



EMPLOYMENT TRIBUNALS

Claimant: Miss S Ryan

Respondent: Stockport Metropolitan Borough Council

Heard at: Manchester

On: 6 and 7 February 2020
1 October 2020 (via CVP)
2 October 2020
(in Chambers)

Before: Employment Judge Ainscough
(sitting alone)

REPRESENTATION:

Claimant: In person

Respondent: Ms L Quigley, Counsel

JUDGMENT

The judgment of the Tribunal is that the claimant's claim for constructive unfair dismissal is unsuccessful and is dismissed.

REASONS

Introduction

1. The claim was brought by way of a claim form dated 4 October 2019 in which the claimant claimed she had been constructively dismissed from her role as a Customer Finance Officer in the Social Care team of the respondent Local Authority.
2. The response form of 25 November 2019 defended the proceedings. The respondent denied that there had been a repudiatory breach of any express or implied term of the claimant's contract, and that the claimant resigned in response to any such breach.

The Issues

3. The issues for the Tribunal to determine were as follows:
- (1) Did the following amount to a breach of the implied term of mutual trust and confidence?
 - (a) Clare Taylor's expectations of the claimant's ability to complete work during duty cover/excessive workload;
 - (b) The sending of excessive emails with extreme time limits;
 - (c) Micromanagement of the claimant's role;
 - (d) Changing or ignoring the claimant's case notes;
 - (e) The introduction of the mentor scheme;
 - (f) Refusal to swap claimant's working days;
 - (g) Allegations that the claimant failed to follow policies and procedures;
 - (h) Frequency of one-to-one meetings;
 - (i) Placing the claimant on informal capability procedure.
 - (2) If so, did the claimant resign in response to those breaches, the last straw being the placing of the claimant on the informal capability procedure?
 - (3) Did the respondent have a fair reason for dismissing the claimant?
 - (4) Was the claimant's dismissal fair in all the circumstances?
 - (5) If the respondent had followed a fair procedure, would the claimant have been dismissed in any event?
 - (6) Did the claimant cause or contribute to her dismissal?
 - (7) Has the claimant mitigated her loss?

Evidence

4. The claim was heard over three days, the first two days on 6 and 7 February 2020, during which the claimant, Mr Steve Taylor, the Service Manager for the respondent, Ms Emma Handby, the Head of Business Support for the respondent and Ms Neha Bhatt, the claimant's colleague gave evidence.

5. The Tribunal resumed part-heard on 1 October 2020 via Cloud Video Platform ("CVP") and Clare Taylor, the claimant's line manager, gave evidence and the parties made submissions. The parties had agreed a joint bundle of written evidence running to 661 pages.

6. Prior to the giving of live evidence the claimant confirmed, and the respondent accepted, that her case was that set out in the claim form (also known as Index 4) and the samples of supporting evidence (also known as Index 5), though she asked the Tribunal to also consider the supporting statements of Carole Bramwell, Ian Trennel, Lesley Burnett and Sharon Strath. These witnesses submitted written statements but did not attend at the Tribunal.

Relevant Legal Principles

7. The unfair dismissal claim was brought under Part X of the Employment Rights Act 1996. An unfair dismissal claim can be pursued only if the employee has been dismissed, and the circumstances in which an employee is dismissed are defined by Section 95. The relevant part of Section 95 is Section 95(1)(c) which provides that an employee is dismissed by his employer if:

“the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer’s conduct.”

8. The principles behind such a “constructive dismissal” were set out by the Court of Appeal in **Western Excavating (ECC) Limited v Sharp [1978] IRLR 27**. The statutory language incorporates the law of contract, which means that the employee is entitled to treat himself as constructively dismissed only if the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract.

9. The term of the contract upon which the claimant relied in this case was the implied term of trust and confidence. In **Malik and Mahmud v Bank of Credit and Commerce International SA [1997] ICR 606** the House of Lords considered the scope of that implied term and the Court approved a formulation which imposed an obligation that the employer shall not:

“...without reasonable and proper cause, conduct itself in a manner calculated [or] likely to destroy or seriously damage the relationship of confidence and trust between employer and employee.”

10. It is also apparent from the decision of the House of Lords that the test is an objective one in which the subjective perception of the employee can be relevant but is not determinative. Lord Nicholls put the matter this way at page 611A:

“The conduct must, of course, impinge on the relationship in the sense that, looked at objectively, it is likely to destroy or seriously damage the degree of trust and confidence the employee is reasonably entitled to have in his employer. That requires one to look at all the circumstances.”

11. The objective test also means that the intention or motive of the employer is not determinative. An employer with good intentions can still commit a repudiatory breach of contract.

12. In **Bournemouth University Higher Education Corporation v Buckland [2010] ICR 908** the Court of Appeal confirmed that the test of the “band of reasonable responses” is not the appropriate test in deciding whether there has been a repudiatory breach of contract of the kind envisaged in **Malik**.

13. Not every action by an employer which can properly give rise to complaint by an employee amounts to a breach of trust and confidence. The formulation approved in **Malik** recognises that the conduct must be likely to destroy or seriously damage the relationship of confidence and trust. In **Frenkel Topping Limited v King UKEAT/0106/15/LA 21 July 2015** the EAT chaired by Langstaff P put the matter this way (in paragraphs 12-15):

“12. We would emphasise that this is a demanding test. It has been held (see, for instance, the case of *BG plc v O’Brien* [2001] IRLR 496 at paragraph 27) that simply acting in an unreasonable manner is not sufficient. The word qualifying “damage” is “seriously”. This is a word of significant emphasis. The purpose of such a term was identified by Lord Steyn in *Malik v BCCI* [1997] UKHL 23 as being:

“... apt to cover the great diversity of situations in which a balance has to be struck between an employer’s interest in managing his business as he sees fit and the employee’s interest in not being unfairly and improperly exploited.”

13. Those last four words are again strong words. Too often we see in this Tribunal a failure to recognise the stringency of the test. The finding of such a breach is inevitably a finding of a breach which is repudiatory: see the analysis of the Appeal Tribunal, presided over by Cox J in *Morrow v Safeway Stores* [2002] IRLR 9.

14. The test of what is repudiatory in contract has been expressed in different words at different times. They are, however, to the same effect. In *Woods v W M Car Services (Peterborough) Ltd* [1981] IRLR 347 it was “conduct with which an employee could not be expected to put up”. In the more modern formulation, adopted in *Tullett Prebon plc v BGC Brokers LP & Ors* [2011] IRLR 420, is that the employer (in that case, but the same applies to an employee) must demonstrate objectively by its behaviour that it is abandoning and altogether refusing to perform the contract. These again are words which indicate the strength of the term.

15. Despite the stringency of the test, it is nonetheless well accepted that certain behaviours on the part of employers will amount to such a breach. Thus in *Bournemouth University Higher Education Corporation v Buckland* [2010] ICR 908 CA Sedley LJ observed that a failure to pay the agreed amount of wage on time would almost always be a repudiatory breach. So too will a reduction in status without reasonable or proper cause (see *Hilton v Shiner Builders Merchants* [2001] IRLR 727). Similarly the humiliation of an employee by or on behalf of the employer, if that is what is factually identified, is not only usually but perhaps almost always a repudiatory breach.”

Relevant Findings of Fact

14. The claimant worked as a Grade 6 Customer Finance Officer for the respondent Local Authority in their Social Care Department. The Social Care Department deals with assessment of payments the Local Authority will make for the care of individuals. These assessments involve Finance Officers liaising with members of the public to establish whether they have any other means of paying for their care before the Local Authority commits to making a contribution. The claimant had worked part-time in this team since September 2008.

15. In or around 2016 the respondent sought to change the policies and procedures of the team. Prior to the changes, the respondent Local Authority would pay the full cost of care for an individual until the claimant and her colleagues were able to establish what means the individual had available to assist with the care costs. The policy changed so that the full cost was charged to the individual until

that individual was able to prove the means available, in order that a more accurate contribution could be assessed.

16. To ameliorate this change, desk based assessments were also introduced to allow the respondent to access benefits information, which meant that invariably the individual was never charged the full cost as a more realistic assessment could be made by establishing the benefits received by the individual.

17. In addition, pending the introduction of a new case management system, the Finance Officers were asked to produce concise case notes so that they could be uploaded onto the new system.

18. Prior to becoming the claimant's line manager, Clare Taylor had worked as a Grade 4 Benefits Assessment Officer in a different team for approximately seven years. Clare Taylor then worked at the same level as the claimant on the Social Care team for approximately 15 months. In November 2016, Clare Taylor applied for, and was successful in securing the role as the claimant's line manager.

Excessive workload/duty cover

19. Part of the claimant's role was not only to assess and process individual files, but also to answer queries from members of the public over the phone – this was known as duty work. By 30 May 2018, Clare Taylor had established a rota for the claimant and her colleagues to cover such calls.

20. On 21 August 2018 Clare Taylor sent the claimant an email querying why she had referred a matter back to duty, when she was instructed not to pick up any new emails until that matter was complete. The claimant explained that the matter needed further checks and she had asked the duty cover to complete.

21. Similarly, on 9 March 2019 Clare Taylor asked the claimant to action another task while she was on duty. On 13 March 2019 Clare Taylor emailed the claimant for an update and was told by the claimant that she had been unable to action the particular task due to the duty demands but she would try and deal with the matter the next day. The claimant was subsequently removed from the duty rota.

Excessive emails

22. Clare Taylor managed her team by way of email communication. Clare Taylor allocated tasks over and above the claimant's caseload by email. For example, on 24 July 2018 the claimant was asked to complete work for a colleague. If Clare Taylor did not receive a response to confirm that the tasks had been actioned, she would follow up with another email – in this case on 1 August 2018 as the tasks remained outstanding.

Micromanagement/failure to follow policies and procedure

23. The Social Care team works in accordance with the provisions of the Care Act 2014. At the time of Clare Taylor's management, the charging policy of the department was to charge the full cost of care to the individual until they were able to prove that they could meet the same. The claimant did not agree with this policy change.

24. On 17 July 2018 the claimant queried why she was being asked to charge an individual who was unable to get hold of Greek bank statements to prove the value of an occupational pension. Clare Taylor asked to meet with the claimant but, on 18 July 2018, received an email from the claimant setting out her rationale and confirming that she was not happy to keep chasing the Greek bank statements. Clare Taylor reiterated her desire to meet with the claimant on the same day.

25. By 1 August 2018 Clare Taylor queried why they had not met to discuss the case and reminded the claimant that this was not the first occasion on which she had not followed the charging rules. The claimant responded and asked whether Steve Taylor, the Services Manager, could also be included in the discussion and forwarded the email thread to Steve Taylor.

26. The claimant met with Steve Taylor and he sent a follow-up email on 8 October 2018 in which he reiterated the policy that until the provision of evidence could be obtained, the individual would be charged the full cost of care. The claimant was reminded that if she was issued with a reasonable instruction from her line manager she was to carry out that instruction. The claimant was also reminded of the Code of Conduct for Finance Officers.

27. On 12 February 2019 Clare Taylor instructed the claimant to send out an invoice for the cost of care despite the claimant not being able to obtain a Trust document.

28. On 10 April 2019 Clare Taylor sent an email to the claimant asking her to review the matter as it had not been actioned.

Case Notes

29. Prior to Clare Taylor's appointment as the claimant's line manager, the previous line manager, Mark Frier, had sought to introduce a number of changes to prepare the team for the transition to a new case management system. The new case management system required the assessors to produce more concise case notes as a result of the limit on characters that could be entered into the relevant box.

30. On 27 November 2018 Clare Taylor sent the claimant an email advising her that the notes she had made the previous day were far too long and needed to be amended and shortened. Clare Taylor offered help if the claimant required it.

31. On 11 December 2018 Clare Taylor amended the claimant's case notes and advised her to look at the changed notes. The claimant was also advised that if she was unsure and wanted training on how to reduce and abbreviate case notes she should let Clare Taylor know.

Mentoring Scheme

32. Clare Taylor's role was divided between managing the team and introducing the new case management system. As a result, Clare Taylor set up a mentoring scheme which required team members to query things with one another before they raised it with Clare Taylor.

33. In one such instance, the claimant sought advice from Clare Taylor in regard to the issue of a £20,000 invoice. There had been an error in a calculation and an individual had not been charged the correct level of care costs for a number of years. Clare Taylor advised the claimant to speak with her mentor colleagues and deal with the matter. The claimant subsequently issued the invoice.

34. On 2 April 2019 Clare Taylor sent the claimant an email querying whether in fact the claimant had taken any advice before issuing the invoice and reminding the claimant that department policy was to issue periodic invoices.

Annual Leave

35. The claimant worked every Monday, Tuesday and Wednesday. On 16 August 2017, the last working day before annual leave, the claimant asked to swap her working days for the week she returned from annual leave. The claimant asked to work half a day on the Wednesday and a full day Thursday and Friday due to school holidays. In response, Clare Taylor informed the claimant that she would check with HR and asked the claimant for her home email address so she could update her while she was on leave. Approximately three hours later, Clare Taylor informed the claimant that she was not able to change her days because it would mean an extension of her annual leave and this was unacceptable, in line with the department policy.

36. The claimant objected on the grounds that she was not extending her annual leave, but rather for childcare reasons, she was swapping her days as her daughter would still be on school leave during the first half of the week. The claimant copied her response to her second line manager, Steve Taylor.

37. On 24 August 2017 Steve Taylor emailed the claimant at home and copied Clare Taylor to advise that he had discussed the matter with Clare Taylor and the leave would be approved. However, the claimant was informed that the request had been submitted late and needed to be submitted earlier in future. The claimant was also advised to speak directly with her line manager.

Performance Management

38. Clare Taylor arranged a variety of management meetings to monitor the performance of the team. They ranged from weekly case discussions with each individual team member, to weekly drop-ins for individuals, to group drop-ins. By April 2019, the team was allowed to drop in during a set period each week.

39. On 8 April 2019, Clare Taylor informed the claimant that she was going to initiate informal capability procedures and as a result, the claimant's work would be monitored over a six week period which would include individual weekly one-to-one meetings. Clare Taylor confirmed this in an email on 9 April 2019 in which the claimant was informed that she would have to follow all of Clare Taylor's instructions, complete work within given timescales and adhere to the department's policy and procedure. The claimant was offered the opportunity for further training to assist.

40. On 10 April 2019 the claimant received an email from Clare Taylor with the scheduled one-to-one meetings. In response, the claimant asked to speak with

Clare Taylor in private and resigned from her position. The claimant gave six weeks' notice.

Submissions

Respondent's submissions

41. It is the respondent's case that the claimant was resistant to change. The respondent submits that the claimant's line managers acted reasonably. As a result of the claimant's direct line manager working at a lower level than the claimant prior to promotion, the claimant was of the view that she knew better.

42. The respondent was the worst performing Local Authority at that time. There was a need for change. The claimant agreed that there was a need for change and that Clare Taylor was effective.

43. The Tribunal was urged to prefer the evidence of the claimant's line managers about the claimant's difficulties, that she was resistant to change and was hostile towards Clare Taylor as a result of the push to change.

44. It is submitted that the claimant's case relies upon performance management being the last straw. The respondent submits that the performance management of the claimant is not capable of being a last straw or a breach itself. The respondent submits that it was proper to submit the claimant to this process as a result of her poor performance.

45. The respondent denies that emails were excessive or inappropriate. They were polite and innocuous and any chasers would happen days or weeks later. In fact, it was the claimant's lack of response that generated the need for more emails.

46. It was submitted that the claimant did not follow procedure because of her beliefs and a refusal to listen to management when they tried to explain the need for change. The respondent denies that the claimant was subject to excessive one-to-one meetings: many were optional up until the instigation of performance management. The mentor scheme was a positive step to ensure the team had support and freed up the claimant's line manager.

47. The respondent submits that this was an unpredictable and busy department where a public service had to be provided. The claimant made errors and the claimant's line manager was entitled to raise those with her. The respondent denies that the line manager emails were berating and asked the Tribunal to consider the tone and the reason for sending such emails.

48. The respondent submits that the claimant has not proven that workload and targets were excessive but rather than she struggled to cope with changes and improve efficiency. The respondent submits that the claimant was allowed to swap her days of work.

49. The respondent states there has been no evidence of a fundamental breach or that the claimant resigned in response to one.

Claimant's Submissions

50. It is the claimant's case that all trust and confidence had gone and the respondent had failed in its duty of care for her emotional health and wellbeing. It is the claimant's case that there was no team training, no senior management support and they should have picked up that the claimant was suffering.

51. The claimant said that all she ever wanted to do was to discuss her cases and the emails show that she was willing to discuss any case. The claimant submits that she was trying to be proactive but was threatened with disciplinary action. The claimant believes her line manager was stubborn and has distorted the truth.

52. The claimant submits that the respondent failed to advise her that she was subject to an informal part of a formal procedure. The claimant does not believe that the evidence used for the capability procedure was justified. The claimant submits that there were tones in the emails and she felt threatened. The claimant believes that the management failed her line manager and there was no recognition of the stress the team or the line manager were under.

53. The claimant believes that the respondent had a blinkered view and it did not acknowledge the stress everybody was under. The claimant admits that the training offered was patronising and that she had difficulty following policies and procedures. The claimant disputes that on the date she resigned she told her line manager that it was to pursue other interests.

Discussion and Conclusions

Breach of Contract/Fundamental Breach

54. The claimant relies upon nine instances which she says were a breach of contract which led to her resignation. It is the claimant's case that all nine instances cumulatively contributed to her decision to resign on 10 April 2019 following the instigation of performance management procedures.

One to One Meetings

55. Clare Taylor gave evidence that the previous line manager had all but stepped away from line management of the team because it had become too difficult. Therefore, it is understandable that the introduction of one to one meetings was a significant change for the team. In light of the changes to policies and procedures, the introduction of one to one meetings was reasonable and cannot amount to a breach of the claimant's contract.

56. Prior to the informal capability procedure, the one-to-one meetings had decreased in frequency and duration from individual meetings to group meetings, where it was the choice of the assessor to drop into those meetings. The frequency of one-to-one meetings did not amount to a breach of the claimant's contract. The increased frequency of the one-to-one meetings was as a result of the informal capability procedure. It was necessary to monitor the claimant's performance over a six week period as part of that procedure.

Policies and Procedures

57. It is clear that prior to Clare Taylor's line management, to improve performance across the Local Authority, policies and procedures had been changed. The emphasis was moved from the Local Authority paying the full cost of care whilst an assessment was undertaken, to the individual paying the full cost until they were able to provide evidence of their means. The claimant admitted that this was against her beliefs and she struggled with this change.

58. The claimant's struggles are evidenced by her handling of the "Greek" case and the "Trust" case. The claimant was reluctant in both cases to charge a full cost to either individual as she wanted more time to obtain the documentation which would reduce their liability. However, whilst waiting for such proof the Local Authority was responsible for paying the cost of care, which was against policy. The claimant's line manager had proper cause to challenge the claimant in these two instances and these challenges did not amount to a breach of the claimant's contract.

Working days

59. The claimant requested a swap of her working days in August 2017. The claimant sought to swap her days as a result of the "school holidays". The email making this request did not specifically refer to a lack of childcare. I do accept that Clare Taylor spoke with HR, and in accordance with department policy, refused the swapping of days because there would be inadequate cover in the department.

60. After the claimant had set out the specific reasons for needing the change, and involved the second line manager Steve Taylor, her request was granted. It is unfortunate that this was not properly explained to the claimant, and understandable why she was concerned. However, this does not amount to a breach of contract but rather a miscommunication between the claimant and her line manager.

61. In addition, the claimant resigned from her employment in April 2019 yet, relies on this incident as a breach which added to the last straw. Notwithstanding that I do not find the respondent's actions to amount to a breach of contract, it is difficult to see how this incident contributed to the claimant's decision to resign, having occurred some 18 months earlier.

Mentor Scheme

62. The claimant complains of micro-management, frequent one to one meetings and excessive emails, but also complains of a lack of access to Clare Taylor.

63. A mentor scheme was introduced by Clare Taylor to cope with the high demand for support. It is not disputed that Clare Taylor was also required to spend a large amount of time setting up the new computer system. The email of 2 April 2019 is evidence that despite the setting up of this mentoring scheme, the claimant's line managers remained available to assist.

64. It is evident that the claimant's antipathy towards Clare Taylor meant that she issued the £20,000 invoice without first checking with Clare Taylor, after she had received advice from her colleagues.

65. In light of her workload, it was a reasonable and proper cause of action for Clare Taylor to establish a mentor scheme. This scheme was not created to cause difficulty for the claimant but rather to provide an additional avenue of support when Clare Taylor was not available. Clare Taylor remained the claimant's line manager and the very least, was available to deal with queries at the weekly team meetings.

Case Notes

66. The introduction of the new computer system required the assessors to apply brevity to their case notes. In addition, in order for Clare Taylor to sign off on queries, she needed to be able to read case notes in a limited time before taking the necessary action. The claimant admits that she completed detailed notes to justify her decision making process.

67. The claimant was resistant to shortening her case notes and was resentful of Clare Taylor's attempts to teach her how to do this. It is highly likely that the claimant was capable of doing this, but chose not to do so. However, this does not mean that Clare Taylor acted without reasonable and proper cause to insist that the case notes were brief. The new computer system demanded it in terms of the number of characters available and in order to make the department more efficient and productive.

68. The new procedure was introduced as a result of a new case management system and cannot amount to a breach of the claimant's contract.

Excessive Emails and Workload

69. The claimant complains of excessive emails and an excessive workload. Clare Taylor admitted that the workload of the department was high when she took over line management and she had been tasked with reducing that workload and making the department more efficient. Change was necessary to save jobs that were at risk of being outsourced should performance not improve.

70. Prior to Clare Taylor's management the workload was high but her management led to a reduction and more efficient way of working. Clare Taylor was clear that a Grade 6 assessor should be capable of managing their workload and covering duty work.

71. It is clear the team found the new way of working a challenge, but ultimately, this did not increase workload, it decreased workload and did not amount to a breach of contract.

72. The claimant often did not respond to emails from Clare Taylor until she had an update. This is understandable. However, this breakdown in communication then led to Clare Taylor sending emails chasing responses which the claimant viewed as excessive. It was a vicious circle. I do not consider that the emails sent by Clare Taylor were excessive and were in fact caused by the breakdown in communication between Clare Taylor and the claimant.

Informal Capability Procedure

73. The claimant admitted in evidence that being placed on the informal capability procedure was the last straw, that it was unwarranted and it was unbearable. The claimant also admitted that she did not dispute that legitimate concerns had been addressed at this meeting. The claimant admitted that she did not see Clare Taylor as a bully but rather that she (the claimant) was being victimised, and that she was intimidated by Clare Taylor's position rather than by her as a person.

74. It was Clare Taylor's evidence that the claimant was only placed on the informal capability procedure because she felt disciplinary action would be too heavy-handed. However, Clare Taylor was clear that the matter had gone on too long and on reflection, felt that the respondent should have proceeded with capability procedures earlier.

75. It was Clare Taylor's evidence that team morale was low and placing the claimant on a capability procedure any sooner would have had a negative effect. Clare Taylor took this decision following the removal of the claimant from duty cover, the issue of the £20,000 invoice and the claimant's failure to obtain a Trust document.

76. In addition, it is also clear from the evidence that the claimant was resistant to meeting with Clare Taylor and had sought to undermine Clare Taylor by copying Steve Taylor, into emails. The claimant was struggling with her workload because she was proactively resistant to any assistance offered by Clare Taylor.

77. During cross examination the claimant admitted that Clare Taylor had less experience in complex cases. This was evidenced by the claimant making several references to acting in her "infinite wisdom" when challenging Clare Taylor. The claimant also thought it was appropriate to seek the opinion of Steve Taylor and that she was entitled to defend herself.

78. The claimant also admitted that she struggled to keep up with the demands of the changes imposed on the team.

79. The respondent acted with reasonable and proper cause when instigating the informal capability procedure because of the under performance. The instigation of this procedure was not a breach of contract on which the claimant could rely as a fundamental breach of the implied term of trust and confidence.

80. The respondent did not act without reasonable and proper cause, in a manner likely to destroy or seriously damage the relationship of confidence and trust. It was not the intention of Clare Taylor to end the employment relationship. I accept her evidence that she wanted the relationship to improve in order for the respondent to benefit from the claimant's vast experience. This is evidenced by the fact that Clare Taylor asked the claimant to think about whether she truly wished to resign.

Conclusion

81. Clare Taylor was tasked with sorting out the department for the good of those who worked in the department and those who relied upon its assessments. By the time of the claimant's resignation, this had been achieved and remains so to the day.

The changes made to the claimant's way of working, in order to produce a better service, did not amount to a breach of contract.

82. All of the issues about which the claimant complains were not without reasonable and proper cause. I have not heard or seen evidence that the respondent no longer intended to be bound by one or more of the essential terms of the claimant's employment contract.

83. The respondent was keen for the claimant to adapt so that she could, with her vast knowledge, remain working in the department. This is reflected in Clare Taylor's response to the claimant's resignation, when she asked the claimant to go home and reflect on her decision. There were no breaches of contract which collectively amounted to a fundamental breach of trust and confidence entitling the claimant to resign.

84. The claimant's case of constructive unfair dismissal fails and is dismissed.

Employment Judge Ainscough

Date 3 November 2020

RESERVED JUDGMENT AND REASONS
SENT TO THE PARTIES ON
10 November 2020

FOR THE TRIBUNAL OFFICE

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