



EMPLOYMENT TRIBUNALS

Claimant

Respondent

Mrs Ragna Karin Page

v The Queen Elizabeth Hospital King's
Lynn NHS Foundation Trust

Heard at: Norwich

On: 8, 9, 10, 11 April 2024

Before: Employment Judge Postle

Appearances

For the Claimant: In person

For the Respondent: Mr Islam-Choudhury, Counsel

RESERVED JUDGMENT

The Claimant's Claim that she was constructively dismissed is not well founded.

REASONS

Background

1. This is a Claim for constructive unfair dismissal, the Claimant relying on a breach of the implied term of trust and confidence and sets out 16 specific grounds upon which she relies upon; they are set out at pages 129 – 132 of the Hearing Bundle. The 'last straw' relied upon by the Claimant appears to be the handling of the discussions concerning her serving / length of notice period when giving her resignation in February 2023.
2. The Respondent's case is:-
 - 2.1. There is no breach of trust and confidence as alleged at all, the Respondent was always acting for reasonable and proper cause;
 - 2.2. The Claimant had at various times in fact waived any alleged breaches or affirmed the contract, particularly in October 2022 when the Claimant declined to raise a Grievance when advised to do so by Ms Katy Whicker, the Freedom to Speak Up Guardian;

- 2.3. When the Claimant arranged to go on a secondment out of the department from March 2022; and
- 2.4. Further and in any event, the Claimant did not resign because of any breach. Quite simply she had found another job elsewhere and / or because she did not wish to return to her substantive post at the end of her secondment in March 2023.

Evidence

3. In this Tribunal we heard evidence from the Claimant and on her behalf a Mrs H Schaefer, both giving their evidence through prepared Witness Statements. For the Respondents we heard evidence from: Ms K Whicker, at the time the Freedom to Speak Up Guardian; Mr P Marrow, the Lead Resuscitation; Miss N Plaatjies, Band 7 Practice Development Nurse; and Ms Muncey, Head of Non-Medical Education Workforce. All giving their evidence through prepared Witness Statements.
4. The Tribunal also had the benefit of a Bundle of documents consisting of 614 pages.
5. In addition the Respondent's Counsel's helpful opening note and chronology.

The Law

6. An employee may terminate the contract, with or without notice, subject to Section 95(1)(c) of the Employment Rights Act 1996.
7. Constructive Dismissal will arise if:
 - a. the employer committed a repudiatory breach of contract;
 - b. the employee terminated the contract in response to that breach; and
 - c. that there has not been a waiver of the breach of contract by undue delay or by apparent full acceptance of the changes brought about to their contract by the employer's breach.
8. It is an implied term of a contract that the employer shall not without reasonable and proper cause conduct itself in a manner calculated and likely to destroy or seriously damage the relationship of trust and confidence between employer and employee.
9. If the breaches of the implied term of trust and confidence are repudiatory, then the burden is on the Claimant to prove the breach on the balance of probabilities. The test of whether there has been such a breach is objective and is not a test of reasonableness.

10. The employee's resignation must be in response to the breach complained of. However, it need not be the sole cause as long as it is an effective cause or part of the reason for the resignation.
11. The employee must not have waived or affirmed the breach before resigning.
12. Finally, the resignation may be triggered by a 'final straw'. Whilst that final straw need not itself be a breach of contract, an entirely innocuous or utterly trivial act cannot constitute a final straw, it must contribute however slightly to the breach.

The Facts

13. The Respondent is an NHS Foundation Trust which provides a wide range of general specialist acute obstetrics and community based healthcare services to West and North Norfolk, Breckland, Cambridgeshire and Lincolnshire.
14. The Claimant was employed from April 2012 to 31 March 2023 as a Band 7 Practice Development Nurse. From 1 December 2012 the Claimant was contracted to work 15 hours per week and was part of the job share arrangement with Nicola Plaatjies, also a Band 7 Nurse. She worked Monday to Thursday, the Claimant Thursday and Friday.
15. The Claimant was also engaged by the Respondents on a Bank Contract.
16. It is clear there was considerable and continual friction from July 2017 between the Claimant and a Band 6 Nurse Marentia de Villiers, which is best described as a clash of personalities. It is also clear both parties were at times difficult to manage and were of strong minds and opinions. Ms de Villiers was Line Managed by Miss Plaatjies and it is also the case the Claimant was certainly not a shrinking violet and would not hesitate to stand up for herself or escalate matters to the Line Managers. The situation was not helped by the fact that Ms de Villiers and the Claimant worked together on Fridays when Miss Plaatjies was not at work to witness their behaviour towards each other.
17. The situation between the Claimant and Ms de Villiers deteriorated to such an extent that the previous Head of Department held a meeting in June 2019 between the two of them to diffuse the situation. Also present was Miss Plaatjies. The outcome of that meeting was recorded at page 192 by email of 14 June 2019 which listed things to try and improve the situation, namely:-
 - 17.1. All Members to communicate with each other with a professional respect;

- 17.2. All three Team Members to be involved in the planning and delivery of the International Nurses Program and all to be copied into all communication and plans re the International Nurses Program;
 - 17.3. Weekly evaluation of the Program to be undertaken and the Program for the following week to be reviewed and agreed with those who are required to facilitate a session to be informed prior to the day of facilitation to ensure individuals are adequately prepared; and
 - 17.4. Clear expectations of the required plan to be communicated with each other at handover.
18. The memo from the then Head of Department Amanda Small accepted that Miss Plaatjies was not involved in the discussions so her intention was to discuss with her at a one to one. The memo emphasised it was important to understand the expectations expected of all. Amanda Small mentioned in the note to all parties that she would put a note in her diary for 4 – 6 weeks to meet as a work stream so that evaluation of the Program and how it was progressing and whether the adherence to the expectations were moving forwards.
 19. On 27 June 2019, the Claimant at an Appraisal accepted the issues with Ms de Villiers was part personality clash and communication issues. It was agreed to continue to monitor the situation (page 197).
 20. In or about 14 August 2019, the Claimant makes an allegation that Ms de Villiers verbally abused her. The Claimant makes an Informal Grievance on 23 August 2019 (pages 215 – 219). In the meantime, Amanda Small meets with Ms de Villiers and warns her about her unprofessional behaviour towards the Claimant and this fact was acknowledged by Ms de Villiers, indeed her unprofessional behaviour and then there was a discussion whether Mediation was the way forward.
 21. There is then a meeting with the Claimant on 19 September 2019 (page 221) to discuss the outcome of the meeting with Ms de Villiers, to discuss the way forward and whether Mediation was an option. At that stage the Claimant was not keen on Mediation and wanted time to consider (page 222).
 22. On 7 November 2019, the Claimant agreed to Mediation which was originally planned for 3 December 2019 (page 210). However, the Claimant then went on sick leave from 27 November 2019 to 18 February 2020. Mediation is then put on hold as a result of the Covid-19 pandemic and then again because the Claimant is on sick leave in July 2020 to 20 October 2020. Mediation does take place on 10 September 2020 and that Mediation led to a Mediation Agreement. It is evidenced by Sam Hall of HR on 14 September 2020 (page 283). As a result of the outcome of the Mediation the Respondent's position quite rightly was that the Grievance had therefore been resolved.

23. It should also be noted that prior to the Mediation, it had been arranged that the Claimant and Ms de Villiers would work separately and away from each other.
24. In March 2021, Ms Muncey becomes the new Head of Team and the Claimant is Line Managed by her. Sometime towards the end of 2020, Ms de Villiers left the Respondents to take a career break.
25. In the meantime, Miss Plaatjies in 2017 had been describing herself as Lead. In fact she should properly describe herself as Co-Lead to the Claimant. Miss Plaatjies was shown an email on 30 May 2020 from the Claimant to HR and Mr Tabby, Interim Head of the Department stated that the Claimant was delighted that Miss Plaatjies had received the commendation. She was nevertheless disappointed that she had been described as Lead for the International Program, given the fact the Claimant and Miss Plaatjies were in a job share arrangement and thus joint Leads for the Program (pages 261 – 262).
26. Although the Claimant had not raised any concern with Miss Plaatjies regarding being referred to as Lead, the issue does not appear to have been raised with Ms Muncey until August 2021. Immediately, Miss Plaatjies altered the title on her email address and stopped describing herself as Lead. What was odd is if this was such an issue why the Claimant did not raise it before August 2021 with Miss Plaatjies, only raising it in 2020 to the Interim Head?
27. From April to July 2021, the Claimant says she was excluded from the meeting for the Preceptorship Program and was given an unachievable workload, and in May 2021 was asked to Line Manage Mrs Edwards who the Claimant alleges this was an attempt to create some form of conflict.
28. What is clear is that the Preceptorship Program was assigned by Ms Muncey to Miss Plaatjies in May 2021 to in effect co-ordinate the Program and where necessary delegate. The Claimant was invited to the first Preceptorship meeting on 25 May 2021 (page 515).
29. In or around May 2021 Mrs Edwards returns to the Team following a secondment. The Claimant does Line Manage her as the only Band 7 who at the time did not have anyone to Line Manage. The Claimant was thankful of this and did not express concern at the time, her only initial concerns were that Mrs Edwards supposedly was a friend of Ms de Villiers. Ms Muncey was then absent from June to August with a broken arm and was not aware of any issues between the Claimant and Mrs Edwards.
30. There were clearly regular one to ones between Ms Muncey and the Claimant about work / work streams and how to manage them.
31. In June 2021, the Claimant produces a paper on the Preceptorship Program (page 517). On 1 July 2021 the Claimant was invited to further Preceptorship meetings (page 519). In the meantime there were ongoing

discussions between Ms Muncey, Miss Plaatjies and the Claimant about work and support and about delegating on 20 August 2021 (pages 530 – 531).

32. On 16 July 2021, Miss Plaatjies sent a WhatsApp message to the Claimant sharing thoughts about the Preceptorship Program clearing evidencing the Claimant was involved in this Program.
33. On 28 July 2021, there was a meeting between the Claimant and Miss Plaatjies to discuss the Preceptorship Program (page 350).
34. On 29 July 2021, Miss Plaatjies emailed the Team and it is clear the Claimant was a recipient, setting out plans for Project Day Three and delegating tasks to the Claimant and Mrs Schaefer.
35. On 4 August 2021, there is a one to one meeting between the Claimant and Ms Muncey clearly discussing the Preceptorship Program and the need to discuss with Miss Plaatjies. They also discussed work and again explored work delegation (page 524).
36. On 10 August 2021, Miss Plaatjies returns from leave and seeks an update about the progress on Day Three and filming for the Project. She emails the Team and enquires whether the filming video had been progressed by Mrs Schaefer and the Claimant as originally envisaged.
37. The Claimant's response (page 297) is an email to Miss Plaatjies and Ms Muncey which in turn was rather negative and aggressive and was a list of questions. The Claimant had clearly not progressed the filming project, the Claimant alleging there was a breakdown in communications. Clearly there was clear instructions to the Claimant of her involvement and what was required of her in the project.
38. Miss Plaatjies responds on 12 August 2021 and her tone is friendly, reminding the Claimant of the discussions they had about the Project Day and the Claimant's involvement, particularly the filming with Mrs Schaefer.
39. On 12 August 2021, Miss Plaatjies was given time off in lieu between 8am and 12noon and also on 24 August 2021 and on 15 October 2021. This came about as a direct result of evening and weekend work provided by Miss Plaatjies which the Claimant could not do because of her own caring responsibilities.
40. The Claimant was never denied time off and had she requested time off for work outside normal hours it is clear the Claimant would have been granted time off. As it was when the Claimant requested it in February 2022 (pages 593 – 595).
41. On 20 August 2021, there was a further one to one meeting between the Claimant and Ms Muncey. The Claimant says during this meeting she was chastised over the events earlier in the month with Miss Plaatjies and the Project filming with Mrs Schaefer and communications. What Ms Muncey

was doing, in effect as a Line Manager, was asking the Claimant to reflect on the way she had interacted and her communication with Ms Plaatjies. The Claimant clearly did not like being challenged, was defensive and animated. The outcome was a suggestion by HR of an around the table meeting between the three involved. The Claimant declined such a meeting for reasons best known to her.

42. There is a further one to one meeting between the Claimant and Ms Muncey on 17 September 2021 (page 553), at which the Claimant reiterated a three way meeting was not helpful in her opinion. There were then discussions about additional support and the Claimant confirmed she did not need any support.
43. On 1 October 2021, the Claimant raises concerns in an email with Ms Muncey and the management of Mrs Edwards (page 322). On the same day Ms Muncey takes advice from HR (page 555). The Claimant then alleges Ms Muncey does not want her to Line Manager Mrs Edwards (page 323). On 16 November 2021 there is a meeting between Mrs Edwards, the Claimant, the Trade Union Representative and Ms Muncey, in which Mrs Edwards raised her concerns. The meeting concluded there had been some miscommunications and no further action was required as the situation appeared to have been resolved.
44. On 18 November 2021, there was a further one to one meeting between the Claimant and Ms Muncey at which a number of topics were discussed (page 585). One of which was the possibility of the Claimant having a secondment to the Resuscitation Team. It may also have been discussed, if such a position was available, whether to go on a fixed term basis. What is clear is the post had not yet been advertised and Ms Muncey had to consider the impact on the Practice Development Team if the Claimant was granted secondment. At that stage Ms Muncey was not in a position to consider the secondment request as the post had not been advertised in any event and indeed, when it was the following year the Claimant was allowed to go on secondment to the Resuscitation Team for 12 months from March 2022.
45. On 10 December 2021, Occupational Health contacted Ms Muncey advising that it may be best for the Claimant's health to go off sick, as despite this the Claimant wished to remain at work (page 587). Ms Muncey called Dawn Slack, Occupational Health, on 14 December 2021 to discuss the Claimant's wellbeing. Then on 15 December 2021 Ms Muncey had an email from Alice Webster to advise the Claimant had asked to work in the Covid Vaccination Centre for the next few weeks. Alice Webster was keen to grant the Claimant's wish (page 590).
46. Mr Muncey's concern was the Claimant from a Health and Safety point of view given the Claimant's state of health. Ms Muncey therefore telephoned the Claimant on 15 December 2021, not to question the Claimant's judgment on working in the Vaccination Centre, but to ensure as her Line Manager the Claimant was fit and well enough to work in the light of the Occupational Health Report. The date of the call was

apparently on the Claimant's day off and appears to have been the first available date Ms Muncey could have telephoned following the information and requests received from both Occupational Health and Ms Websters request.

47. On 21 March 2022, the Claimant was Line Managed by Paul Marrow of the Resuscitation Team, away from the Practice Development Team. Although the Claimant was not in the Practice Development Team anymore she nevertheless took it upon herself to contact, on 7 September 2022, Katy Whicker who holds the Freedom to Speak Up Guardian position which supports staff to raise concerns and escalate them appropriately, providing advice and guidance. The main purpose of the role is to help and protect patient safety and the quality of care delivered. The Claimant raised concerns about the Practice Development Team, specifically about being bullied and treated unfairly within that Team. She identified Ms Muncey and Miss Plaatjies but did not give any specific detail of the behaviour or examples. The Claimant wanted her anonymity preserved.
48. On 20 September 2022, Ms Whicker met with Louise Knottley, Executive Lead for Freedom to Speak (pages 381 – 382). Thereafter the Claimant was updated by email on 21 September 2022 (page 373). It should be noted that Ms Whicker's role was not to investigate the concerns herself, she was merely a conduit by which the process could begin.
49. Ms Whicker was subsequently informed the Claimant's concerns were investigated by Ms Knottley and support was being provided and that all staff were being treated fairly. The Claimant questioned whether a full investigation had taken place and Ms Whicker once again informed the Claimant that her role was a conduit to raise concerns. However, she would feed the Claimant's concerns back but made it clear if the Claimant still had concerns she should raise them with the new Interim Chief Nurse, or raise a Grievance which may be more appropriate. The Claimant did not wish to raise a Grievance, but wanted the matter passed to Helen Blanchard the Chief Nurse, again anonymously.
50. On 15 November 2022, the Claimant emailed Ms Whicker with a summary of issues and did not give permission to share specifics so that clearly made it difficult to take the matter forward. Furthermore, other individuals named by the Claimant had not approached either the Freedom to Speak Up Guardian or Ms Blanchard.
51. Ms Whicker emailed the Claimant on 9 February 2023 to update what Helen Blanchard had done, which was working closely with Ms Muncey regarding changes to the Team, a review of roles within the Team and that Ms Muncey was keeping staff informed in the change process. The Claimant did not raise any further issues, concerns or respond.
52. On 13 February 2023, the Claimant informed Paul Marrow by text that she had been offered a new position as Community Matron at another Trust. The message is clear (page 601).

53. On 14 February 2023, the Claimant verbally requests Paul Marrow for early release from her three month notice period so she could leave at the end of March.
54. On 16 February 2023, the Claimant verbally informs Ms Muncey that she has secured new employment.
55. On 22 February 2023, the Claimant emails HR, Ms Muncey and Paul Marrow confirming the verbal offer for the post outside the Trust.
56. Not surprisingly the response from HR on 23 February 2023 is that they need the Claimant's resignation notice in writing so that her post could generate the necessary advertising as she would not be returning to her substantive post. It was not an unreasonable request if the Claimant wanted her notice period shortened.
57. The Claimant's response to HR is an email, unequivocal on 23 February 2023,

"I herewith tender my resignation from my substantive post... I would like my employment to terminate on 31 March..."
58. All the Respondent wants is notice in writing so they can release the Claimant and advertise her post. This is not unreasonable.
59. It is also clear, from this time on anything that happens after 13 or 14 February 2023 has no bearing on the Claimant's decision to leave the Respondent.
60. On 16 February 2023, the Claimant arrives at the Progress Development Teams new premises with an Occupational Health Advisor without warning the Team. An altercation ensues between the Claimant and Miss Plaatjies over the allocation of desks. Miss Plaatjies version of events is corroborated by Ryan Slater (page 471) and that is in fact it was the Claimant who was disruptive and confrontational. All Miss Plaatjies was trying to do was diffuse the situation by moving the Claimant to another room in order to avoid disrupting work. Clearly the Claimant was upset at not being allocated a desk, however, on the whole the Team, apart from full time staff, were being asked to 'hot desk'.
61. The Claimant then lodges a Grievance about this incident on 16 February 2023 (page 392). The Grievance is against Miss Plaatjies and the events on 16 February 2023. That is the only subject matter of the Grievance and clearly could not have played a part in the Claimant resigning as she had already made the decision to leave and had secured a new post.

Credibility

62. The Tribunal did not find the Claimant's evidence convincing and at times it was not reliable of fact as set against the documentary evidence before the Tribunal.
63. The Tribunal reminds itself the burden is on the Claimant. In fact, the Tribunal found the Claimant was evasive at times. On a number of occasions she had to be reminded to answer the question before her, rather than go off at a complete tangent avoiding the question.
64. The Claimant's evidence that she was adamant that she had not decided to leave on 14 February 2023 is inconsistent with the reliable consistent evidence of Paul Marrow, in which he understood from the Claimant's texts that she was going to leave and was asking for early release.
65. It is quite clear that the Claimant had found another job and had made the decision to leave before 16 February 2023, therefore what happens on 16 February 2023 is irrelevant. As indeed is the Grievance thereafter.
66. Another example of the Claimant's evidence being inconsistent is how she describes the conflict on 16 February 2023 with Miss Plaatjies being entirely inconsistent with Ryan Slater's Witness Statement provided for the Grievance (page 471) which the Claimant appeared to rely upon. His evidence unequivocally supports Miss Plaatjies'. Furthermore, he had a good relationship with the Claimant.
67. Another example is the meeting on 28 July 2022 between the Claimant and Miss Plaatjies over handover and work whilst Miss Plaatjies was away. The content of that was confirmed by email on 29 July 2022 and it was clear what was required from the Claimant re: the filming with Mrs Schaefer. There is no email at that stage from the Claimant saying she is not clear what is required or that she checked with Ms Muncey if she was not clear. The work was not done by the Claimant. There is then a meeting between Ms Muncey and the Claimant on 4 August 2022 and an email to the Claimant enquiring whether the work had been done, or not. The Claimant does not respond.
68. On 10 August 2022, Miss Plaatjies emails the Claimant to enquire what the position was (page 299) and then on 12 August 2022 the Claimant emails (page 297) a rather aggressive, confrontational response asking a list of questions as if she did not know what was required of her. That is the hallmark of a difficult and evasive Claimant and not the behaviour of a normal job share communication.
69. The Respondent's evidence was clear, reliable and compelling and consistent with the documents before the Tribunal.

Conclusions

70. The Tribunal conclude there was simply no fundamental breach. What happened to the Claimant, the Respondent was clearly acting for reasonable and proper cause. It is clear what happened during the course of the Claimant's employment was not a course of conduct intended to force the Claimant out in some way.

71. Even if there were any alleged breaches, they were in fact waived. In particular Ms de Villiers allegation was resolved after mediation, whether the Claimant accepted it or not. There was a Mediation Agreement reached in December 2020 and there were no further Grievances.

72. The issue in September 2021 of the job title 'Co-Lead', that was resolved.

73. In January 2022, the Claimant agrees a secondment for one year, nothing happened during that year. Furthermore, it is clear that the Claimant did not resign in response to any breaches complained of because she had simply found another job. Furthermore, the Claimant at various stages of her employment raised concerns about conduct of other employees, in response the Respondent did take a number of steps to deal with the Claimant's concerns, including Mediation and meeting other employees to discuss the behaviour and what was expected, enabling the Claimant to work in a different area to Ms de Villiers and providing the Claimant with additional support.

74. In relation to the specific issues found in the Bundle at pages 129 – 131:

75. Allegations 2.1 and 2.1.10

This being where the Claimant says she is put out because her Co-Lead is describing herself as Lead from 2017.

What is clear is when this was finally raised with the Respondent in August / September 2021, it was immediately addressed and corrected in September 2021.

76. Allegations 2.1.2 and 2.1.3

This is the concern by the Claimant that she was bullied by a co-worker and failing to deal with the bullying from February 2018 to August 2019.

What is clear is the Claimant was not bullied. There was a personality clash with Ms de Villiers. It was appropriately managed and they were separated at one stage to avoid contact in the workplace. When the Claimant raised a Grievance about it, the Claimant agreed to Mediation, that took place in September 2020. It was partly delayed by Covid and the

Claimant's illness and thereafter no further issues arose. Ms de Villiers subsequently leaving in any event.

77. Allegation 2.1.4

This is said to be that the Claimant was excluded from meetings about the Preceptorship Program from April to July 2021.

The first point to make here is the Claimant did not complain about being excluded at the time, the Project was being led by Miss Plaatjies and it is clear from the documentary evidence before the Tribunal that the Claimant had a task delegated to her and was involved in meetings and invited to meetings.

78. Allegation 2.1.5

This is said to be that the Claimant was given an unachievable workload from April to November 2021.

It is clear that the Claimant's workload was managed and certainly with Ms Muncey monitoring the workload throughout. The Claimant was asked on occasions if she needed support, which she declined. It is clear there was not an unachievable workload placed on her.

79. Allegation 2.1.6 and 2.1.11

This is said that between May to December 2021 there was an issue over the Line Management of Mrs Edwards.

This does not make sense because at the time the Claimant was happy to Line Manage Mrs Edwards. There were some issues around Mrs Edwards' role and these were resolved at a three way meeting.

80. Allegation 2.1.7

This is said to be that one to one meetings between the Claimant and her Line Manager were not documented prior to August 2021.

The first point to make is that Ms Muncey only became her Line Manager in 2021. There does not seem to be any obligation to minute these one to ones, although it is accepted it is good practice. The failure to minute the one to ones cannot lead to a breach and certainly after August 2021 notes were being kept of these one to ones.

81. Allegation 2.1.8

This is the suggestion that the Claimant was refused time off in lieu whereas Miss Plaatjies was given time off in lieu.

What happened here is Miss Plaatjies was working outside her normal hours at weekends and later in the evenings and as a result was granted time off. The Claimant was unable to do so because of her caring

responsibilities. In any event, when the Claimant did request time off in lieu, on one occasion it was granted.

82. Allegation 2.1.9

This is said to be that the Claimant was chastised in a one to one meeting on 20 August 2021 with Ms Muncey following the incidents over the work stream and filming with Mrs Schaefer.

What was discussed was the Claimant's communication with Miss Plaatjies in response to an enquiry as to work, whether the work had been done as agreed and the response being rather negative, confrontational and unhelpful by the Claimant. Clearly a Line Manager is entitled to speak firmly with those whom they Line Manage if they do not do the tasks they are set.

83. Allegation 2.1.12

That is said to be that on 18 November 2021 the Claimant was denied a request to go on secondment and was to consider a fixed term option as an alternative.

It is clear there was no refusal, whether it was on a fix term option or not matters not. The situation at that time was the secondment role in Resuscitation had not yet been advertised and thus had not been signed off by HR. When the role was advertised in January 2022 to commence in March 2022, the Claimant was offered and took up the secondment. It is also true that by going on secondment the Claimant affirmed the Contract and waived any previous breaches.

84. Allegation 2.1.13

This is said to be that on 15 December 2021 the Respondent telephoned the Claimant about her fitness to work and questioned her professional judgement.

That is simply a misrepresentation of the facts. On Occupational Health advice Ms Muncey was advised the Claimant was not fit enough to work, notwithstanding this the Claimant wanted to remain at work. Clearly the Respondents have a duty of care and what Ms Muncey did on 15 December 2021 was enquire with the Claimant whether she was fit enough to work, particularly as she now wanted to go to the Vaccination Centre for Covid. This clearly cannot be a breach.

85. Allegation 2.1.14

This is the failure to investigate bullying and harassment concerns raised with the Freedom to Speak Up Guardian in September 2022.

It is true the Claimant made vague and unspecified allegations with the Guardian, whom as a conduit only referred them on. There was seemingly

coaching and action taken thereafter. The Claimant did not provide specific examples which made it very difficult to investigate. The Claimant had the option and was advised to take out a Grievance, she did not do so. There was no breach.

86. Allegation 2.1.15

This is said to be on 16 February, the Claimant was given a segregated work space and humiliated by the Co-Lead when she attended the office with Occupational Health.

At the time the Claimant was on secondment and she apparently had arrived at the office without any warning or notice. In the meantime the whole Team had moved to a new office and they were 'hot desking' i.e. not allocated specific desks and in the process of unpacking the move. The Claimant clearly behaved in an inappropriate and unprofessional manner toward her Co-Lead and the evidence by Ryan Slater unequivocally supports the version of events given by Miss Plaatjies.

87. Allegation 2.1.16

This is said to be the final straw that in February the Claimant was pressurised to resign by being offered a departure date of 31 March 2023 and being told she would have to tender her resignation in writing.

What happened is around 14 February 2023 the Claimant informed her Line Manager verbally that she had secured a new job, wanted release from her full contractual notice and wanted to leave at the end of March. As a result the Respondents agreed to this but on the condition that the Claimant formally tendered her resignation in writing. This is not an unreasonable requirement of any employer. That was needed to ensure the Claimant's substantive post could be advertised and made available. That clearly cannot be a breach.

88. For the above reasons, the Claimant's claims for constructive unfair dismissal simply fails in its entirety.

Employment Judge Postle

Date: 14 May 2024

Sent to the parties on: 30 May 2024

For the Tribunal Office.

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<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>