

# **Streamlined Case Form**

For representatives, branches and regions

#### Note

This streamlined version of the Case Form captures all essential data for a case to be managed by a Branch or escalated to a Region or National Office, in circumstances where it is impractical to complete the long-form document with a Member.

The Region will seek further information from the Branch if required for formal proceedings such as Employment Tribunal or Fitness to Practise referral.

FILE NUMBER	FOR REGIONAL OFFICE USE ONLY
CASE TYPE	SUB TYPE

## Streamlined case form

Items marked \* must be completed

This information will be used to ensure that you are eligible for support.

We may need your instructions at short notice to progress the case

This information will be used to assist in representing you; and if an Employment Tribunal claim needs to be made.

1. Member's personal details			
FIRST NAME*	LAST NAME*		
MEMBERSHIP NUMBER*	DATE OF BIRTH [DD/MM/YYYY]		
EMAIL ADDRESS*	MOBILE TELEPHONE NUMBER*		
HOME ADDRESS*			
	POSTCODE*		
2. Details of case			
JOB TITLE*			
WHAT HAPPENED?*			

WHEN DID IT HAPPEN?\*

Please give exact date [DD/MM/YYYY]

Is it still happening?

YES

NO

N/A

DATE OF DISMISSAL [DD/MM/YYYY]

DATE OF ACT OF DISCRIMINATION OR FAILURE TO ACT [DD/MM/YYYY]

WHO IS YOUR CLAIM AGAINST? (Please provide employer's full business name)\*

#### Streamlined case form (continued) YOUR EMPLOYER'S ADDRESS\* **POSTCODE\*** This information will be used to assist in WHAT IS THE REMEDY YOU ARE LOOKING FOR? (e.g. compensation, return to work) representing you; and if an Employment Tribunal claim needs to be made. HAVE YOU STARTED THE EARLY CONCILIATION PROCESS? YES NO **DON'T KNOW** If YES, have you received a certificate? YES NO 3. Professional registration Only complete this section if you are seeking representation in relation to your professional Only complete this registration or fitness to practice. section if you have received FITNESS TO PRACTICE NUMBER communication Include details of any allegations, and whether a response date has been identified. from your ARE YOU BARRED FROM WORKING (by Disclosure and Barring Service, or Disclosure Scotland)? regulatory body and have a reference number **DON'T KNOW** YES NO 4. Previous non-UNISON representation This information will be used to ensure that you are eligible for support. HAS ANYONE OTHER THAN UNISON ADVISED OR ACTED ON YOUR BEHALF IN **RELATION TO THIS MATTER?** This information **YES** NO will be used to ensure that you are If so, who, and what action have they taken? eligible for support 5. Declaration I, the UNISON member named on the form above confirm and agree that: If you tick 'NO' to A. THE INFORMATION AND DATA PROVIDED ABOVE IS A TRUE YES П question B, we will AND ACCURATE RECORD П NO not be able to represent you. B. I UNDERSTAND AND ACCEPT UNISON'S CONDITIONS OF **YES** SERVICE FOR REPRESENTATION AND LEGAL ASSISTANCE NO П

### **UNISON Conditions of Service for representation of members:**

- UNISON seeks to ensure that members are provided with the best possible advice and assistance to achieve a satisfactory outcome to matters of grievance and discipline. UNISON will determine the most appropriate representative for your case. This may mean reallocating the case at a later stage and you will be informed of any such decision.
- 2. UNISON representatives and members are expected under UNISON rules to treat one another with respect. Failure to do so by a UNISON representative will entitle you to make a complaint in accordance with UNISON's Complaints Procedure. Failure by you to treat your representative with respect may lead to support being withdrawn from you.
- 3. You understand that you are expected to cooperate with your representative by being honest and frank about any allegation against you and in respect of any grievance you have. Your representative can only assist you if they are in possession of the full facts. Failure to cooperate can lead to UNISON support being withdrawn.
- 4. You must ensure that your personal and any other information relevant to your case is accurate and up to date at the time that you apply for assistance. You must notify your representative immediately if your circumstances change or if any new information comes to light regarding your case.
- 5. If you have given information which is misleading, UNISON has the right to withdraw support.
- 6. You understand that it is your responsibility to ensure that your membership subscriptions are up to date and that you will continue paying membership subscriptions until any legal claim brought on your behalf comes to an end. You may not be eligible for assistance if you have not been in UNISON membership in accordance with UNISON's rules that may be amended from time to time. [link to Rule K.2.1. You should be in UNISON membership for at least 4 weeks prior to the incident or occurrence that leads to you seeking legal assistance from UNISON].
- 7. You must remain a member of UNISON throughout any period during which UNISON is providing advice and assistance to you. This means that if you are unemployed by reason of dismissal or redundancy you must pay a UNISON subscription at the Unemployed Member's rate; if you gain new employment within or outside of the areas of UNISON organisation you must maintain a UNISON subscription according to your earnings band as set out in Schedule A of the UNISON Rule book (as may be amended from time to time).
- 8. At all times, action taken on your behalf will be based on agreement reached between you and your representative about how best UNISON can assist you. Throughout the procedure you will be kept informed

- and no decision will be made without first consulting you. Should you decide at any point not to accept the advice of your UNISON representative, then you are free to proceed without UNISON assistance. Please inform UNISON if you no longer require UNISON's assistance in these circumstances.
- 9. You understand that any information you have provided will be processed in accordance with our data protection policy. This means that it can be shared with UNISON and where necessary, a third party in respect of your legal representation, in accordance with the Data Protection Act 2018; but that no information will be disclosed to any external marketing.
- 10. Applies to members with claims in England, Scotland and Wales only. You have not triggered the ACAS Early Conciliation procedure, and you understand that it is a condition of your representation that you do not trigger the ACAS Early Conciliation procedure. Where ACAS Early Conciliation has been triggered, without UNISON's knowledge, you understand that UNISON will confirm with you if it will continue to represent you.
- 11. You authorise UNISON to make representations on your behalf to ACAS under the Early Conciliation procedure. When UNISON triggers the ACAS Early Conciliation procedure, and if ACAS calls you, you will inform ACAS that they should speak to your representative named in UNISON's letter to you.
- 12. You understand that UNISON supports claims to an Employment Tribunal, where a legal claim has been assessed by UNISON's solicitors as having reasonable prospects of success.
- 13. Until UNISON or its solicitors confirms in writing that it is acting for you in a legal claim, any responsibility for lodging a claim in an Employment Tribunal or Court (including County Courts, Sheriff Courts and appeal Courts) is yours alone.
- 14. UNISON representation is provided on the understanding that UNISON is your sole representative. UNISON cannot be held responsible for any costs or expense incurred if you have opted out from UNISON assistance or if UNISON representation has been withdrawn. Nor will UNISON be responsible for providing assistance in respect of any appeal or higher-level hearing against a decision arising from representations made after you have opted out from UNISON assistance or after UNISON assistance has been withdrawn.
- 15. In the event of UNISON support being withdrawn you have the right to appeal to your branch secretary in the first instance unless notified otherwise.
- 16. UNISON reserves the right to use the details of your case and outcome in publicity, case study or learning materials, subject to your name only being used with your permission.



## **Continuation sheet**

please use this space	e for any additional info	rmation essential to	your case which coul	ld not be fitted into t	he form