
A Conditions for providing assistance

1. 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:
http://www.unison.org.uk/upload/sharepoint/Policies/COMPLAINTS_PROCEDURE.pdf. Failure by you to treat your representative with respect may lead to support being withdrawn from you.
3. At all times, action taken on your behalf will be on the basis of agreement reached between you and your representative about the best way 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.
4. The Legal Services Agreement must be signed if a potential legal claim is identified. UNISON supports claims to an Employment Tribunal, where a legal claim has been assessed by our solicitors as having reasonable prospects of success.
5. 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.
6. 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for any costs or expense incurred if you have opted out from UNISON assistance or if UNISON representation has been withdrawn.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arising from representations made after you have opted out from UNISON assistance or after UNISON assistance has been withdrawn.
7. 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.

8. You must notify your representative immediately if your circumstances change or if any new information comes to light regarding your case.
 9. You must ensure that your personal and financial information is accurate and up to date at the time that you apply for assistance. You must also confirm that your UNISON subscriptions are up to date. If you have given information which is misleading UNISON has the right to withdraw support.
 10. 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.
 11. 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.
 12. 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.
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B For the member

1. In all cases you must complete sections 1-14.
2. It is essential that all these sections are completed. All the information requested should be readily known to you, or is shown on your pay slip. If you have any difficulty in answering any of the questions, your UNISON representative should be able to assist you.
3. **Section 4** If you have a disability which may impact on the way in which a UNISON representative would assist you, and you can identify specific needs (for example palantype, large print, or mobility needs for meetings) please indicate.
4. **Section 5** If you identify with UNISON's self-organisation and have a colleague who you would like to accompany you to meetings with your UNISON representative or with the employer, please give details.
5. **Section 6 must be completed.** If an Employment Tribunal claim needs to be made you are required to provide this information on the form.
6. **Sections 7 - 8** should only be completed if they are relevant to your case.
7. **Section 12** complete this section if you have received representation outside of UNISON or you have triggered the ACAS Early Conciliation procedure.
8. **Section 13 The Legal Services Agreement** Please read **Section A Conditions for providing assistance** before signing this section. You should only sign this section if you agree to all the terms. You should hand the original to your representative and ask that you be given a copy. You should keep this in a safe place for future reference. It is a binding agreement between you and UNISON.
9. **Section 14 Declarations** Please sign if you agree to all the terms in this agreement

between you and UNISON.

10. **When you have completed the form** give it to your UNISON workplace representative. If there is no UNISON representative at your workplace, send the form to your branch secretary. UNISONdirect will give you the name and address of your branch secretary – phone 0800 0 857 857.
 11. **Please note the Conditions for providing assistance at A above.** You should only sign the declaration in section 14 if you agree to all of these conditions.
 12. Please make a copy of the CASE form for your records or ask your workplace representative to make a copy for you.
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C For the workplace representative

1. Ensure that the member has completed all relevant sections 1-14, assisting the member where necessary – if needed, you can contact the Member Records staff at your branch or regional office for information.
 2. Explain to the member that any financial information will be treated confidentially and will be necessary if an Employment Tribunal claim has been assessed as having reasonable prospects of success.
 3. In addition, you must complete sections 15-17.
 4. If more than one member is involved, all members will need to complete relevant section 1-14 of a Case Form and you should note on each form the name and workplace of the other members who have a similar claim.
 5. If the completed form has been forwarded to you, then please enter your contact details in the box on the tear-off slip at the back and return that section of the form to the member without delay.
 6. If you should need to refer the case to a more experienced UNISON representative or your branch secretary, please ensure you forward this Case Form, with copies of all documents and correspondence, and a summary of the actions you have taken.
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D For the branch secretary

1. If this form has come to you because the member has no workplace representative, please allocate a representative and enter that representative's name and contact details on the tear-off slip at the back of the form, and return that section to the member without delay.
2. If you are seeking assistance from the region, please ensure that all sections of this form are completed and sent to the regional office together with copies of any documents and correspondence which could assist – an incomplete form is likely to be returned to you, causing unnecessary delay in the member's case.
3. You must complete sections 18-22. If there is no workplace representative please also complete sections 15-17.
4. If you think this case may involve an application to an Employment Tribunal, you must complete section 19 (the section on legal claims) and ensure that the member has signed the Legal Services Agreement in section 14 before forwarding this Case Form and relevant information to the regional office immediately.
5. Most claims to the Employment Tribunal have to be lodged within three months less one day of the act, failure to act or incident (eg discrimination, unfair dismissal etc), or some within six months less one day (eg equal pay or redundancy pay). Before a case can be lodged, the ACAS Early Conciliation process must be triggered. This process will be triggered by organisers once the Union's solicitors advise a case has merit. This is because triggering the ACAS Early Conciliation process will affect the limitation deadline ie the date by which a claim must be lodged. [http://www.legislation.gov.uk/ uksi/2014/254/made](http://www.legislation.gov.uk/uksi/2014/254/made).
6. If the original time limit for bringing an Employment Tribunal claim is less than 28 days away, you must contact the organiser/ Case Unit immediately and mark the form 'Urgent assistance required'. You must inform the member that ACAS pre-conciliation and an Employment Tribunal claim will only be lodged in exceptional circumstances.
7. Where a member has already triggered the ACAS Early Conciliation procedure, or lodged a claim prior to seeking help from the branch, please contact your organiser about next steps, bearing in mind that the organiser may need to obtain legal advice.
8. Please sign the form to confirm that all details on the form are correct and that the member is up to date with UNISON subscriptions.