



**CURRYS**  
TRADE UNION

**Currys Trade  
Union  
Rule Book  
2022**

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## 1. Name and registered office

- 1.1. The name of the union is: 'Currys Trade Union' also known as the 'CTU Trade Union' or simply 'CTU'
- 1.2 The registered office of the Currys Trade Union is:  
Currys Trade Union Office.  
Building 2,  
Long Hollow Way,  
New Link Business Park,  
Newark, Nottinghamshire  
NG24 2NH.  
E-mail: secretary@myctu.co.uk
- 1.3. This rule book applies to all members of the Currys Trade Union and is the entirety of the rules applicable to the membership, unless a special case, not specifically provided for within these rules arises.

## 2. Aims and objectives

- 2.1. The aims and objectives of the Currys 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 following employers Currys, Webhelp, GXO and GSA (April 2022).
  - 2.1.2 To maintain good industrial relations.
  - 2.1.3. To conduct 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 and 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 'Currys 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 agreed Sept 2009, whilst democratic, will follow the process agreed by the 'CTU' (then 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 following interview. Any elected local Representative wishing to be considered for a vacancy will apply, be interviewed by a National Officer, National Secretary and a local Representative. 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.

### 3. Structure and government

3.1. The 'CTU' 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 Principal Officer / Vice Principal Officer(s)

3.1.2. A National Secretary.

3.1.3. National Officer/s

The above roles are the Executive body.

3.1.4. Miscellaneous Fulltime roles which may be required to provide efficient and effective services to members. I.e Regional Officer(s).

3.1.5. Only members of the executive team may vote to remove a member of the Exec body.

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

3.2.1. The Principal Officer's executive duties include responsibility for the day to day running of the Executive and the Union. The Principal Officer will be ultimately responsible for the decisions taken by the Union. The Principal Officer will provide guidance and direction for the union Representatives and members as required. This role also involves liaising with the various forums within the company and local Representatives. Vice Principal's duties/responsibilities are as directed by the Principal Officer.

3.2.2. The National Secretary is responsible for reporting to the Executive on the unions financial, legal and disciplinary matters. The National Secretary may be required on occasion to participate in operational support to the Executive. Occasionally to deputise for the Principal Officer or National Officer/s. All complaints regarding the CTU should be directed to the National Secretary at [secretary@myctu.co.uk](mailto:secretary@myctu.co.uk). All employees signing a membership application are committing to this process.

3.2.3. The National Officer (s) Executive duties include assisting the Principal Officer in the day to day running of the union. This role also involves liaising with various forums within the company, local Representatives, and members. The National Officer (s) may, on occasion, deputise for the Principal Officer/Vice Principal or the National Secretary.

3.3. The CTU is recognised by the following as the sole trade body with whom they have a recognition agreement at our members location: Curry's, WebHelp, GXO, GSA.(As of April 2022)

3.4. Executive decisions will be made by a majority vote of the Executive.

3.5. The Newark Organiser/s will primarily organise activities across Newark Campus-GXO/GSA- plus support other areas as required by the Principal Officer or a National Officer.

3.6. Regional Officer/s will directly support local Representatives and provide additional mentoring, coaching, and training to all Representatives if 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. As this is a majority, democratic decision there is no appeal process.
- 3.8. Should an exigency of service arise, the Principal Officer 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 National 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. Activity planning.
  - 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 'CTU' 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 'CTU' disciplinary rules and procedures or demonstrated serious error/s of judgement in respect of CTU ways of working.
    - 3.11.10. They cease to be a member of the 'CTU'.
    - 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 'CTU' National Secretary at its registered address.
- 3.13. Following the resignation of an Executive member, the remaining members of the Executive may appoint a local Representative 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 'CTU'. 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.

## 4 Local Representatives

4.1. Any member of the 'CTU' shall be eligible to stand in an election to become a Local Representative providing that:

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

4.1.2 Has not previously behaved in a manner detrimental to the 'CTU' as defined by the Executive.

## 5 Elections of local Representatives

5.1. All elections (Ballots) will be confidential, 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 Level 3 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 National Union Officer (MAC) assisted by existing Representatives, and it is their responsibility to ensure that as many members as far as is reasonably practicable are able to cast their votes. 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 a Regional Officer and an independent person. Candidates for election may attend and observe the count if they wish.

5.6. The National Union Officer (MAC) will be responsible for notifying the outcome to the candidates, the Executive, the members, and the employer.

5.7. Any challenges to the process or outcome should be in writing, addressed to the 'CTU' National Secretary. The National Secretary will investigate any complaint submitted in writing within one week of the ballot outcome announcement. The Principal Officer will be informed of the investigation outcome. The Principal Officer's decision in this matter, based upon the Secretary's report, 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 'CTU' 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 'CTU'.
- 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 'CTU' 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.

## 6 CTU Infrastructure

- 6.1. The National Secretary will have overall responsibility for ensuring that the 'CTU's obligations are complied with. The National Secretary must:
- 6.2. Keep proper accounting records: Maintain a satisfactory system of control of the 'CTU'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.
- 6.3. Ensure that any person is supplied with a copy of the CTU rules on request.
- 6.4. Ensure that an annual return is sent to the Certification Officer each calendar year as required. The annual return must include the following information:
- 6.4.1. Accounts showing the 'CTU's income and expenditure (if any) during the period in question.
  - 6.4.2. The 'CTU's balance as at the end of that period.
  - 6.4.3. Details of any salary or other benefits (if any) paid to members of the Executive.
  - 6.4.4. A copy of the Auditor's report, together with any other documents relating to the report (AR21) that the certification officer may require.
  - 6.4.5. A copy of the 'CTU's rules current at the end of the period to which the return relates.

6.4.6. A statement of the number of members on the register of members (MAC maintained by the National Officer) at the end of the relevant month.

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

6.5. Ensure that within (12) weeks of the annual return being submitted and accepted by Certification all members have the opportunity of viewing a financial statement which is consistent with the contents of the annual return.

6.6 Occasionally the 'CTU' may wish to absorb, or affiliate to, 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 'CTU' may continue in the capacity of local Representative for the 'CTU'. All doing so must accept membership to the 'CTU' Failure to join will result in the 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.

6.7 The National Officer must maintain a register of the names and addresses of members and to ensure so far as is reasonably practicable, that the register is accurate, up to date and secure.

## 7 CTU accounting and auditing

7.1. The 'CTU's accounting period will be first (1st) May to thirtieth (30th) April.

7.2 The 'CTU'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 'CTU' 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 'CTU's last accounting period did not exceed an aggregate total of £5000.

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

7.3.3. The value of any assets held by the 'CTU' 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 'CTU' officers or employees of Currys Group.



## 8 'CTU' members

8.1 Employees/workers are entitled to become members of the 'CTU' 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 'CTU'.

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

8.2 There will be no charge for membership.

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

8.3.1. The 'CTU' undertaking the information, consultation, negotiation, collective bargaining and Health and Safety procedures on their behalf.

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

8.3.3. Abiding by the complaints process: all complaints in writing to the Secretary.

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

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

8.4.2. Vote in a ballot when held by the 'CTU' on issues affecting their employment.

8.5. A member may cancel their membership of the 'CTU' in writing via letter or email to the National Secretary asking for their name and address to be removed from the register of members.

## 9 Sanction and expulsion

9.1 All Representatives and members have a duty to follow the rules of the 'CTU'.

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

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

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 'CTU' in anyway.

9.3. Where there appears to be reasonable grounds to believe that a Representative/member may be guilty of unacceptable behaviour:

9.3.1. The Secretary will investigate the matter and decide whether the allegations have any substance and advise the Principal Officer accordingly.

9.3.2. If, because of the investigation, the Secretary believes that there are grounds upon which a sanction is required, the Secretary may without prejudice suspend the

Representative/member and will refer the matter to another member of the Executive or National Officer to consider appropriate action.

9.3.3. The Officer appointed will then consider the matter and decide on the appropriate course of action.

9.3.4. If the National Officer 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 Representative/member shall be entitled to be represented at the hearing by the Representative of their choice limited to a 'CTU' Representative or work colleague.

9.3.6. This limitation is imposed as the process is an internal CTU matter and has no impact upon the person's contract of employment.

9.3.7. The Representative/member 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 Representative/member.

9.3.9. The 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 proposed.

9.3.10. If the Representative/member decides to appeal against the sanction, the appeal will be referred to the Principal Officer of the Executive. After due consideration of the local Representative's/member's appeal the Principal Officer will make the final decision as to the outcome.

\*\*Please note there is no appeal if the process is a removal of an Exec member by a majority ballot of the Exec. Refer to rule 3.7

9.3.11. If the Secretary finds that a Representative/member may have committed an alleged act of discrimination or harassment (involving a protected characteristic) 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 Principal Officer, whose decision will be final. The CTU takes a zero-tolerance approach to any form of harassment or discrimination relating to a protected characteristic.

9.4. Grievances against the 'CTU' Executive team member, against a single member or any local Representative should be sent via letter or email to the National Secretary at the 'CTU's registered address regardless of whom the Grievance is against unless the grievance is against the Secretary. In that event, please send to a National Officer who will investigate.

9.5. The National secretary will nominate an uninvolved member of the Executive to make all arrangements to hear the grievance (The Chair).

9.6. 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.

9.7 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.

9.8. The National secretary will nominate an uninvolved member of the Executive to make all arrangements to hear the appeal.

9.9. 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.

9.10 The appeal Chair's decision is final.

9.11 No further action will be taken on a grievance unless it is upheld, either partially or fully.

## 10. Members right to representation.

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

## 11. Executive interview process.

11.1. The 'CTU' will hold interviews for vacant positions on the Executive, once a 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 National Officer (MAC) will provide an information pack to the 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 Officer (MAC).

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", leaves the employment of Currys PLC or one of the recognised partnerships (Formally Curry's Supply Chain) or sanctioned by the 'CTU' as part of an internal 'CTU' 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 17<sup>th</sup> September 2009 at Hemel Hempstead.

Rule 3.1.5. Proposed and ratified by a majority vote at the National meeting held on the 17<sup>th</sup> September 2009 at Hemel Hempstead.

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

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

Rule 9.3.5. Proposed and ratified by a majority vote at the National meeting held on the 17<sup>th</sup> September 2009 at Hemel Hempstead. "A work colleague can accompany a local Representative at an internal 'CTU' disciplinary hearing subject to the signing of an appropriate Non-Disclosure Agreement, or alternatively agreeing to leaving the room when information confidential to the 'CTU' is discussed".

Rule 11.5. Proposed and ratified by a majority vote at the National meeting held on 6<sup>th</sup> 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, full-time officials, and local Representatives of the CTU and accepted as the CTU Rule Book.

January 2022: Rule book update and reformat (additional employer's recognition of the CTU), gender neutral grammar where appropriate, is to be presented to meetings for Representative's ratification from January 2022 onwards as per agreed ratification process. This reformatted version was accepted in its entirety unanimously by local Representatives at the February 2022 National meeting.