EMPLOYMENT TRIBUNALS

Claimant: Miss C Rose

Respondent: Jet2.com Limited

Heard at: Manchester (by CVP) **On:** 28 - 30 June 2021

Before: Employment Judge Ainscough

REPRESENTATION:

Claimant: Mr Broomhead (professional representative)
Respondent: Ms Davies (Counsel)

JUDGMENT

The claimant's claims of constructive unfair dismissal and breach of contract are unsuccessful and are dismissed.

REASONS

Introduction

1. The claimant worked as an administrator for the respondent, an airline at Manchester Airport, from 8 November 2013 until her resignation on 8 December 2017.

2. On 15 January 2018 the claimant started early conciliation, which concluded on 19 January 2018. The claimant lodged an Employment Tribunal claim for constructive unfair dismissal, sex discrimination and breach of contract on 7 March 2018.

3. On 9 April 2018 the respondent resisted the claims in the response and denied that there had been any fundamental breach or discrimination. In the alternative the respondent said that if the claimant was dismissed it was for some other substantial reason i.e. the breakdown in the relationship with a colleague, which was fair in all the circumstances.

4. At a preliminary hearing on 15 January 2019, my colleague, Employment Judge Langridge, struck out the claim for sex discrimination.

The Issues

5. At the outset of the hearing the parties agreed the issues prior to giving evidence:

(1) Whether the claimant was dismissed in accordance with section 95(1)(c) of Employment Rights Act 1996, where the claimant is entitled to terminate a contract of employment because of the respondent's conduct. In order to establish whether that was the case it was necessary to decide:

(a) whether there was a breach of the implied term of mutual trust and confidence, because of the conduct of Elizabeth Acker prior to 7 August 2017 and

(b) because of the outcome of the grievance on 4 December 2017, which we agreed amounted to two things:

(i) that Nicola Towns, the grievance handler, was unsuitable and ill qualified, and further

(ii) that there had been an unrealistic expectation that the claimant would agree to mediation.

(2) If there was a repudiatory breach whether the claimant resigned in response to that breach.

(3) If the claimant had in fact been dismissed whether it was for a fair reason. The respondent submits it was the breakdown in a relationship between the claimant and a colleague and the claimant's unreasonable refusal to participate in mediation, which led to her dismissal and amounts to some other substantial reason.

Evidence

6. The parties agreed a bundle of 142 pages. There was an agreed 9 page addendum to the bundle. On the first day of the hearing, after the claimant's evidence, further documents were submitted by the claimant which were unopposed by the respondent and accepted by the Tribunal as relevant documents.

7. On day one I heard evidence from the claimant and the grievance handler, Nicola Towns. On day two I heard evidence from the HR adviser, Sarah Marshall, and then I heard submissions from the parties.

Relevant Legal Principles

8. 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 was 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."**

9. 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**. It was held that unreasonable conduct is not enough, there must be a breach of contract which led to the constructive dismissal. 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.

10. 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."**

11. 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."**

12. The EAT in **Leeds Dental Team Ltd v Rose [2014] IRLR 8, EAT** said:

> **"The test does not require a Tribunal to make a factual finding as to what the actual intention of the employer was; the employer's subjective intention is irrelevant. If the employer acts in such a way, considered objectively, that his conduct is likely to destroy or seriously damage the relationship of trust and confidence, then he is taken to have the objective intention spoken of…"**

13. 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.

14. 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**.

15. 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:**
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> > **"… 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."**
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> **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.**
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> **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.**
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> **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."**

16. In some cases the breach of trust and confidence may be established by a succession of events culminating in the "last straw" which triggers the resignation. In such cases the decision of the Court of Appeal in London Borough of Waltham Forest v Omilaju [2005] IRLR 35 demonstrates that the last straw itself need not be a repudiatory breach as long as it adds something to what has gone before, so that when viewed cumulatively a repudiatory breach of contract is established. However, the last straw cannot be an entirely innocuous act or be something which is utterly trivial. The Court of Appeal recently reaffirmed these principles in Kaur v Leeds Teaching Hospitals NHS Trust [2018] EWCA Civ 978.

17. There is also an implied term that an employer will reasonably and promptly give employees an opportunity to seek redress for any grievance: **Goold WA (Pearmak) Ltd v McConnell [1995] IRLR 516**. Alternatively, failure to handle a grievance properly might amount to breach of the implied term as to trust and confidence if serious enough to be repudiatory.

18. In the case of **Assamoi v Spirit Pub Company (Services) Limited (formerly known as Punch Pub Co Limited) UKEAT/0050/11/LA** the Employment Appeal Tribunal confirmed that (paragraph 36):

> **"There is a fundamental distinction which, it is perhaps more easy to recognise than to define, between there being a fundamental breach of contract that an apology by an employer cannot cure and there being action by an employer that can prevent a breach of contract taking place."**

19. In the case of **Blackburn v Aldi Stores Limited [2013] IRLR 846** the Employment Appeal Tribunal determined that a failure to adhere to a grievance procedure was capable of amounting to or contributing to a fundamental breach. However, not every failure to adhere to such procedure will constitute a fundamental breach. The Employment Appeal Tribunal was clear that this is a question for the Tribunal to assess in each individual case.

Relevant Findings of Fact

20. The claimant worked at Manchester Airport in a large open plan office. The claimant sat on a pod of four desks diagonally opposite her colleague, Elizabeth Acker. Elizabeth Acker joined the team in February 2017 as an administrator.

21. The claimant had mobility issues and as a result the respondent had assigned the claimant with a car park space. The claimant worked 8.00am to 4.00pm Monday to Friday. Elizabeth Acker worked Monday to Friday 8.30am to 4.30pm.

22. Mark Burns was the claimant's line manager and he sat on a pod of four desks with Nicola Towns, the grievance handler, Amanda Harris a Passenger Service Manager and who subsequently became responsible for the claimant's welfare, and another colleague called Andrea.

23. In April or May 2017 the claimant was asked to assist James Knight with pilot passes. The claimant took annual leave from 21 July 2017 for a period of two weeks.

24. On 7 August 2017 the claimant was signed off for two weeks with tiredness.

25. On 17 August 2017 the claimant was signed off for another four weeks with tiredness and underwent hospital tests.

26. On 24 August 2017 the claimant had a welfare meeting with Mark Burns and she told him that she was upset about comments made by Elizabeth Acker. Mark Burns asked the claimant for permission to speak to Elizabeth Acker, and the claimant agreed to this. Mark Burns suggested that the claimant could work airside for James Knight three days a week.

27. On 13 September 2017 the claimant was signed off for another four weeks with tiredness and continued to have investigations at hospital.

28. On 3 October 2017 Amanda Harris invited the claimant to a welfare meeting to take place on 11 October 2017.

29. On 9 October 2017 the claimant was signed off for another four weeks with tiredness and subject to further investigations.

30. At the welfare meeting on 11 October 2017 Amanda Harris was assisted by HR and the note records that the claimant described her health difficulties and that she had had "a bad time with Liz and things she was saying to me". The claimant gave examples of the comments. When Amanda Harris asked what could be done the claimant said she did not know. Amanda Harris suggested that she could speak to Elizabeth Acker and ask her to be more mindful when the claimant was around and suggested that the claimant return to work over a weekend.

31. The respondent has a grievance policy with an informal and formal stage. The formal stage has two separate stages, which includes an appeal. The specific handlers of a grievance are not identified save for that the handler should be senior to the person who is the subject of the grievance. The policy requires managers to deal with grievances seriously and with discretion. Once a grievance hearing is held the outcome should be communicated in writing within ten days. If the matter is serious or complex a manager will, where possible, meet to inform the complainant of the outcome.

32. In line with that policy, on 3 November 2017 the claimant submitted a grievance to Mark Burns. The claimant complained that inaction was delaying her return to work. She also complained that she had been asked to work a weekend, which she said was unfair and left her feeling that she was in the wrong. The claimant complained that Elizabeth Acker had intimidated her, and the respondent did not support the claimant.

33. The claimant also disclosed details of Elizabeth Acker's comments. In summary, the claimant complained that Elizabeth Acker would snap at the claimant, she would speak abruptly if colleagues approached the claimant, she complained that the claimant was allowed to sit all day, she made derogatory comments about the claimant's late father's name, she told the claimant to shut up and muttered under her breath.

34. On 6 November 2017 the claimant was signed off for another four weeks with fatigue. The following day she was invited to a meeting with Amanda Harris to discuss her health, her return to work and her grievance.

35. This meeting took place on 9 November 2017 in which there is a discussion about the claimant's health, and she commented that tiredness was still an issue. The claimant was asked why she had decided to go down the formal route, and the claimant said she was unable to return to work if nothing was happening. Amanda Harris confirmed that Mark Burns had spoken to all staff about being mindful of others, not just Elizabeth Acker, and that weekend working would help the claimant return to work.

36. The claimant was told that the grievance may involve some mediation, and the claimant was asked about resolution. It was the claimant's position that she could not work with Elizabeth Acker and would not do mediation at that time. At the end of the meeting it was reiterated by the respondent that the claimant was not in the wrong and that the weekend work had been merely a way of trying to get her back to work.

37. On 14 November 2017 the claimant submitted her grievance paperwork and confirmed that she had been subject to intimidatory comments and this had led to her sickness. The claimant enclosed the letter of 3 November 2017 and corresponding documents. The claimant indicated that she would like a better working environment and a calmer atmosphere by way of resolution.

38. On 15 November 2017 the claimant was invited to a grievance hearing with Nicola Towns and Sarah Marshall. On 23 November 2017 this meeting took place and the claimant was accompanied by a representative.

39. The claimant complained that she did not challenge Elizabeth Acker as she did not want to be subjected to further comments. The claimant was asked about her expectations and said that she wanted Elizabeth Acker to be made aware of the comments and how it had made the claimant feel. Nicola Towns offered to speak to Elizabeth Acker. The claimant asked Nicola Towns to sort it out or she was not coming back to work.

40. Sarah Marshall suggested mediation, and the claimant said that she "didn't want it to get to this". Nicola Towns then suggested mediation and the claimant said she would think about it at a later stage. The claimant wanted Elizabeth Acker to see that she could not speak to people in this way. Nicola Towns again asked the claimant to attend mediation. The claimant repeated that she could not handle a meeting.

41. The claimant said she needed to know what was going to be done before she returned to work, and she suggested sitting somewhere else. Nicola Towns reiterated mediation and the claimant said she could not say yes and agreed to look at further suggestions. Nicola Towns confirmed that she would look at mediation unless more came out of the investigation, and in response the claimant said "possibly, depends how I am". Sarah Marshall clarified with the claimant that it would it depend on how she felt, and then the claimant said yes, she would have to see how she felt.

42. On the same day Nicola Towns spoke to Elizabeth Acker, and Elizabeth Acker agreed to mediation.

43. On 4 December 2017 the grievance outcome was emailed to the claimant. It confirmed that Elizabeth Acker had been spoken to, that she had denied the comments were malicious and she was happy to mediate. The grievance was not upheld on the grounds that Elizabeth Acker had not been malicious, and whilst there was an appreciation of the claimant's upset, the conclusion drawn was that mediation would be beneficial. The covering email from Sarah Marshall proposed mediation on 12 December 2017.

44. On 7 December 2017 Amanda Harris spoke to the claimant, and the claimant said she could not make the mediation date, that she was anxious, was not ready and she was going to see her GP.

45. On 8 December 2017 the claimant resigned with immediate effect. The claimant stated that it was Elizabeth Acker's intimidation and harassment that had caused her long-term sickness and because the grievance had not been handled in good faith, this amounted to a breach of the implied term of trust and confidence.

46. On 12 December 2017 Sarah Marshall accepted the claimant's resignation and disputed the breach.

Submissions

Respondent's submissions

47. The respondent submitted that just because the claimant did not like the outcome of the grievance, it did not equate to a breach of contract.

48. The respondent submitted that it tried to deal with the matter informally and dealt with formal grievance in good faith.

49. The respondent contended that it did not know the claimant was absent as a result of the comments at work until she raised her grievance.

50. The respondent also contended that it was clear to the grievance handler that Elizabeth Acker was not malicious and rather, that there had been a clash of personalities.

51. The respondent submitted that Nicola Towns was the correct grievance handler as she had the relevant experience and that the outcome was realistic. The respondent contended that Nicola Towns was entitled to form the view that the situation was redeemable. It was also submitted that the claimant had not closed the option of mediation.

Claimant's submissions

52. The claimant submitted that Elizabeth Acker's comments were serious and caused her absence from work.

53. The claimant contended that she was told at the informal stage that Elizabeth Acker would be spoken to and that did not happen. The claimant submitted that she never wanted mediation and was terrified of seeing Elizabeth Acker again.

54. The claimant contended that the respondent was only ever interested in resolving with mediation and could not accept the claimant's valid reasons for not wanting it.

55. The claimant contended that the respondent did not understand the seriousness of the matter and only ever saw the issue as minor and trivial. It was contended that Nicola Towns and Sarah Marshall were out of their depth.

56. The claimant submitted that in dealing with the grievance in this way, the respondent no longer wished to be bound by the employment contract and this amounted to a fundamental breach.

57. It was submitted that the claimant never agreed to mediation and only said it was a possibility. Once in receipt of the grievance outcome, the claimant was entitled to resign in response to the fundamental breach.

Discussion and Conclusions

58. The reasons given by the claimant for her resignation were Elizabeth Acker's comments and because the grievance was not held in good faith.

59. The Employment Tribunal claim form sets out that the respondent's failure to deal with the grievance in "good faith" was because Nicola Towns was not suitable and was ill qualified. The claimant also stated that the outcome of mediation was unrealistic and the claimant's position had not been taken into account.

Elizabeth Acker Comments

60. The document submitted by the claimant with the letter of 3 November 2017 sets out the comments made by Elizabeth Acker. In evidence the claimant gave details of two further comments: that Elizabeth Acker had said that the claimant was as smarmy as James Knight, and that she had questioned why the claimant had a car park space. The Employment Tribunal application form does not set out the comments in detail, but at the meeting with Amanda Harris on 11 October 2017 the claimant mentions:

(1) the comment that Elizabeth Acker made about the claimant doing passes instead of lugging boxes;

(2) the comment that Elizabeth Acker made about the claimant speaking up;

(3) the comment Elizabeth Acker made about her late father's name; and

(4) the comment Elizabeth Acker made about telling the claimant to shut up.

61. At Elizabeth Acker's interview on 23 November 2017 she explained that she was joking and that she had known the claimant for years. Elizabeth Acker countered and said that she had sent texts to the claimant but has had no response. The notes reveal that Elizabeth Acker is amazed at the comments and in disbelief that the claimant has not spoken to her, and she subsequently agrees to mediation. I have not heard evidence from Elizabeth Acker, but Sarah Marshall was available to interpret the notes she took of that meeting.

62. I find that the comments were made, and that Elizabeth Acker does not dispute those that were put to her. Elizabeth Acker denied they were anything more than a joke. I accept that the claimant was upset by those comments.

63. The claimant's fit notes record tiredness and fatigue, and at the welfare meeting the claimant was able to describe particular health issues for which she was undergoing tests. However, the claimant also attributed her absence to being unable to work with Elizabeth Acker, and therefore I conclude that at least part of the reason for the claimant's absence was Elizabeth Acker's comments.

64. The claimant's case is that the respondent's subsequent handling of the grievance about those comments amounted to a fundamental breach of her contract.

Was Nicola Towns a suitable grievance handler?

65. The claimant set out in her witness statement that Nicola Towns should not have heard the grievance because her husband was friendly with Elizabeth Acker. The Employment Tribunal claim form stated that Nicola Towns was "unsuitable and ill qualified".

66. In evidence the claimant said she knew before the grievance that Nicola Towns' husband was friendly with Elizabeth Acker. However, the claimant also acknowledged that she was accompanied at the grievance hearing and did not raise this as an issue prior to the grievance hearing.

67. Sarah Marshall said in evidence that she chose Nicola Towns to handle the grievance because Mark Burns had already tried to deal with the matter informally. Sarah Marshall felt that it would be better if the grievance was dealt with by an independent manager.

68. There is no requirement in the respondent's grievance policy that the line manager deal with a grievance. It was Nicola Towns' evidence that the only way her husband knew Elizabeth Acker was when Elizabeth Acker worked outside for two days per week. Nicola Towns believed she was independent.

69. It was also Nicola Towns' evidence that she had appropriate experience and training to conduct the grievance and was assisted by Sarah Marshall an experienced HR adviser.

70. I find that Nicola Towns was a suitable grievance handler and qualified to deal with the claimant's grievance. Appointing Nicola Towns as the grievance handler was not a breach of the claimant's contract.

The grievance outcome

71. In her statement the claimant said that Nicola Towns' offer of mediation mirrored that made by Amanda Harris during the welfare meeting and meant that Nicola Towns could not have carried out a proper investigation.

72. The claimant met with Nicola Towns and Sarah Marshall on 23 November 2017 to discuss the letter and the enclosure, and then Nicola Towns and Sarah Marshall met with Elizabeth Acker to discuss the complaint.

73. During the grievance hearing with the claimant she was asked what her expectation was, and she said she wanted Elizabeth Acker to be made aware. Nicola Towns made Elizabeth Acker aware at the meeting on 23 November 2017 and the notes record that Elizabeth Acker was shocked and hurt that the claimant had not raised this with her directly.

74. Nicola Towns and Sarah Marshall suggested mediation and the claimant said she would have to think about it at a later stage. Nicola Towns made it clear during the grievance hearing that just speaking to Elizabeth Acker or moving the claimant was not enough as the issue would remain unresolved between the two colleagues. Nicola Towns again suggested mediation and the claimant said she could not handle

a meeting and wanted to sit somewhere else. The claimant said that mediation may be a possibility but it would all depend on her health.

75. In evidence the claimant said there was no need for the team to sit together and she could have sat somewhere else in a large office. It was the claimant's evidence that she was being pushed into mediation and she was not well enough, and she was upset that the respondent thought her complaints were trivial.

76. The claimant confirmed on receipt of the outcome that she was still considering mediation. However following her GP's advice it was not something she could do, and she therefore decided to resign.

77. In evidence Nicola Towns said that the claimant was given an opportunity to discuss her grievance and put forward the points about Elizabeth Acker. Nicola Towns said that the conclusion, after speaking to both, was that the issue was minor and that disciplinary was not warranted. She also said that it was not necessary to speak to Mark Burns or Amanda Harris – she thought mediation would resolve the matter.

78. Nicola Towns gave evidence that in her experience mediation could lead to resolution where, with the support of HR, both employees are given an opportunity to say how they feel. Nicola Towns recalls that the claimant had said that mediation was a possibility and it was an option that could resolve the matters. Moving desks was not an option because the issue would remain unresolved.

79. Sarah Marshall was not just a notetaker, but she also asked questions and gave Nicola Towns advice. In evidence Sarah Marshall also recalled the claimant saying that mediation was a possibility as a solution, and she confirmed that after speaking with Elizabeth Acker and hearing Elizabeth Acker's willingness to resolve the matter, that mediation was a solution. Sarah Marshall was of the view that the relationship was not irreparable. Sarah Marshall gave evidence that the outcome came two weeks after the meeting with the claimant, and that she felt that the claimant may, by that stage, be capable of mediation.

80. Nicola Towns did conduct an investigation of the claimant's grievance. Nicola Towns spoke to both the claimant and Elizabeth Acker. The view taken by Nicola Towns, with the advice of Sarah Marshall, was that there had been a misunderstanding between two colleagues. It was acknowledged that the claimant was upset but a view was taken that the comments were trivial and minor. The respondent was entitled to take that view.

81. Both Nicola Towns and Sarah Marshall were experienced in handling grievances. Both had previous experience of mediations. Neither were aware of the content of the welfare meetings with Amanda Harris. Both only knew the claimant was off with tiredness and fatigue for which she was receiving tests. Nicola Towns was clear that moving the claimant was not an option, as it was highly likely both would come into contact and the matter would remain unresolved.

82. The claimant had not absolutely ruled out mediation: it was dependent on her health. Sarah Marshall hoped that two weeks on from the grievance hearing, the claimant might be able to meet with Elizabeth Acker. The suggestion of mediation

as an outcome was not unrealistic in the circumstances. It was not a breach of the claimant's contract.

83. There was not a breach of the implied term of trust and confidence. There was a breakdown in the relationship between the claimant and Elizabeth Acker. The respondent attempted to resolve the matter through proper application of the grievance procedure. The claimant did not agree with the suggested resolution, but this does not mean there was a breach of the implied term.

84. The respondent was entitled to reach that outcome having spoken to both parties. A meeting with the claimant to discuss the outcome in person could have assisted. However, this was not required under the policy and nor was it an unreasonable position for the respondent to take.

85. The claimant was upset by the comments and was entitled to resign rather than to return to work with Elizabeth Acker. However, the claimant did not resign in response to a breach of the implied term of trust and confidence. The claims for constructive unfair dismissal and breach of contract therefore fail.

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Employment Judge Ainscough

Date 14 September 2021

JUDGMENT AND REASONS SENT TO THE PARTIES ON

15 September 2021

FOR THE TRIBUNAL OFFICE

Paragraph 7 of the document that accompanied the Employment Tribunal application cites the case as a last straw constructive unfair dismissal case as a result of a grievance outcome, which was the last straw to a series of incidents.