

# CSCSA Rule Book

## Core rules

List of Rules	Page
<b>Constitution</b>	
1 - Name and Registered Office	3
2 - Aims and Objectives	4
3 - Structure and Government	6
4 - Local Representatives	12
5 - Elections of Local Representatives	13
6 - 'CSCSA' Administration	16
7 - 'CSCSA' Accounting and Auditing	19
<b>Membership</b>	
8 - 'CSCSA' Members	21
9 - Sanction and expulsion	23
9a – Grievance	26
10 - Membership representation	28
<b>Full time officials</b>	
11 – Positions of the Executive	28
12 – Appendices	31

## Rule 1. Name and Registered Office.

### **1. NAME AND REGISTERED OFFICE**

- 1.1 The name of the union is: 'Curry's Supply Chain Staff Association Trade Union' also known as the 'CSCSA Trade Union' or simply 'CSCSA'
- 1.2 The registered office of the CSCSA Trade Union is:

CSCSA Office.  
Building 1,  
Long Hollow Way,  
Newlink Business Park,  
Newark, Nottinghamshire  
NG24 2NH.

- 1.3 This rule book applies to all members of the CSCSA Trade Union and is the entirety of the rules applicable to the membership, unless a special case, specifically provided for within these rules.

## Rule 2. Aims and Objectives.

### **2. AIMS AND OBJECTIVES**

2.1 The aims and objectives of the CSCSA Trade Union are:

- 2.1.1 The regulation of the relations between the employees/workers -for as long as a contract to provide services exists- of the Team Knowhow division of Dixons Carphone PLC (formally known as 'Currys Supply Chain') and the employer.
- 2.1.2 To maintain good industrial relations.
- 2.1.3 To conduct into collective bargaining with the employer in respect of the matters commonly known as Section 178(2) issues, along with other issues as agreed upon with the employer.
- 2.1.4 To undertake the role of recognised Health & Safety representatives within the context of

‘Safety representatives, Safety Committee’s’  
legislation.

2.1.5 The swift resolution of any potential dispute or matters of contention through appropriate channels of communication, consultation, negotiation and mediation to ensure that issues and concerns are addressed when and where they arise.

2.2 The ‘CSCSA Trade Union’ will operate within the context of the Trade Union and Labour Relations consolidation Act (TULRCA) sections on collective bargaining, consultation, negotiation, provision of reasonable time, protection from detriment, informing and consulting employees (ICE) and the Health and Safety at Work Act (HaSaWA)

2.3 The election process, whilst democratic, will follow the process agreed by the ‘CSCSA’ for cost efficiency and practicality given the national nature of the union and its continual amalgamation and integration with other bodies i.e. Forums and staff participation groups. All local representatives will be elected by their

work unit. All other roles will be appointed from amongst elected local representatives. Any elected local representative wishing to be considered for a vacancy on the Executive body will apply, be interviewed by the Vice President, National Secretary and a local representative, and if successful, will be recommended to the President who will appoint said person to the vacancy. The term of office for any representative, local or executive will be continuous subject to exceptions contained in Rule 3.

## Rule 3 Structure and Government.

### **3. STRUCTURE AND GOVERNMENT**

3.1 The 'CSCSA' will be run on a day to day basis by the Executive team ('Executive'). The Executive will consist of local representative members who will be appointed to undertake the roles of:

3.1.1. A President;

3.1.2. A National Secretary;

3.1.3. Vice President (s).

3.2 In addition to their role as local representatives, each of the above roles is summarised as follows:

- 3.2.1 The Presidents Executive duties include responsibility for the day to day running of the Executive and the Union. The president will be the principal contact if members of the union wish to express any views and will be ultimately responsible for the decisions taken by the Union. The president will provide guidance and direction for the union representatives and members. This role also involves liaising with the various forums within the company and local representatives.
- 3.2.2 The National Secretary's Executive duties include being responsible for the administrative duties set out in this rule book. The National Secretary will also be responsible for reporting to the Executive on the unions financial, legal and administrative matters. The National Secretary may also be required on occasion to participate in operational support of the Executive. Also on occasion to deputise for the president or vice president.

- 3.2.3 The Vice President (s) Executive duties include assisting the President in the day to day running of the union. This role also involves liaising with various forums within the company and local representatives. The Vice President (s) will on occasion deputise for the President or the National Secretary.
- 3.3 The CSCSA is recognised by the Team Knowhow division of DixonsCarphone PLC as the sole trade body with whom they have a recognition agreement.
- 3.4 Executive decisions will be made by a majority vote of the Executive.
- 3.5 The Newark Organiser/s (fulltime appointments) will primarily organise activities across Newark Campus and Sheffield plus support other areas as required by the President.
- 3.6 Regional Officer/s (fulltime appointments) will directly support CSC local representatives and provide mentoring, coaching and training to all representatives as required.



- 3.7 The Executive may at any time and for whatever reason resolve to remove a member of the Executive. This will be actioned by a simple majority.
- 3.8 Should an exigency of service arise, the President may appoint local representatives as support to the Executive.
- 3.9 A local representative may decline such an appointment.
- 3.10 The Executive will appoint a Responsible Officer to oversee any election process.
- 3.11 Members of the Executive will meet at regular intervals as required. At these meetings the Executive will discuss:
  - 3.11.1 Matters arising from discussions with local representatives.
  - 3.11.2 Matters arising from the regular divisional meetings which members of the Executive attend.
  - 3.11.3 Matters to be discussed at the forthcoming director meeting.

3.11.4 Issues of social or economic impact upon the membership.

3.11.5 The following periods of plan of activity.

3.11.6 Any other business.

3.11.7 Members of the Executive must ensure that they conduct their duties to the best of their ability. They must demonstrate appropriate standards of behaviour and not bring the 'CSCSA' into disrepute by any word or action.

3.11.8 A member of the Executive may be removed from office if:

3.11.9. They are found to have committed an act of misconduct or gross misconduct under the company or the 'CSCSA' disciplinary rules and procedures.

3.11.10. They cease to be a member of the 'CSCSA'.

3.11.11. They are promoted beyond the level of G3 in the company.

3.12. A member of the Executive may resign their position giving a notice of three months, or less by agreement with the remaining members of the Executive, by sending a letter of resignation to the 'CSCSA' National Secretary at its registered address.

3.13. Following the resignation of an Executive member, the remaining members of the Executive may appoint a new member to fill the vacant role as soon as is reasonably practicable from within the ranks of local representatives if this is deemed necessary.

3.14. Members of the Executive will not be entitled to any form of remuneration from the 'CSCSA'. However, the company will continue to pay the salary attached to their substantive post and reimburse Executive members for reasonable expenses incurred in the performance of their duties.

3.15. Members of the Executive acknowledge that through internal Executive meetings, or meetings with the company leadership team, sensitive information relating to the company including but not limited to, individual employees, revenues,

forecasts, plans, sales, margins, or other financial information ('confidential information') may be discussed. Subject to the Public Interest Disclosure Act 1998, members of the Executive must not use, divulge, or disclose to any employee or third party any confidential information. This restriction extends beyond the termination of the Executive appointment and employment with the company. Any unauthorised use or disclosure of confidential information may result in removal from the Executive and exposure to the company disciplinary procedure.

## Rule 4 Local Representatives.

### **4 LOCAL REPRESENTATIVES**

4.1.1 Any member of the 'CSCSA' shall be eligible to stand in an election to become a Local Representative providing they:

4.1.2a Any applicant's disciplinary status, warranting exclusion to be determined on its merits by the Executive.

- 4.1.3 Has not previously behaved in a manner detrimental to the 'CSCSA' as defined by the Executive.

## Rule 5. Elections of Local Representatives.

### **5 ELECTIONS OF LOCAL REPRESENTATIVES**

- 5.1.1 All elections (Ballots) will be conducted in secret and the anonymity of voting members will be maintained throughout the process.
- 5.2 The term of office for a local representative is continuous unless the representative resigns, leaves the company, is promoted above G3, or commits an act which makes their continuing in the role untenable.
- 5.3 The names of those wishing to stand as a local representative must be displayed in a prominent position within their site/work area for two weeks prior to the first day of the ballot.

- 5.4 The election days for local representatives will be organised by the Executive assisted by existing local representatives, and it is their responsibility to ensure that as many members as far as is reasonably practicable are able to cast their votes. And that as far as is reasonably practicable non members are prevented from casting a vote.
- 5.5 The count will be supervised by at least 1 member of the Executive and an independent person.
- 5.6 The National Secretary will be responsible for notifying the outcome to the candidates, the members, and the employer.
- 5.7 Any challenges to the process or outcome should be in writing, addressed to the 'CSCSA' President. The President will investigate any complaint submitted in writing within two weeks of the ballot outcome announcement. The President's decision in this matter is final.
- 5.8 A Local Representative will be removed from office if:

- 5.8.1 They are found guilty of misconduct or gross misconduct under either the company or 'CSCSA' disciplinary rules and procedures.
- 5.8.2 Any applicant's disciplinary status warranting exclusion to be determined on its merits by the Executive.
- 5.8.3 They cease to be a member of the 'CSCSA'.
- 5.9 The Executive will organise ballots as soon as is reasonably practicable in respect of the election of local representatives.
- 5.10 A Local representative may resign by giving no less than three months-notice (less by agreement with the Executive) by sending a letter or emailing their resignation to the 'CSCSA' at its registered office.
- 5.11 Local representatives acknowledge that through internal meetings among themselves or in meetings between themselves and the executive, confidential information (as

defined in rule 3.15) may be discussed. Subject to the Public interest disclosure act 1998, Local representatives must not use, divulge, or disclose to any worker or third party, any confidential information. This restriction extends beyond the termination of their Local representative appointment and employment with the company. Any unauthorised use or disclosure of confidential information will result in their removal as a local representative and may also result in them being subject to the company disciplinary procedure.

## Rule 6 ‘CSCSA’ Administration.

### **6 CSCSA ADMINISTRATION**

- 6.8 The National Secretary will have overall responsibility for ensuring that the ‘CSCSA’s obligations are complied with. The National Secretary must:
- 6.9 Maintain a register of the names and addresses of members and to ensure so far as is reasonably practicable, that the register is accurate and up to date.



- 6.10 Keep proper accounting records and establish (where required) and maintain a satisfactory system of control of the 'CSCSA's accounting records, any cash holding it may have, and any of its receipts and remittances. Keep accounting records available for inspection for a period of six (6) years following their creation.
- 6.11 Ensure that any member is supplied with a copy of these rules on request.
- 6.12 Ensure that an annual return is sent to the certification officer each calendar year. The annual return must include the following information:
- 6.12.1 Accounts showing the 'CSCSA's income and expenditure (if any) during the period in question.
  - 6.12.2. The 'CSCSA's balance as at the end of that period.
  - 6.12.3. Details of any salary or other benefits (if any) paid to members of the Executive.

6.12.4. A copy of the Auditor's report, together with any other documents relating to the report (AR21) that the certification officer may require.

6.12.5. A copy of the 'CSCSA's rules current at the end of the period to which the return relates.

6.12.6. A statement of the number and names on the register of members at the end of the relevant month.

6.12.7. Notification of any change in the officers of the 'CSCSA' or any change to the head office of the 'CSCSA' during the relevant period.

- 6.7 Ensure that within either (8) weeks of the annual return being submitted all members have the opportunity of viewing a financial statement which is consistent with the contents of the annual return.
- 6.8 Occasionally the 'CSCSA' may wish to absorb, or affiliate to, internal structures such as staff forums or similar staff participation groups.

All Executive members must agree. Provided this is the case, then any elected local representative of the group being absorbed into the 'CSCSA' may continue in the capacity of local representative for the 'CSCSA'. All doing so must accept membership to the 'CSCSA' Failure to join will result in the immediate exclusion, and withdrawal of the co- option offer. They may join on a later date as members with the chance to stand as a local representative when a vacancy arises.

## Rule 7 'CSCSA' Accounting and Auditing.

### **7 CSCSA ACCOUNTING AND AUDITING**

- 7.1 The 'CSCSA's accounting period will be first (1<sup>st</sup>) May to thirtieth (30<sup>th</sup>) April.
- 7.2 The 'CSCSA's Primary source of income will be the 'Company'. The company will pay such amounts to ensure the proper running, management, and other reasonable expenses of the 'CSCSA' are met.
- 7.3 The Executive must appoint one or more Auditors in respect of each accounting period to

audit the accounts contained in the annual return. The Auditor must be qualified to act as a company auditor unless:

7.3.1. The receipts and payments in respect of the 'CSCSA's last accounting period did not exceed an aggregate total of £5000.

7.3.2. At the end of the accounting period, the 'CSCSA had fewer than 500 members.

7.3.3. The value of any assets held by the 'CSCSA' at the end of that period did not exceed an aggregate total of £5000.

*If these requirements are met, then the chosen Auditor may be unqualified, although they must be independent insofar as they are not 'CSCSA' officers or employees of Dixons Carphone Group.*

## Rule 8 ‘CSCSA’ Members.

### 8 ‘CSCSA’ MEMBERS

8.1 Employees/workers are entitled to become members of the ‘CSCSA’ unless in the opinion of the Executive, an employee should be excluded from membership. Eg- a person holding views diametrically opposed to those of the ‘CSCSA’.

8.1.1. Membership may be withdrawn from an individual holding views diametrically opposed to those of the CSCSA or acting in a manner which does not reflect the values or ethos of the CSCSA.

8.2 There will be no charge for membership.

8.3 An employee or a worker the company who wishes to be a member of the ‘CSCSA’ must indicate this in writing and must fill in a membership form fully. In doing this they consent to:

8.3.1. The 'CSCSA' undertaking the information, consultation, negotiation and Health & Safety procedures set out in the Recognition Agreement on their behalf.

8.3.2. Abiding by the election process set out in these rules.

8.4 If the National Secretary is satisfied that there are no reasonable grounds to exclude a worker from membership of the 'CSCSA' then the workers name and address will be added to the register of members. All members of the 'CSCSA' are entitled to:

8.4.1. (Subject to Rule 3) stand as candidate in elections for local representative.

8.4.2. Vote in ballots held by the 'CSCSA' on issues affecting their employment.

8.5 A member may cancel their membership of the 'CSCSA' in writing via letter or email to the National Secretary asking for their name

and address to be removed from the register of members.

## Rule 9. Sanction and Expulsion.

### **9 SANCTION AND EXPULSION**

9.1 All local representatives and members have a duty to follow the rules of the 'CSCSA'.

9.2. A sanction including expulsion may be taken against any local representative/member who:

9.2.1. Acts in a manner prejudicial or detrimental to the CSCSA.

9.2.2. Commits any act of discrimination or harassment on the grounds of any of the protected characteristics within the Equality Act 2010.

9.2.3. Defrauds the 'CSCSA' in anyway.

9.3. Where there appears to be reasonable grounds to believe that a local representative/member may

be guilty of unacceptable behaviour:

- 9.3.1 A member of the Executive (the Secretary) will investigate the matter and decide whether the allegations have any substance.
- 9.3.2 If as a result of the investigation the Secretary believes that there are grounds upon which a sanction is required, the Secretary may without prejudice suspend the local representative/member and will refer the matter to another member of the Executive (the Vice President) to consider appropriate action.
- 9.3.3 The Vice President will then consider the matter and decide on the appropriate course of action.
- 9.3.4 If the Vice President decides that sanction (including expulsion) is appropriate, the local representative/member will be sent a written notice specifying the allegation/s and an invitation to attend a hearing to discuss the matter.
- 9.3.5 The local representative shall be entitled to be represented at the hearing by the



representative of their choice limited to a 'CSCSA' representative or work colleagues <sup>5</sup>.

- 9.5.6 This limitation is imposed as the process is an internal CSCSA matter and has no impact upon the person's contract of employment.
- 9.3.7 The local representative will be given the opportunity to state their case in full at the hearing.
- 9.3.8 Following the hearing the Chair will decide on what, if any sanction to take against the local representative/member.
- 9.3.9 The local representative/member will be informed of the decision of the Chair within 14 days of the hearing and will be notified of their right to appeal against the decision of the Chair, if any sanction is taken.
- 9.3.10 If the local representative/member decides to appeal against the sanction, the appeal will be referred to the President of the Executive. After due consideration of the local representative's/member's appeal the President will make the final decision as to the outcome.

9.3.11 If the Secretary finds that a local representative/member may have committed an alleged act of discrimination or harassment the alleged perpetrator will be removed from membership immediately by the Secretary and subject to the appeal element of the process (should he/she wish to do so) via the President whose decision will be final. The CSCSA takes a zero-tolerance approach to any form of harassment or discrimination.

## Rule 9a Grievance.

### **9a Grievance.**

9.a.1 Grievances against the 'CSCSA' Executive team member, against a single member or any local representative should be sent via letter or email to the National Secretary at the 'CSCSA's registered address regardless of who the Grievance is against.

9a.2 The National secretary will nominate an uninvolved member of the Executive to make all arrangements to hear the grievance (The

Chair).

- 9a.3 The Chair will hear the grievance, investigate any points or issues raised at the hearing, and come to an outcome, which will be communicated to the aggrieved member within 14 days of arrival at that outcome.
- 9a.4 Should the aggrieved member wish to appeal the chair's decision, they should email the National Secretary within 7 days of receipt of their outcome email.
- 9.a.5 The National secretary will nominate an uninvolved member of the Executive to make all arrangements to hear the appeal or will nominate a local representative uninvolved in the situation.
- 9a.6 The Chair will hear the appeal, make any investigations that they deem necessary and come to a decision which will be communicated to the aggrieved member within 14 days of arrival at that decision.
- 9a.7 The appeal Chair's decision is final.
- 9a.8 No further action will be taken on a grievance unless it is upheld, either partially or fully.

## Rule 10 Membership representation.

### **10. Members Right to representation.**

- 10.1 The Executive may at its absolute discretion provide a member of the 'CSCSA' with representation at disciplinary, grievance, and some other meetings with the company where requested by the member to do so.

## Rule 11 Positions on the Executive.

### **11. Executive interview process.**

11.1. The 'CSCSA' will hold interviews for vacant positions on the Executive, once the majority of the Executive have determined a replacement is necessary. Invitations will be sent to eligible local representatives to apply for the position as soon as is reasonably practicable.

11.2. Prior to the interview stage for an Executive position, the existing Executive will

call a meeting of all eligible local representatives to fully explain the role. Following this meeting any local representative wishing to be considered for appointment will be required to apply in writing to the National secretary.

- 11.3 Two weeks' notice will be provided to local representatives of an interview taking place.
- 11.4 All local representatives are entitled to apply for a vacancy on the Executive unless they have been excluded from doing so.
- 11.5 The length of office for a member of the Executive and for a local representative is ongoing, has no end date, except where the member of the Executive or the local representative is promoted "out of scope" leaving the employment of Dixons Carphone PLC (Formally Curry's Supply Chain) or sanctioned by the 'CSCSA' as part of an internal 'CSCSA' investigation into a

representatives/member's  
behaviours, ethos or values.

## **12. Appendices.**

*Rule 2.3* Proposed and ratified by a majority vote at the National meeting held on the 17th September 2009 at Hemel Hempstead.

*Rule 3.7* Proposed and ratified by a majority vote at the National meeting held on 20th January 2010 at Newark Campus.

*Rule 4.1.2a* Proposed and ratified by a majority vote at the National meeting held on the 20th January 2010 at Newark campus.

*Rule 9.3.5.* Proposed and ratified by a majority vote at the National meeting held on the 17th September 2009 at Hemel Hempstead. “A work colleague can accompany a local representative at an internal ‘CSCSA’ disciplinary hearing subject to the signing of an appropriate Non-Disclosure Agreement, or alternatively agreeing to leaving the room when information confidential to the ‘CSCSA’ is discussed”.

*Rule 11.5.* Proposed and ratified by a majority vote at the National meeting held on 6th February 2008 at Hemel Hempstead.

All amendments contained within the Rule book discussed and ratified, National Meeting April 2019.

All outstanding items from April 2019 contents discussed and ratified at the National Meeting February 2020 by the Executive and full-time officials of the CSCSA and accepted as the CSCSA Rule Book.