



EMPLOYMENT TRIBUNALS

Claimant: Mr K. Wise

Respondent: Travis Perkins Ltd

HELD AT: Mold, and resumed by CVP **ON:** 15-16th January
2020 & 15-16th February
2021

BEFORE: Employment Judge T. Vincent Ryan

REPRESENTATION:

Claimant: Mrs Wise, the claimant's wife

Respondent: Mrs Dawson, Solicitor

JUDGMENT having been sent to the parties on 19th February 2020 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

The Issues:

1. It was agreed that the following issues arose and were to form the basis of my judgment:

1.1 Whether the respondent (R) breached the claimant's contract of employment, where the claimant (C) says that it breached the implied, fundamental, term of trust and confidence (a repudiatory breach of contract) by the following conduct, or alleged, conduct:

- 1.1.1 R held C responsible for the poor performance of the Mold store (and subsequently a substantial stock loss) when he was Branch Manager (BM); (R's position: conduct admitted

initially, and partially following investigation and consideration of C's grievance; breach of contract denied);

1.1.2 In the circumstances at the Mold store, R set and expected the achievement of unrealistic financial targets by C; (R's position: conduct denied);

1.1.3 R gave C insufficient time to consider and decide on the option of undergoing performance management as BM in Mold, as opposed to demotion to Assistant Branch Manager (ABM) at another store; (R's position: conduct denied);

1.1.4 R demoted C on 23rd February 2018 from BM at Mold store to ABM at Bala store (R's position: conduct admitted; breach denied);

1.1.5 C's Regional Manager for North Wales "bullied" him by questioning and challenging him when C was in post at Bala; (R's position: bullying denied; challenging C's behaviour specifically with regard to attitude admitted (para 34 of Regional Manager's statement); breach denied).

1.1.6 Having discovered that there was a substantial stock loss in the accounts at the Mold store that appeared to have arisen, at least in part, during the time C was BM, R did not give C the opportunity to be involved in the investigation into that loss (although his successor(s) who was/were in post during the period of the apparent loss was/were so permitted); (R's position: conduct admitted but breach denied);

1.1.7 R subjected C to disciplinary proceedings that were unjustified and inconsistent with the treatment of comparable colleagues; (R's position: disciplinary proceedings were justified and breach denied);

1.1.8 R breached its duty of confidentiality owed to C by virtue of the disciplining officer, his Regional Manager and the Regional Managing Director for Wales sharing his draft grievance letter and disciplinary statement without his consent; (R's position: the sharing occurred but breach of contract is denied);

1.1.9 R did not deal fairly and impartially with C's grievance, including at appeal stage, as:

- 1.1.10 both his Regional Manager and Regional Managing Director (both adversely named in his grievance), were involved in managing the procedure (specifically in appointing the grievance and appeals officers),
- 1.1.11 his draft grievance and a statement that he prepared for his disciplinary hearing were shared with them by the disciplining officer without his consent prior to submission of his formal grievance;
- 1.1.12 there were “no actions or recompense for the position (C has) been left in; nor is there any action being taken to address the wrongdoings agreed to. This is for (C) the last straw”
(resignation letter 04.12.18 at page 221 of the trial bundle).
- 1.1.13 (R’s position: there was some management involvement in communications about arrangements, the Regional Managing Director for Wales did appoint the grievance and appeals officers, and sharing occurred as alleged, but there was no unfair or prejudicial involvement in the process and the matter was handled fairly and impartially by the appointed officers; breach denied);
- 1.1.14 (While giving evidence, C withdrew his allegation that R refused his request to be accompanied at the grievance and disciplinary hearings; accompaniment proved impractical).

1.2 If R breached the implied term did C resign because of the breach(es)? (R’s position: it is denied that there was any breach of contract but R accepts that C resigned because of the above matters and/or his perception of them); and

1.3 Whether C delayed so long (and acted in such a way) as to affirm the contract notwithstanding R’s conduct, and he effectively waived any alleged breach; (R’s position: the claimant accepted his demotion and affirmed the employment contract on the basis of his being an ABM at Bala, working for approximately 6 months before grieving about it and then only in the context of other matters that had arisen);

1.4 Subject to those findings and if I find that C was dismissed I will have to determine whether exceptional circumstances existed to render such a dismissal fair in any event (exceptional circumstances being necessary to justify a breach of the implied term of trust and confidence).

2. **The Facts:** The issues and allegations are set out below (after 2.1), repeated from above, in italics. My findings of fact are not italicised.

2.1 Summary:

- 2.1.1 The claimant commenced his employment with Wickes in August 2004. For 11 years he was a branch manager, from 2016 until July 2017 at Ruabon. He was considered to be a successful branch manager and no issues arose.
- 2.1.2 Wickes is part of the respondent company. Its business is different from that of the main Travis Perkins stores. Wickes is more for personal use and is retail-based whereas Travis Perkins is more business orientated for trade customers. There is a different working ethos in the two stores although common policies and procedures apply.
- 2.1.3 The claimant was appreciated by the respondent more for his operational ability than his sales ability.
- 2.1.4 In July 2017 the claimant was transferred to being the branch manager at the Mold branch of Travis Perkins. At the time an assistant manager and two colleagues were serving out their notice with a view to going to work for competitors. Rather than paying them in lieu of notice or requiring them to take garden leave R kept them in post, a fact later accepted by senior management as a mistake and detrimental to the business interests of the Mold store. The Mold store was suffering a downturn in economic activity and profitability over time and the wage bill was cut by senior management. Sales targets were increased by senior management. Late in February 2018 (one week before demotion) the claimant was given the assistance of a colleague to prepare a sales plan as part of a rescue plan. JW was C's Area Manager at Mold and WP was his line manager.
- 2.1.5 On 21 February 2018 JW/WP visited the store and members of staff spoke to them about their disquiet at the way things were going in the store. Although the visit had been arranged, when C was asked questions it was the perception of JW that he was unable to answer them satisfactorily. From at latest this point on JW took against C, at least as a branch manager, and he considered him to be a more appropriate assistant branch manager. Throughout the chronology that followed the claimant

never again regained JW's confidence, nor that of WP. JW and WP seem to have shared a common view that C was not up to managing a Travis Perkins store, particularly lacking sales ability with trade customers.

- 2.1.6 On 23 February 2018 JW gave C an ultimatum to either accept demotion on a reduced salary transferring to the store at Bala, or to remain in post and undergo performance management. The claimant felt threatened and foresaw that performance management would necessarily lead to termination of his employment. JW allowed him a matter of minutes to make a telephone call to his wife, Mrs Wise, before confirming his decision; immediately following that telephone call Mr Wise accepted the demotion. He did not do so enthusiastically but he wanted to retain his career and job potential. He needed to retain his income.
- 2.1.7 C commenced in the Bala store on 26 February 2018, still under the line management of JW. JW emailed the claimant to say that he could reconsider his decision to accept the transfer saying that he must confirm his final decision by 2 March 2018 and his options remained as before. The claimant did not reply. His considerations were the same as they had been when the choice was first given to him. He accepted demotion on reduced pay and a transfer of store.
- 2.1.8 Throughout the following months the claimant felt that JW was unfairly and unreasonably critical of his work in Bala, including when he stepped up to acting manager in the manager's absence. JW considered that the claimant had a negative and poor attitude and when he questioned him about it the claimant confirmed he was unhappy with the way he was being treated.
- 2.1.9 On 20 July 2018 a stock-take at Mold revealed a loss in excess of £113,000. This was the first stock-take since October 2017 when the claimant was the store manager. It therefore covered the period from October 2017 to February 2018 when the claimant was manager, and from February 2018 to July 2018 when he was not. The respondent's senior management considered that the July 2018 stock-take showed a "catastrophic substantial loss"; it revealed a very serious situation in the Mold store.
- 2.1.10 M was instructed to investigate with assistance from JW, the then store manager, and PT a colleague. The claimant

was not given the opportunity for any, and indeed was excluded from any, involvement in the investigation. From the announcement of the loss JW suspected that the claimant was responsible for it and that belief remained the case until the claimant's eventual resignation. His belief was shared with WP.

2.1.11 There was no direct evidence that the claimant was responsible for the stock loss. The respondent knew, and its senior management later accepted, that he cannot have been largely to blame, at least not unless there were grave deficiencies in the October 2017 stock-take. The claimant had not carried out that stock-take but he delegated it to another member of staff who was also working his notice. There is a suspicion, shared by the parties, that he may have carried out an inaccurate stocktake.

2.1.12 Although there was no direct evidence showing that the claimant was wholly culpable, M came up with two disciplinary matters which she considered worth pursuing against the claimant. He had breached staff discount rules by applying a staff discount for goods which were used for business purposes his letting property business, whereas the discount was meant for personal use, and on another occasion he served himself rather than purchasing goods via a colleague. These were disciplinary matters.

2.1.13 JW said to the claimant on 29 August 2018 that he had the choice of resigning or facing disciplinary proceedings in respect of the two said breaches of rules. To the claimant's knowledge no one had been dismissed for breaches of the rules such as these. He knew of colleagues who had done likewise and worse, including stealing stock, who had not been disciplined. The claimant accepted that a disciplinary investigation and proceedings were appropriate. JW suspended him pending disciplinary action. To the claimant's knowledge none of his colleagues who had breached similar rules or worse, including stealing stock, had been suspended in such circumstances. The claimant considered the suspension was yet more pressure and bullying from JW. I find that this amounted to inconsistent treatment and it was part of JW's mistreatment of the claimant.

2.1.14 The disciplinary officer was DJ. A hearing was arranged for 7 September 2018. The claimant submitted written

representations and a draft grievance letter for DJ's consideration (pages 101 – 108 of the hearing bundle, to which all page references refer unless otherwise stated).

- 2.1.15 DJ shared the claimant's draft documents with JW, and they were shared in turn WP, without the claimant's consent and with no good reason related to the proper handling of the disciplinary issue, or potential grievance.
- 2.1.16 The claimant then submitted a formal grievance and DC was appointed by JW with the agreement of WP, to consider the grievance.
- 2.1.17 The disciplinary proceedings were put on hold and subsequently cancelled by DC as part of the grievance proceedings.
- 2.1.18 DC, who was appointed grievance officer, and NF who was subsequently appointed as grievance appeals officer, were appointed effectively by JW and WP. They discussed appointments to meet and arranged those meetings. JW did so in such a way as to reduce the risk of damage to WP and himself, and to conceal their roles in the matters of concern to the claimant. The claimant knew of their involvement on 27 September 2018 and he continued to complain about it during the grievance appeal process.
- 2.1.19 The grievance hearing with DC was conducted on 12 September 2018; the grievance was upheld in part. Having said that however DC set out in his letter that he did not believe JW had bullied or harassed the claimant, that he should remain available to the investigation into the stock loss, that he had agreed to the demotion, that JW had acted in the best interests of the respondent but that the disciplinary action should cease immediately. DC had not upheld any of the complaints about the demotion, its rationale, or JW's conduct, all of which formed the foundation of the grievance.
- 2.1.20 The claimant appealed.
- 2.1.21 NF was appointed by JW and WP as appeals officer. His evidence to the tribunal is wholly unsatisfactory and unreliable. His oral evidence completely contradicted his written witness statement as to the sequence of events and his actions. On that basis I find his evidence flawed and unreliable. The investigation was flawed and inadequate.

The claimant was aware of this and argued this point throughout the grievance appeal hearing. He awaited the appeal outcome. The appeal outcome was issued on 13 November 2018. NF says that he did not think JW and WP's involvement in choosing the grievance officers had any prejudicial effect on consideration of the claimant's grievances against them. He did not find any evidence to support the bullying allegations against JW but felt that inadequate time had been given for the claimant to consider the demotion. He rejected the claimant's complaint that he was being unfairly blamed for the financial position in Mold, and considered that he was given adequate support. With that in mind he felt the demotion was justified and based on branch performance. He partially upheld the complaint about DJ sharing documents that he ought not have done. He made no recommendation or award. In his evidence to the tribunal NF confirmed that when interviewing JW he asked him what outcome he wanted to achieve from the claimant's grievance; he confirmed that his view was that on reaching his decision it was now a matter for JW to take whatever action he considered appropriate. He did not seek to resolve the claimant's grievances, even those partially upheld.

2.1.22 The claimant was absent from work ill from receipt of NF's outcome letter until termination of employment. He resigned on 4 December 2018. The reasons for the resignation are clearly set out at page 221 and reflect the claimant's claim to the tribunal. I find that they are the reasons for the claimant's resignation, because of what he considered to be fundamental breaches of contract by the respondent breaching the term of trust and confidence.

2.1.23 The claimant's concerns were emphasised by his knowledge that subsequent to his departure from Mold, management allowed a 20% increase in wage bill and 30% reduction in sales target as against the relevant budget when he was in post and when he was being blamed for poor financial performance.

2.2 Whether the respondent (R) breached the claimant's contract of employment, where the claimant (C) says that it breached the implied, fundamental, term of trust and confidence (a repudiatory breach of contract) by the following conduct, or alleged, conduct:

- 2.2.1 *R held C responsible for the poor performance of the Mold store (and subsequently a substantial stock loss) when he was Branch Manager (BM):* there were various contributing factors to the poor performance at the store including the departure of a number of key employees who, despite serving notice pending taking up roles with competitors, were allowed to carry on working for R. There was a transition in management. Despite that and apparent problems, targets were increased and wage budgets reduced. The claimant was a newly appointed manager to a Travis Perkins store and was not there long before blame was attached to him. Within six weeks of JW's appointment as the claimant's line manager JW had taken against the claimant and blamed him for the poor performance in the store and he never relented. JW and WP had no trust and confidence in the claimant's ability and did not value him from February 2018. The claimant knew this. The claimant had reason to believe that his continued employment was in jeopardy; it was. He was blamed on suspicion and before any proper investigation because JW took against him.
- 2.2.2 *In the circumstances at the Mold store, R set and expected the achievement of unrealistic financial targets by C; (R's position: conduct denied):* the respondent set financial targets that were challenging and they subsequently relaxed them when the claimant was no longer in post. There is no evidence to support the allegation that the financial targets were set as unrealistic targets to make life difficult for the claimant, albeit they did.
- 2.2.3 *R gave C insufficient time to consider and decide on the option of undergoing performance management as BM in Mold, as opposed to demotion to Assistant Branch Manager (ABM) at another store:* JW gave the claimant insufficient time to consider his position as to the acceptance of the role at Bala. This was appreciated by senior management during the grievance procedure by which time it was too late. The ultimatum at that time undermined trust and confidence being the start of JW's campaign of undermining the claimant. The claimant however made the conscious decision to accept demotion (see below) and did not grieve about it for over six months and only then in the context of other matters including the disciplinary proceedings against him. He had waived the breach. The matter remained in his mind and ultimately in part informed his decision to resign in the light of the respondent's handling of the grievance procedure.

- 2.2.4 *R demoted C on 23rd February 2018 from BM at Mold store to ABM at Bala store: the claimant accepted the demotion and did not take any formal grievance or other action for some six months and then only in the context of disciplinary action against him. He accepted in evidence that he would have been content at Bala if it had not been for the continuing bullying, as he perceived it, by JW. The claimant accepted a variation to his contractual job. He had the choice of remaining as branch manager in the Mold store and taking his chance with performance management. The claimant did not take up the opportunity given to him by email of reconsidering his decision. He waived any breach of contract. The matter remained in his mind and ultimately in part informed his decision to resign in the light of the respondent's handling of the grievance procedure.*
- 2.2.5 *C's Regional Manager for North Wales "bullied" him by questioning and challenging him when C was in post at Bala: JW's challenging, questioning, behaviour continued up to the point of the grievance procedure and in another form was part of his interference in that procedure and the appointment of officers. The claimant did not accept this conduct or waive his right to object and complain about it.*
- 2.2.6 *Having discovered that there was a substantial stock loss in the accounts at the Mold store that appeared to have arisen, at least in part, during the time C was BM, R did not give C the opportunity to be involved in the investigation into that loss (although his successor(s) who was/were in post during the period of the apparent loss was/were so permitted: Such was the enormity of the financial situation and the likely implications for whoever was culpable the claimant had no confidence in the investigation when he was excluded from it but his successor was included, and benefited from lower targets and improved budgets. This damaged the relationship. The claimant did not accept this conduct or waive his objections.*
- 2.2.7 *R subjected C to disciplinary proceedings that were unjustified and inconsistent with the treatment of comparable colleagues): the claimant had breached disciplinary rules and was at risk of disciplinary action. This was in accordance with usual employment practice and the claimant's contract. The inconsistent suspension with threat of dismissal when it was known that other colleagues*

were not subjected to the same action undermined trust and confidence and against the background described above clearly confirmed in the claimant's mind that he was at greater risk of dismissal than were other colleagues who had breached the same, similar, or more serious rules. JW threatened disciplinary action and alternatively offered the choice of resignation; this coupled with the untypical suspension gave the claimant a clear indication of the way JW wanted matters to proceed. The claimant no longer had any confidence that any disciplinary proceedings would be fair. He did not waive his objections or accept this conduct.

2.2.8 *R breached its duty of confidentiality owed to C by virtue of the disciplining officer, his Regional Manager and the Regional Managing Director for Wales sharing his draft grievance letter and disciplinary statement without his consent.* DJ sharing C's draft grievance (given to him in the context of the disciplinary proceedings and including complaints about JW/WP) with JW/WP was a breach of confidentiality outside the procedure with no apparent purpose other than to subvert the claimant's case against him. It was either to give senior management an opportunity to prepare a stronger case against the claimant or conceal what they had been doing; it was not aimed to assist a fair and transparent grievance or disciplinary procedure, quite the opposite. C did not waive his right to complain about this issue which he found unacceptable up to the date of his resignation.

2.2.9 *R did not deal fairly and impartially with C's grievance, including at appeal stage, as:* each of these allegations is proven. Each action of the respondent listed below was intended or likely to destroy the relationship of trust and confidence. The claimant had no grounds to believe that he would have been treated fairly through either procedure and he was not.

2.2.9.1 *both his Regional Manager and Regional Managing Director (both adversely named in his grievance), were involved in managing the procedure (specifically in appointing the grievance and appeals officers):*

2.2.9.2 *his draft grievance and a statement that he prepared for his disciplinary hearing were shared with them by the disciplining officer without his consent prior to submission of his formal grievance:*

2.2.9.3 *there were “no actions or recompense for the position (C has) been left in; nor is there any action being taken to address the wrongdoings agreed to. This is for (C) the last straw” (resignation letter 04.12.18 at page 221 of the trial bundle):*

2.3 *If R breached the implied term did C resign because of the breach(es)?:*
yes. The claimant’s position, his objection to the treatment he received and what most concerned him, has been clear throughout. It is evident in the grievance correspondence and all submissions and also his letter of resignation. He delayed too long to base his resignation on the demotion in that he accepted it and worked on, happily but for JW’s continued treatment of his of which he complains; the demotion informed his decision when he resigned because of the handling of his grievance. He did not delay too long from the grievance appeal outcome before his resignation in that he did not act in such a way as to affirm his contract. He never accepted the grievance outcome and going to the appeal did not affirm the contract.

3. The Law:

1.5 S.94 Employment Rights Act 1996 (ERA) establishes an employee’s right not to be unfairly dismissed. S.95 ERA sets out the circumstances in which an employee is dismissed which includes where an employee terminates the contract of employment (with or without notice) in circumstances in which he or she is entitled to terminate it without notice by reason of the employer’s conduct (a constructive dismissal).

1.6 It is well established that for there to be a constructive dismissal the employer must breach the contract in a fundamental particular, the employee must resign because of that breach (or where that breach is influential in effecting the resignation), and the employee must not delay too long after the breach, where “too long” is not just a matter of strict chronology but where the circumstances of the delay are such that the employee can be said to have waived any right to rely on the respondent’s behaviour as the basis of their resignation and a claimed dismissal.

1.7 The breach relied upon by an employee may be of a fundamental express term or the implied term of trust and confidence and any such breach must be repudiatory; a breach of the implied term will be repudiatory, meaning that the behaviour complained of seriously damaged or destroyed the essential relationship of trust and confidence. Objective consideration of the employer’s intention in behaving as it did cannot be avoided but motive is not the determinative consideration. Whether there has been a repudiatory

breach of contract by the employer is a question of fact for the tribunal. The test is contractual and not one importing principles of reasonableness; a breach cannot be cured and it is a matter for the employee whether to accept the breach as one leading to termination of the contract or to waive it and to work on freely (that is not under genuine protest or in a position that merely and genuinely reserves the employee's position pro temps).

1.8 As to whether a claimant has resigned as a result of a breach of contract, where there is more than one reason why an employee leaves a job the correct approach is to examine whether any of them is a response to the breach, rather than attempting to determine which one of the potential reasons is the effective cause of the resignation.

1.9 Even if an employee establishes that there has been a dismissal the fairness or otherwise of that dismissal still falls to be determined, subject to the principles of s.98 ERA. That said it will only be in exceptional circumstances that a constructive dismissal based on a repudiatory breach of the implied term will ever be considered fair.

1.10 "In the normal case where an employee claims to have been constructively dismissed it is sufficient for a tribunal to ask itself the following questions" **Kaur v Leeds Teaching Hosp [2018] EWCA Civ 978** (Per LJ Underhill):

(1) What was the most recent act (or omission) on the part of the employer which the employee says caused, or triggered, his or her resignation?

(2) Has he or she affirmed the contract since that act?

(3) If not, was that act (or omission) by itself a repudiatory breach of contract?

(4) If not, was it nevertheless a part (applying the approach explained in *Omilaju* [that "the function of the Employment Tribunal when faced with a series of actions by the employer is to look at all the matters and assess whether cumulatively there has been a fundamental breach of contract by the employer"]) of a course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a (repudiatory) breach of the *Malik* [trust and confidence] term? (If it was, there is no need for any separate consideration of a possible previous affirmation, [because: "If the tribunal considers the employer's conduct as a whole to have been repudiatory and the final act to have been part of that conduct

(applying the *Omilaju* test), it should not normally matter whether it had crossed the *Malik* threshold at some earlier stage: even if it had, and the employee affirmed the contract by not resigning at that point, the effect of the final act is to revive his or her right to do so”).

(5) Did the employee resign in response (or partly in response) to that breach

4. Application of law to facts:

4.1 The respondent's following conduct seriously damaged or destroyed the relationship of trust and confidence:

- 4.1.1 The extent to which senior management held the claimant responsible for poor results and stock losses at Mold prior to any full investigation and without any consideration of mitigating circumstances;
- 4.1.2 Breach of confidentiality by DJ;
- 4.1.3 Giving the claimant the ultimatum to resign or be disciplined when others were not, and others were not suspended for the same, similar or worse breaches of policy and procedures;
- 4.1.4 JW's continued undue pressure on C at Bala;
- 4.1.5 Excluding C from the investigation into the stock loss at Mold when his successor was included and was assisted in his role with increased budgets and lower targets; such was the enormity of the financial situation and the likely implications for whoever was culpable it was a breach of trust and confidence not to include the claimant in the investigation;
- 4.1.6 JW and WP undermining confidence in the grievance and disciplinary procedures by interfering in them and handpicking the officers involved;
- 4.1.7 The grievance outcome ultimately was to pass matters back to JW for him to do as he thought appropriate; no award was made or proper resolution considered or proposed.

- 4.2 An employee is entitled to have trust and confidence that an employer will deal properly with any reasonable grievance raised and will deal properly with any disciplinary matters arising. An employee is entitled to believe that they will be treated with respect and justice. That is not the same as saying that they will always receive what they want through a grievance procedure or that they will never be sanctioned through a disciplinary procedure. The relationship between employer and employee however is based on mutual trust and confidence that each will treat the other fairly.
- 4.3 Once JW took against the claimant, and WP too, the claimant did not enjoy any trust and confidence in the respondent that it would deal with him fairly but he gave the respondent a chance. The claimant knew that JW would not treat him fairly but he was entitled to believe that he would receive fairness through the grievance procedure and that any disciplinary action would be administered fairly and consistently. Despite being given those opportunities the respondent let the claimant down. JW was the primary mover, aided and abetted by WP. Their intervention through the agency of DC and NF gave the claimant reasonable grounds to suspect that there was an attempted cover-up of his mistreatment with continued applied pressure towards his exiting the business. He was being forced out. He was twice given ultimatums the likely consequence of which was either his dismissal or resignation, and a grievance outcome and a grievance appeal outcome that left him without satisfaction where the next step was at the discretion of JW, the source of the grievance.
- 4.4 My conclusion therefore is that the claimant was constructively dismissed. The reason for the dismissal being a breach of trust and confidence, it was not a potentially fair reason. It could only be fair in exceptional circumstance. These are not exceptional circumstances to justify such a dismissal.
- 4.5 The actionable breaches of contract in this case were from August 2018 onwards when the claimant was excluded from the investigation into the stock-take at Mold and the respondent making the threat of disciplinary action against the choice of resignation, when it was clearly in JW's mind to terminate C's employment one way or the other. Those breaches culminated in the conduct of the grievance and grievance appeal procedures which, without good reason, were intended or likely to destroy the relationship of trust and confidence.

Date: 26.03.21

JUDGMENT SENT TO THE PARTIES ON 31 March 2021

FOR THE TRIBUNAL OFFICE Mr N Roche