised absences will be counted as holiday without prejudice to the right of the Union to take disciplinary action if it feels it to be necessary.
5. The holiday record will be available to any member of the Union for inspection.
6. The Union Executive will be collectively responsible for ensuring adequate cover for the signing of Union cheques during periods of Sabbatical holiday and absence.
7. The Union Executive may agree, in advance, or retrospectively, to extraordinary leave in exceptional circumstances. This will not count towards holiday entitlement.

- H. Sickness
  - 1. In the event of incapacity for work due to illness:
    - a. the officer will be required to notify the Union on the first day of such an absence;
    - b. after 3 consecutive days of absence the officer will be required to produce a self certificate for illness;
    - c. after 7 consecutive days of absence the officer will be required to produce a doctors certificate.
  - 2. Payment for sick leave will be in accordance with College regulations and current legislation.
- I. Other organisations
  - 1. External Office or Employment
    - a. The Officer shall not engage in any other activity whether paid or unpaid during normal working hours except when agreed in advance by the Union Executive.
    - b. The Officer shall not engage in any paid employment within the Union except those duties for which they are employed as a Sabbatical officer.
  - 2. Trade Unions
    - a. The officer is free to belong to a Trade Union.
- J. Notice
  - 1. The contract may be terminated early by:
    - a. the officer giving one months notice in writing to the Union Council;
    - b. the Union without notice upon the passing of a vote of "No Confidence" in the officer in accordance with the provisions of the standing orders. In this case, payment of one month's salary will be made in lieu of notice.
  - 2. No payment in lieu of notice will be paid if the officer has committed any criminal or civil offence against or on behalf of the Union or where the officer is guilty of gross misconduct, as defined in the disciplinary procedure.
- K. Training
  - 1. The officer will be given the maximum opportunity to attend training and other courses which may be offered with the approval of the rest of the Executive. The retiring Sabbatical Officers in conjunction with the Union's General Manager will be responsible for drawing up a training programme for Sabbatical Officers-Elect.
- L. Declaration of Interest
  - 1. On undertaking employment with the union, officers shall declare any relevant relationship with any firm, organisation or individual with which the Union has dealings. Declaration of interest shall be seen as a continual process so that interests are declared as the Union makes new contracts and begins new dealings.

Signed by the officer: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by the General Manager of UCL  
Union as the duly authorised agent \_\_\_\_\_ Date \_\_\_\_\_

## II. No Confidence Procedure For Sabbatical Officers

- A. Procedure
  - 1. No-confidence motions may be submitted to Union Council or to a General Meeting. A no-confidence motion must specify in which of these forums it is to be debated.
  - 2. Two emergency meetings of Union Council or two EGMs, as specified by the motion, shall be called on receipt of a no-confidence motion.
  - 3. These meetings shall be separated by at least a week.
  - 4. No-confidence motions require at least one proposer and 50 seconders, all of whom must be Union members, and who must sign the motion along with stating their department.
  - 5. Sabbatical officers may only be no-confidenced if the Sabbatical Contract has been broken or if they are guilty of gross misconduct.
  - 6. The no-confidence motion must state how and when the contract was broken or what gross misconduct has taken place.
  - 7. The Governance Committee must rule out any motion which does not conform to the rules above.
  - 8. The motion must be displayed on the official notice board for seven days prior to the first meeting.
  - 9. The motion must be passed by a two-thirds majority at the two consecutive meetings.
- B. Appeal

1. Once a motion of no-confidence has been passed at the first meeting, the officer in question will immediately be suspended from duty.
2. If the officer wishes to appeal they must give notice in writing to the General Secretary within 48 hours of the first vote.
3. If no appeal is lodged the officer will be deemed to have been dismissed once the motion is passed at the second meeting.
4. If an appeal is lodged, an Appeal Committee will be formed and will:
  - a. consist of two senior treasurers and a sabbatical officer from another University of London school or college;
  - b. rule on whether the contract was broken or if gross misconduct took place. They can not express any other opinion on the matter;
  - c. meet prior to the second meeting.
5. Should the appeal be successful, the officer shall return to duties and Governance Committee shall be bound to rule the motion out of order.
6. If the appeal is unsuccessful, the officer will remain suspended until the second Council or EGM.
7. If the motion is passed for a second time the officer will be deemed to have been dismissed with immediate effect.
8. If the motion is not passed for a second time, the officer shall return to duties as normal.

**III. Nominations Contract**

- A. All students wishing to stand for any Union election must sign this contract and return it with their nomination forms. No student who has not signed the contract by the declaration of nominations will be declared a candidate.
- B. I, the undersigned, have read and understood all the regulations pertaining to elections contained within the Standing Orders and Information for Candidates Pack. Specifically, I promise:
  1. to follow the publicity, campaigning and general rules as laid out in the Standing Orders for Elections and Information for Candidate packs - both of which I have read;
  2. to do everything in my power to make sure no one campaigning on my behalf contravenes any of the rule relating to elections;
  3. to submit a budget of election expenses if required to do so by Elections Committee;
  4. not to campaign within the area of the ballot box as set by Elections Committee;
  5. not to interfere with any publicity relating to the elections.
- C. I understand that Elections Committee may take any action they see fit against me should I or any of my supporters break the rules relating to elections on the understanding that I will be allowed to present my case to Elections Committee
- D. If elected, I understand that:
  1. should I fail to fulfil my job as outlined in the Standing Orders - a copy of which I have read - I may be no-confidenced and dismissed from the post.
  2. the standing orders provide that I may be deemed to have resigned should I fail to attend two consecutive meetings of Council or any Union Committee as required by my job description.
  3. if I exercise my right not to be a member of UCL Union, I will automatically lose my post.
  4. to the best of my knowledge, I will be a registered student studying at University College London for the entire term of my office. If I am a sabbatical candidate, I will have to arrange to be registered as an affiliate student.
  5. should I ever wish to resign I will give written notice to the Finance & Democracy Officer.

Signed: \_\_\_\_\_

Department: \_\_\_\_\_

Date: \_\_\_\_\_

**IV. No Confidence Procedure for Non-Sabbatical Officers of Council**

- A. Procedure
  1. no confidence motions must be submitted to a meeting of Union Council
  2. no confidence motions require at least one proposer and twenty-five seconders, at least fifteen of whom must be Council members
  3. on receipt of a no confidence motion an Emergency Council Meeting shall be called

4. non-sabbatical members of Council may only be no confidence if they have failed to fulfil the duties of their post as outlined in the Standing Orders , or if they are guilty of gross misconduct
  5. the no confidence motion must state exactly which part of their job the officer has failed to fulfil
  6. Governance Committee must rule out of order any motion which does not conform to the rules above
  7. the motion must be displayed on the official notice board for fourteen days prior to the Emergency Council Meeting
  8. the motion must be passed by a two-thirds majority at the Emergency Council Meeting
- B. Appeal
1. once a motion of no confidence has been passed at the Emergency Council Meeting the officer in question will immediately be suspended from duty
  2. if the officer wishes to appeal, they must give notice in writing to the Finance & Democracy Officer within 48 hours of the vote
  3. if no appeal is lodged the officer will be deemed to have been dismissed
  4. if an appeal is lodged an Appeal Committee will be formed and will:
    - a. consist of two people elected by and from Council and an officer of another London school or college union
    - b. rule on whether the officer failed to fulfil the job description that is given in the Standing Orders or if they are guilty of gross misconduct. They cannot express any other opinion on the matter.
  5. should the appeal be successful the officer shall return to duty and Governance Committee shall be bound to rule the motion out of order
  6. this procedure need not be used to dismiss Council Members for non-attendance.

**V. Motions of Censure**

- A. Procedure
1. Where officers of Council have failed to fulfil the duties of their post as outlined in the standing orders, but their conduct is not sufficiently serious to warrant a motion of no confidence, a motion of censure may be submitted to Union Council;
  2. Motions of censure require at least one proposer and twenty-five seconders, at least fifteen of whom must be Council members;
  3. On receipt of a motion of censure an Emergency Council Meeting shall be called;
  4. The motion of censure must state exactly which part of their job the officer has failed to fulfil;
  5. Governance Committee must rule out of order any motion which does not conform to the rules above;
  6. The motion must be displayed on the official notice board for fourteen days prior to the Emergency Council Meeting;
  7. The motion must be passed by a two-thirds majority at the Emergency Council Meeting.