

CMLOG Officership Terms & Conditions 2025-2026

Preamble

The day-to-day activities of Comhaltas na Mac Léinn, Ollscoil na Gaillimhe (hereinafter "CMLOG or "the organisation" or "the Union") which is based at Áras na Mac Léinn, University of Galway, University Road, in the City of Galway is carried out by the Students' Union Executive Committee in conjunction with such staff as is retained by the organisation from time-to-time. The Students' Union Executive Committee of CMLOG comprises the elected officers of the organisation. As determined, from time-to-time by the membership through the CMLOG Constitution certain officers are to be considered "full-time" or "paid" and provided with a stipend in that regard (hereinafter "the full-time officers" or "the officer"), 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 the following Terms & Conditions are applicable to full-time officers:

Terms & Conditions

- The stipend of the full-time officers shall be payment of €519.23 per week (before any deductions). 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 officers shall be entitled to take twenty days' annual leave by agreement with the President (or the President by agreement with the Chairperson Finance Committee on not less than ten working days' notice. The aforementioned annual leave entitlement shall be in addition to the days at Christmas and Easter for which University of Galway Students' Union traditionally closes. To promote good physical health and mental health CMLOG considers it important that full-time officers take their annual leave during their term of office. In the event that 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. Time-off-in-lieu shall apply to officers and there shall be no pay *in lieu* of outstanding time-off-in-lieu accrued but not utilised during the term of the officership.
- The term-of-office shall commence at 00:00:00 on 1 July, 2025 and concludes at 23:59:59 on 30 June, 2026. Prior to commencing the term-of-office the full-time officers-designate shall for a period of two weeks up to and including 30 June, engage in crossover activities

with the full-time officers whose term-of-office is about to expire. These Officership Terms & Conditions including with prejudice to the generality of the foregoing Clause 1, Clause 7, and Clause 8, shall apply to this crossover period *mutatis mutandis*

- 4. The stipend shall be transmitted weekly on a week in arrears basis 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 CMLOG 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 Finance Committee In setting such rates the Finance 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 incurring personal expenditure in respect of goods or services the costs of which is fairly attributable to the organisation. It will be the responsibility of officers to provide evidence that their personal car insurance extends to cover their work duties. In the unlikely event that an amount in excess of the appropriate expenses is reimbursed CMLOG shall make deductions to redress the position in future transmissions of the stipend or of expenses reimbursements. The General Manager shall consider the officer's expenses claims for approval.
- 6. The duties of each officer shall be those discernible from the provisions of the CMLOG Constitution pertaining to the respective position together with those discernible from the policies adopted by the organisation in addition to such other duties as may be assigned to an officer from time-to-time by Comhairle Comhaltas na Mac Léinn and/or the President. Such duties shall be conducted to the best of the officer's ability. Officers are the public face of CMLOG 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 the CMLOG offices based at Áras na Mac Léinn, NUI Galway, University Road, in the City of Galway. All officers shall be expected to travel away from the CMLOG offices HQ as the need arises to attend USI meetings, meet with other students' unions, 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). Unless at a meeting or activity approved by the President or the Students' Union Executive Committee and recorded in advance in a central diary, officers shall be present at the CMLOG offices 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. Officers may given the nature of the role find that the proper fulfilment of their officership requires them to be actively in the conduct of their officerships for additional periods than those noted. Such additional input will not, given the nature of the officership result in any increase in the stipend.

9. Where an officer is persistently not in compliance with Paragraph 8 (*id est* on more than three noted occasions without reasonable excuse) then the Finance 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 sanction the officer in any manner considered appropriate, including but not limited to, reducing the stipend of the officer for a set period, requiring the officer to work additional hours to make up for lost time, set-off loss of annual leave entitlements, direct the officer to undertake a particular course of action (including training), suspending or otherwise limiting the officer's access to equipment and resources of the Union, *etcetera*. When considered appropriate the Finance 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 Council next following the making of such order.

- 10. Notwithstanding the democratically elected nature of officership, where the alleged conduct of any officer appears prior to full consideration to be manifestly egregious, the Finance Committee may suspend that officer, with or without suspending their stipend as the circumstances may warrant, pending examination of the matter. In such circumstances the officer shall no longer carry out their duties nor style or hold themselves out to be an officer of CMLOG during the review period, which shall be conducted as expeditiously as possible whilst allowing for fair procedures and due process.
- 11. Officers shall also attend such events as are incumbent upon their officerships such as (but not limited to) training events, meetings of Comhairle Comhaltas na Mac Léinn, USI meetings *etcetera* whenever so convened including on weekends.
- 12. Where an officer is unable to actively conduct their officership on any given day due to illness then the President (or the General Manager in the case of the President) shall be notified before 10:30. Where the absence exceeds two days the officer shall provide a doctor's certificate to the President (or the 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.
- 13. Beyond compliance with any statutory obligations (if any) incumbent upon it in such respect, the organisation does not operate a sick pay scheme. The Finance 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.

- 14. The organisation will facilitate Officers with deductions from wages at source for the purposes of making payments to a pension scheme. Details of the pension scheme are available from the General Manager. Membership of this scheme is voluntary and the organisation will not make any contribution to the pension scheme.
- 15. 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 the CMLOG offices at any time without proper pre-authorisation.
- 16. 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 CMLOG all passwords for equipment, email accounts, websites, social media handles etcetera together with any keys, access cards and equipment which is the property of CMLOG.
- 17. 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 CMLOG systems or equipment belong to CMLOG will remain accessible to CMLOG at any time. Misuse, or inappropriate use of systems or websites or any electronic data may result in a report regarding same being made to Comhairle Comhaltas na Mac Léinn. The availability of equipment to officers who are non-compliant with this Paragraph 17 may be restricted. CMLOG 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 CMLOG.
- 18. Each Officer shall devote their 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 the Finance Committee.
- 19. Each Officer acknowledges that in the event that the members of the organisation vote in a referendum to impeach an officer then that officer shall cease to hold their officership immediately upon the declaration of such a referendum result. Unless such notice period is waived by the Chairperson of the Finance Committee, no officer may resign without providing at least four weeks' notice of their intention so to do to the President (or to the General Manager and to the Chairperson of the Finance Committee in respect of the President). For the avoidance of doubt, the existence of any doubt being denied, the failure of an elected

member to take up their position shall be deemed to be a declination of the position resulting in the position being vacated.

- 20. 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.
- 21. Officers shall familiarise themselves with and abide by such operations manuals, handbooks, protocols, health and safety procedures *etcetera* as may be made available by CMLOG. Failure so to do may be considered a breach of these terms and conditions within the ambit of Paragraph 9 hereof.
- 22. 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.
- 23. 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.
- 24. 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 CMLOG Constitution (including but not limited to any terms herein regarding discipline and/or impeachment) in force from time-to-time.

Testimonium & Attestation

l, [insert name]

of:

[insert address]

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:			
	[signatu	re]	
In the presence	e of:		
Witness Name	:		
Witness Addre	ss:		

Witness Signature: