



EMPLOYMENT TRIBUNALS

Claimant: Ms Katherine Gray

Respondent: Southampton City Council

Heard at: CVP

On: 22 and 23 May 2025

Before: Employment Judge Winfield

Representation

Claimant: In person

Respondent: Arya Aparajita, Devereux Chambers, Counsel

RESERVED JUDGMENT

The judgment of the Tribunal is as follows:

1. The Claimant's claim for constructive unfair dismissal is not well founded and is dismissed.

REASONS

Claims and List of Issues

2. Ms Katherine Gray ("the Claimant") was employed by Southampton City Council ("the Respondent") as a MET Worker. "MET" stands for missing, exploited and trafficked children. The Claimant was employed from 1 January 2005 until 28 December 2022.
3. By way of an ET1 Claim form dated 27 March 2023, the Claimant brought a claim of constructive unfair dismissal under the Employment Rights Act 1996 to the Tribunal.
4. A preliminary hearing was held on 27 November 2024. The purpose of that hearing was, amongst other things, to summarise the list of issues relating to the constructive dismissal claim that needs to be determined. There are two important issues to note that were helpfully clarified at that preliminary hearing and are worth repeating here:

- a. Only those allegations that precede the resignation are relevant. This is because actions that occur after resignation cannot be relevant to a constructive dismissal claim; and
 - b. The constructive dismissal claim can only relate to the Claimant's employed role as a MET worker. Whilst separately the Claimant was involved as a foster carer with the Respondent, this role is in a separate capacity to that of an employee.
5. The Claimant claims that the Respondent acted in fundamental breach of contract in respect of the implied term of the contract relating to mutual trust and confidence. The breach(es) were set out in paragraph 92 of that case management order and are repeated here:
- a. *21st October 2022- She alleges that she was not advised how to put in a grievance and/or she was not referred for an Occupational Health assessment.*
 - b. *11th November 2022 – The claimant alleges that a colleague Afra Price failed to keep the events relating to her role as a foster carer confidential, and breached confidentiality within the MET work group.*
 - c. *11th November 2022 – She received a return to work plan from her line manager Laura Tanner – There was no referral to Occupational Health and no support put in place for her on her return.*
 - d. *25th November 2022 –*
 - i. *She was required to attend an Ofsted meeting at which colleagues would be present who had been involved in the investigation of her as a foster carer and/or against whom she had made complaints about the investigation (this is in effect an example of the allegation made above that no support systems were put in place on her return to work, particularly in relation to interaction between her and those involved in the investigation of her as a foster carer;*
 - ii. *On her complaining to her line manager and raising her emotional distress LT asked “are you sure this is not in your head”.*
 - e. Then, applying the facts to the legal tests, The Tribunal will need to decide:
 - i. Whether the Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the claimant and the respondent. The Tribunal will need to decide whether the breach was so serious that the claimant was entitled to treat the contract as being at an end; and
 - ii. Whether it had reasonable and proper cause for doing so.
 - f. Did the Claimant resign because of the breach?

- g. Did the Claimant wait too long before resigning and affirm the contract?
- h. In the event that there was a constructive dismissal, was it otherwise fair within the meaning of s. 98 (4) of the Employment Rights Act 1996?

Procedure, Documents and Evidence Heard

- 6. A List of Issues was produced at a preliminary hearing - this has been described above. The associated case management orders required that:
 - a. A bundle was produced that was limited to 200 pages;
 - b. Written statements of the Claimant shall be limited to 5,000 words in total and of the Respondent 7,500 words in total.
- 7. There was a final hearing bundle (known hereafter as the Bundle) of 288 pages, plus two witnesses and three witness statements from the Claimant, with three witnesses and associated witness statements on behalf of the Respondent (which resulted in a separate Witness Statement Bundle for the Respondent, or WS Bundle). Those witnesses were:
 - a. Katherine Gray, Ms F Gray and Lorraine McMullan on behalf of the Claimant; and
 - b. Laura Tanner, Amanda Cottrell and Tim Nelson on behalf of the Respondent.
- 8. Whilst Ms F Gray (no first name provided on the document) produced a witness statement, the Claimant confirmed that the witness did not feel comfortable attending the hearing. I asked both parties if they were therefore happy to agree that I, the Claimant and the Respondent had read the witness statement, however as the witness was not present we could not cross examine them and as such, could not attribute the same weight to that witness statement. The Respondent confirmed they were content not to cross examine the witness.
- 9. This claim for constructive unfair dismissal was heard over two days. I have heard oral evidence from the Claimant and from the Respondent. I have seen written submissions from the Respondent and the Claimant. Both parties gave oral closing submissions. I have carefully considered the documentary evidence provided, together with the parties' oral evidence.
- 10. In order to undertake effective case management, whilst I reserved judgment, I heard submissions on remedy during the two days. I received evidence from the Respondent as part of those submissions, which summarised the Claimant's remaining annual leave entitlement.
- 11. At the beginning of the hearing, the Claimant made submissions that certain emails were not included in the Bundle, which were relevant to the hearing. Upon reviewing that correspondence, I ordered that one of the emails, that being the email dated 21 October 2022 from Jo Williams, be allowed as evidence into the hearing. I allowed the Respondent time to review this and to take necessary instructions. Whilst this email concerned the associated LADO

(foster care) process, it contained information within it from the Claimant's line manager, Laura Tanner, relating to the employment status of the Claimant and as such may have been relevant.

12. I explained at the beginning of the hearing process to all parties that I had to have regard to the Equal Treatment Benchbook (that includes the Overriding Objective) and the Employment Tribunal Procedure Rules 2024 (the 2024 Rules), to ensure that the case is dealt with, amongst other things, fairly, and that parties are on equal footing.
13. I made clear that the parties could request a break at any point and if they had any additional needs or requirements, they could simply ask the Tribunal. Regular breaks were taken to accommodate the needs of the Claimant, who was suffering with ongoing mental health issues.

Facts Identified

14. I have made the following findings of fact on the balance of probabilities having heard the evidence and considered the documents. These findings of fact are limited to those that are relevant to the issues listed above, and necessary to explain the decision reached. Where there is any disagreement between the Parties on matters relating to fact, I explain this below.
15. It should be noted that there is a lengthy timeline and various correspondence in relation to the Claimant's interaction with Southampton City Council. Much of this correspondence relates to the Claimant's role as a potential foster carer. As already established in the preliminary hearing, the constructive unfair dismissal claim can only relate to the Claimant's capacity and role as an employee. However, some of the points made between the Claimant and the Respondent concerning the foster care role is relevant, precisely because it goes to the question as to *"whether the Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the claimant and the respondent"*. As such, the facts below are those relevant to the answering of this question, focusing on the issues identified specifically at the preliminary hearing.
16. For clarity, the fostering family & friends team, Court & Protection Team West and the LADO service are all part of the foster care system services at Southampton City Council. LADO stands for "Local Authority Designated Officer".
17. As already explained, Ms Katherine Gray (the 'Claimant') was employed by Southampton City Council ("the Respondent") as a MET Worker based in Southampton. Laura Tanner was at the time the Claimant's Line Manager as the MET Hub Lead and Tim Nelson is Head of Young People's Service at Southampton City Council.
18. In the Bundle pages 169 to 173 is a chronological summary of the support provided to the Claimant by Laura Tanner. The relevant parts of this chronology are used to provide a fuller chronology of events below.
19. On 11 April 2022, the Claimant emailed Laura Tanner explaining that she was *"being seriously considered as a special guardian for three children under the*

age of 8” (pages 95 and 96 of the Bundle). Part of the email also requested a change to hours of working, alongside sabbatical leave.

20. The Claimant was granted a period of leave to support with the foster care (pages 101 to 107 of the Bundle). This was for a 12-week period and agreed by Tim Nelson on 16 June 2022. The period of leave would start on 27 June 2022.

21. On 5 July 2022, Laura Tanner invited the Claimant to a social event (page 169 of the Bundle).

22. On 4 August 2022:

- a. Laura Tanner wrote to the Claimant on WhatsApp (page 175), asking *“how are you managing with it all? I’m sure you’re doing an amazing job with them (smiley face emoji)”*.
- b. The Claimant replied *“It’s bloody hard! 2 are settled – one is not [emoji] – we will get there hopefully [praying emoji]”*.
- c. Laura Tanner responded, *“I’ve no doubt you will. It’s still early days so sounds amazing that you have two reasonably settled – well done! If there is anything I or any of us can do to help / support just shout xx”*.

23. Laura Tanner was first informed of the LADO and the associated section 47 investigation on 9 August 2022 by LADO (Bundle page 170). The Claimant then also messaged Laura Tanner informing her of the same on 10 August 2022 (page 170 and 177 of the Bundle).

24. On 22 August 2022, the following events occurred:

- a. Laura Tanner messaged the Claimant, *“Are you in a position to talk? I can give you a brief update from speaking with Jemma”*. The Claimant replied *“hi yes”*.
- b. The Claimant wrote to Laura Tanner (pages 109 to 110 of the Bundle). In summary, the Claimant was being investigated under section 47 of the Children Act 1989, relating to her role as a foster carer of the three children. The email from the Claimant states as follows (relevant extracts):

“I really do not know what is going on with the S47 apart from knowing from the 19/08 that Zoe said her findings are substantiated – I will be appealing as this is not true/factual or evidential – it didn’t happen!”

“I feel I have been discriminated against and bullied and told by Zoe ‘I can’t cope as a single Foster Carer with a baby who needs 121 and two older children who also need 121’.”

“This process and the way I am being treated is making me physically sick and continues to cause me a great deal of stress, anxiety, isolation and sleepless nights that I have had to seek the support from my GP – she has signed me off from today for 1 calendar month”.

“Not sure what else to say other than this feels like a set up from start to finish on many different levels...I will be fighting this through the correct channels – complaints/grievance/GDPR and am currently seeking legal advice and support”.

25. The Claimant provided Laura Tanner with a statement for fitness for work note as part of that correspondence on that same date, confirming that the Claimant was not fit to work for stress related reasons.

26. On 2 September 2022, the Claimant attended the LADO meeting (page 170 of the Bundle).

27. On 8 September 2022, there was a message exchange between Laura Tanner and the Claimant (page 179 – 182 of the Bundle), as follows (LT being Laura Tanner and the Claimant being C for ease of reference, which I will use throughout correspondence in this Judgment):

- a. LT to C: *Hi Kat how are you?*
- b. C to LT: *Hey Laura, I am trying to stay positive.*
- c. LT to C: *That’s good to hear but must feel tough at times I’m sure. Have you had much updates on what is happening?*
- d. C to LT: *Laura, in response, no. Kat*
- e. LT to C: *[sad face emoji]. That must be unbelievably difficult. I’m obviously still wanting to check in with you and see how you are but is that ok with you? I can be guided by you on what contact from me you find helpful at the moment, especially as you are signed off. I don’t want you to feel any pressure to respond to me or questions I ask.*
- f. C to LT: *It’s extremely difficult [sad face emoji]. Thank you for checking in – I really appreciate this. Don’t worry there is no pressure at all – happy to speak with you [heart hands emoji]*
- g. LT to C: *[responding with heart emoji to above] I can only imagine. Make sure you are looking after yourself within all of this. Answers will have to come soon. Are you still uncertain if the children are coming back to you?*
- h. C to LT: *I’m trying – lot’s of self care, it’s hard to sleep. I haven’t heard anything about the children returning it’s like a waiting game and very painful. It’s a very cold system Laura. And the children want to return – I know this much x*
- i. LT to C: *I’m sorry it’s felt like that for you [sad face emoji] now how we should want anyone to feel going through this stuff. It is a very difficult situation and in some ways maybe even harder because you know parts of the system and people involved. I’m glad you are making space to look after yourself though, as best you can. If you would like to meet for a coffee at any time just let me know – your well-being is my primary concern in all of this [purple heart emoji].*

j. C to LT: Thank you [butterfly emoji].

28. On 19 - 21 September 2022, Laura Tanner and the Claimant had another exchange via WhatsApp (pages 183 to 187 of the Bundle):

- a. LT to C: Hiya Kat, just checking in – has there been any further news? I'm assuming you might be signed off by your doc a little longer?
- b. C to LT: Good morning, Jo shared with me on Friday that the two older ones are to be returned however I have to jump through hoops at Zoe's request. Yes I think my doc will want to me sign off for more time
- c. LT to C: Oh good, so pleased you've had some news and good news at that! How are you feeling about it? OK just send me over the doctor's note once you have it x
- d. C to LT: Feel sick about accused/labeled as a child abuser – this is what hurts the most – I will do whatever it takes to get this s47 looked at to attempt to overturn the findings and I have put in a complaint around this...the other thing is the fact that the children will have been traumatised unnecessarily and of course this will set us back some... hope you are ok and the team xx will send you the sick note soon as I have it x thank you [yellow heart emoji]
- e. LT to C: That's understandable although I don't think anyone has labelled you that but I understand how it might feel like that [sad face emoji]. Do you know when the kids will be back with you? Okay the sick note needs to cover from today as your previous one was 4 weeks (and I think you sent me that on 22/08)

29. On 23 September 2022, the Claimant attended another LADO meeting (page 170 of the Bundle)

30. On 29 September 2022 the Claimant was signed off by the GP until 17 October 2022 (page 170 of the Bundle).

31. On 7 October, Laura Tanner and the Claimant had a WhatsApp exchange (page 187 to 193 of the Bundle). The pertinent extracts are set out below:

- a. LT to C: Hiya Kat, how are you doing? Any news on things?
- b. C to LT: Hey Laura, I'm getting there...having sessions with the two older children...I have a meeting today where I hope for some good news. I put a complaint in...so I have escalated this to stage 2.

Miss you all xx

- c. LT to C: I'm glad the contact has progressed...I could do with a proper chat with you at some point so we can talk about the future with work. I know it probably feels difficult to predict the future at the moment but maybe we can consider the different options a little. Do you think you'll have anytime to talk about it next week maybe?

We miss you too! I also need a steer from you about what I share with the team about where things are at for you. So far they don't seem to have questioned that you're still off but they will probably start to wonder soon if you're coming back or not x

Something else we can maybe discuss next week.

d. *C to LT: ...the plan is for [two children] to return to me, was supposed to be mid oct but it's all up in the air still and I also have to go back before the fostering panel which I'm glad for as I need to have my say but still a big worry [emoji] I have asked Jo (Jo is amazingly supportive throughout this) to speak with LADO about where I stand with the substantiated S47 as it may be that I never work with children & YP again – this is what is hellish, worries me and keeps me awake all night over maliciousness & lies and a corrupt investigation the whole thing Keeps me awake but alert when I find myself unpicking all of its failures, I could probably get a PHD in child law with that I have researched in this time – don't really want the team knowing anything because people judge with things like this. I shared with Cia that I was exhausted, stressed out and having a break whilst she kindly pressed me conversing (love her [yellow heart emoji]) but not feeling as if I am actually having a break, she invited me to her church for some energising [sun emoji] I plan on going too x Laura, what im going through is causing me untenable stress effecting my well-being. Hopefully we can speak next week x the biggest biggest [yellow heart emoji] to u and to the team especially Jade xx*

e. *LT do C: Please let me reassure you that from what I'm aware you do not have to worry about not being able to work with children again! Trust me on that! We can discuss more next week – any times or days better for you? Happy to do evening if that's easier too x*

We miss you lots [purple heart emoji]

f. *C to LT: Ok thank u [prayer emoji] xx*

g. *LT to C: I'll message again Monday and see if there's any day you'd prefer to talk. Have a nice weekend and be kind to yourself [purple heart emoji]*

h. *C to LT: K thank you, & u [yellow heart emoji]*

32. On 11 October 2022, Laura Tanner called the Claimant. On the phone conversation, it was agreed between them what information would be shared with the team about the Claimant's absence. Laura Tanner also informed the Claimant that she would need to complete a risk assessment in looking at her being able to return to work following the outcome of the section 47 investigation.

33. On 14 October 2022 the Claimant attended a LADO meeting. On the same day Laura Tanner messaged the Claimant asking if there were "any updates". She also added "Dw they've given some updates in meeting – about having met with you this week, plan for them to be back with you 24/10 and support being provided etc. Hope that meeting was helpful for you and you feel

clearer on what's happening. Let me know if you are free in the next couple of hours and I'll give you a quick call to update you following this LADO meeting. I feel quite positive from it".

34. On 15 October 2022 the Claimant replied to Laura Tanner's message, confirming that there would be positive news in relation to the foster care and that she had mislaid her phone, which is why the response was delayed. Both Laura Tanner and the Claimant agreed to catch up on Monday.
35. On Monday 18th October 2022, the Claimant was signed off sick by the GP until 11 November 2022.
36. Between 19th and 21st October, the Claimant and Laura Tanner tried to set up a call. It was agreed to have the call after half term because the Claimant wasn't feeling well. Laura Tanner explained, via WhatsApp, that delaying this meeting would delay the return-to-work date due to needing to undertake a risk assessment (page 199 of the Bundle).
37. On 21 October 2022, Laura Tanner wrote to the Claimant with what is known as a "Stage One" letter, alongside a covering email. Laura Tanner states *"As discussed, here is the stage 1 letter. Please do not worry about this – just reflects that due to you having been off over a certain number of days it has triggered a formal process that ensures we are meeting, discussing and planning what we need to do to help you return to work and what support you need with this"*. The Stage One Letter confirmed that the Claimant was signed off until 13 November 2025 (pages 135 to 136 of the Bundle) and there would be a formal meeting with the Claimant to *"discuss your attendance record with you and explore the reasons for your absences so we may support you and help you improve your attendance"*.
38. The bottom of that same formal letter states: the Council *"should like to remind you that the Council is committed to empowering employees to look after their health and wellbeing. We recognise at times, situations arising in and/or outside of the working environment may impact on individuals' health, wellbeing, their personal life, work relationships and performance. 'Our wellbeing' is the Council's employee wellbeing programme and offers a range of internal and external support services, including an Employee Assistance Programme (Tel: 0800 716 017 or email counsellingadvice@healthassured.co.uk), trained Mental Health First Aiders, Wellbeing Champions and wellbeing intranet pages, which can support you during more difficult times or if you wish to improve and maintain your wellbeing"* [underline denoting hyperlinks].
39. On the same day on 21 October 2022, Laura Tanner also sent to the Claimant information about the separate Local Authority Designated Officer (LADO) process (page 127 for the email and the pages 131 and 132 of the Bundle for the LADO information) and explained that she had *"let Jo Williams know you would appreciate speaking with her at some point about the [LADO] process – I've given her your personal number as discussed"*. The LADO process related to *"employees and volunteers who work with children"*.
40. Separately, and before the Stage One Letter arrived with the Claimant, Laura Tanner messaged the Claimant via WhatsApp. She explained that a stage

one letter would be sent to the Claimant shortly because she had been off sick for over 20 days. The following conversation took place over WhatsApp (pages 198 - 208 of the Bundle):

- a. *LT to C: I'll send you the letter by email if that's ok with you and then we can hopefully tie all of this stuff into one meeting after half term?*
- b. *C to LT: Ok ok no problem*
- c. *LT to C: Nothing to worry about, just a process we have to go through and also ties in with our discussions around plans for support/working arrangements etc.*

The letter does sound quite formal though (it's a template), just so you're aware.

- d. *C to LT: Ok. Although separate meetings will work better for me to totally 100% understand.*
- e. *LT to C: Okay so I would definitely explain it all so hopefully it wouldn't be confusing to you. Although there are different strands, they all tie into one another.*

Here's the way I think about the 3 bits:

1.LADO bit: Basically I will talk you through a risk assessment I've had to complete and get your views on it. This is a bit of a summary of what happened, how anything could relate to your work role and how we plan to manage this/any actions needed.

2.Sickness bit/stage one meeting – talk about the plan for you to return from sick, any support needed, phased return etc. phased return can be up to 4 weeks usually so that would give us time to think about the next bit below.

3.Ongoing work pattern/plan – we can discuss how you can request a flexible working arrangement.

We can talk about each bit separately but it's also difficult to completely separate them as they all tie into one another too

Would you be okay to meet me (either in person or teams) on Monday 31st before 12?

To be completely honest we've already had the conversations about your sickness but I just didn't realise about having to do the formal meeting bit [hand on head emoji]. So mostly it'll be me going over our plan in a bit more detail.

What's your personal email address? I'll forward the LADO leaflet Jo has sent me.

Also shall I send the stage 1 letter to your email?

- f. C to LT: *Okay send it all through and will look at this next week (when the kids are in bed)*

...

- g. LT to C: *Will it work for you for us to meet on Monday 31st?*

I have to put a date and time in the stage 1 letter.

We can do teams or in person, whatever you prefer.

- h. C to LT: *Yes I will be available, okay let's stick a teams meeting in for now and maybe arrange a face to face nearer the time, thank you Laura.*

- i. LT to C: *Okay sounds good. Hope next week goes well and that you're feeling better by then. We'll catch up properly the week after when we meet [smiley face emoji]. [Heart emoji reply from C].*

I'll send the Teams invite to your personal and work email so you got options [thumbs up emoji from C].

41. On the morning of 31st October 2022, the Claimant was unable to attend the stage 1 meeting. There was a WhatsApp exchange between the Claimant and Laura Tanner (pages 209 to 213 of the Bundle):

- a. LT to C: *Morning Kat. I just realised I haven't sent a Teams invite for us to meet at 10 today. Is that time still ok for you?*

- b. C to LT: *Morning, is it possible to rearrange Laura? Not even had a chance to go through documents – towards the end of the week, not seen my GP yet to get fit note but on the list to do this week – sorry to be a pain I know your time is precious*

- c. LT to C: *Ok I'll have a look for when we could rearrange for later this week. I'm on leave w/c 14th Nov so would be great if you were able to come back to work next week (even if just for a few hours for a couple of days as part of the phased return). I'd rather you start back whilst I'm here than not. Would that work for you?*

The main thing for you to think about is a) what you feel able to do as part of a phased return (up to 4 weeks) and b) what hours you think you could do in the longer term (and then you will be able to complete the flexible working request).

- d. C to LT: *Ok – yes let's plan for me to return next week – I'm feeling much better and I don't think a phased return will be needed*

- e. LT to C: *Ok but you won't be able to work your normal full time hours because of the kids I assume we do need to factor that in and so the phased return gives us an opportunity to work more flexibly with your hours for 4 weeks (that we otherwise won't have) and it gives you time to do the flexible working request. Does that make sense?*

f. C to LT: Yes, it makes sense – yep ok.

g. LT to C: Cool. Ok, so you just need to get a fit to work from GP starting from next week. Let's meet Thursday morning – 10 ok for you? You want to do in person or Teams?

h. C to LT: Let's do teams – can't wait to return [hand heart emoji]

42. On the day of the arranged meeting on 3rd November, Laura Tanner and the Claimant had another conversation via WhatsApp (pages 213-216 of the Bundle). The Claimant explained that she had been signed off by the GP for another week and would like to move the Stage 1 meeting to align with this date. Laura Tanner asked that the meeting take place regardless as there needed to be a Stage 1 meeting. The Claimant agreed with this.

43. The meeting did occur on 3 November 2025 and a follow up formal letter was issued after this (pages 137 to 138 of the Bundle). This letter states:

"Kat, you were signed off work with stress and anxiety – this has been linked to you having taken on the care of three young children from within your extended family as a connected carer. These children had been in local authority foster care prior to this and have suffered significant previous trauma. Whilst caring for these children, Children Services received information from a member of the public making allegations about the care that you and a friend had been observed providing to the children. Enquiries were made by Children's Services regarding these allegations and a LADO process was also initiated. You have maintained throughout this process that the allegations were malicious and/or taken out of context. For a period of time, the children were removed from your care whilst enquiries were ongoing however the two older children have since returned (last week). This whole process has caused you considerable stress and anxiety which led you to being signed off work by [your] GP.

We have been in regular communication whilst you have been off work and you know I am fully aware of the circumstances and that I understand how difficult this has been and the impact this has had on you. In my view it has been entirely appropriate that you were signed off work for this period of time.

Kat, you confirmed that you wish to return to work and feel ready to do this.

You are signed off by your GP until 11/11/22 but had a consultation with your GP this week as you indicated you may have felt able to return to work the week prior to this. However, your GP does not feel that you should rush back as this may have a negative impact.

...

You have a further GP appointment next Thursday 10/11/22.

Outcome – no further action

It is my view that there are significant extenuating circumstances surrounding this period of sickness absence.

We have discussed and agreed a plan for your return to work by 17/[11].

We agreed that a phased return would be appropriate and supportive for you and that I would discuss this further with HR for advice and then we would meet again to finalise this.

You are aware that you are going to need to juggle your caring responsibilities for your niece and nephew and this is something that we need to consider further as a potential flexible working request."

44. After the meeting and on the same day (3 November 2022), Laura Tanner emailed the HR team the following:

"I met with Kat today for the stage 1 meeting. I was hoping I might be able to have a quick chat with you in the next few days as want to get some advice around phased return as Kat and I agree this will be needed to support her back into her role – we are hoping for a return to work the week after next. Also want a bit of clarity around OH referral – Kat was not sure if this would be something she needs/wants and I have to say I didn't feel entirely comfortable explaining the purpose of it".

45. The Claimant emailed Laura Tanner on the morning of 11 November 2025 (pages 142 and 143 of the Bundle). This stated:

"Good morning Laura

Please see below my 'fit note'. I would like to suggest that I come into work on Wednesday and possibly Friday if cool?

I also wanted to bring to your attention the following: Wednesday 09/11 I was walking my dogs and met up with Caroline (IDVA) who shared that she was aware I was going through some issues – she had been informed by Afra. This made me feel sad, I do not want to get Afra into trouble and I know that she is related to Caroline however, please can you remind her of my confidentiality please?

Can't wait to get back to work & see you all (smiley face)

Kat xx"

46. Laura Tanner reminded Afra Price of her duty of confidentiality as requested by the Claimant and then informed the Claimant that this had occurred. Laura Tanner states in her witness statement as follows (paragraph 9):

"I did as I was asked and called Afra Price to remind her of the need to keep matters concerning the Claimant confidential. Afra denied she had discussed anything about the Claimant's personal business with other staff members and was upset by the suggestion she might have done. I nevertheless reminded her of the importance of confidentiality and told the Claimant I had spoken to Afra. It is important to note that Afra, alongside other members of the MET Team, were only aware of very limited information about the Claimant's circumstances at the time, in line with what the Claimant and I had agreed to. However, there is a personal connection between some of the

Claimant's family members and Afra which may have alerted her to other information beyond the reach or control of my role".

47. During the hearing, whilst the Claimant did not dispute the above position provided by Laura Tanner, under cross examination she explained that the reason she did not take the point any further with the Respondent is that she "didn't have any faith in the grievance procedures" and did not want to "rock the boat".
48. A meeting took place the same day between the Claimant and Laura Tanner on 11 November 2025. Prior to that meeting, Laura Tanner summarised in a WhatsApp message part of the phased return plan (pages 218 and 219 of the Bundle):
- a. *LT to C: Hiya, just checked with guys who are in Weds and Friday next week and people can be around to meet you. I can have Lizzy meet you Weds morning and bring you into our new office space/show you around, and Matt can be around Friday morning. Would that be good for you?*
 - b. *C to LT: Yes [sun emoji, hand heart emoji, smiley face emoji]*
 - c. *LT to C: Love it! Ok perfect. I'll make sure they book it in their calendars and I'm going to email shortly with the plan we've agreed so you've got a copy [smiley emoji].*
 - d. *C to LT: Lovely [smiley hearts emoji]*
 - e. *LT to C: Just emailed you the plan. Excited to have you back [heart emoji from C in response]*
49. This was followed up in writing via an email from Laura Tanner to the Claimant on the same day (page 141 and 142 of the Bundle). A phased return plan is then attached to the email (page 139 of the Bundle), explaining the increasing hours that the Claimant would work over a four-week period.
50. In summary, the letter states, to "recap what we discussed":
- a. There would be a phased return to work and the Claimant was happy with this arrangement;
 - b. Laura Tanner and the Claimant went through the phased return to work plan and it was confirmed that provided the phased return was not longer than four weeks, the Claimant would receive full pay during this period.
 - c. Laura Tanner would be on leave when the Claimant returns to work. The Claimant still wished to return to work and arrangements were set out that explained the colleagues that would be available to sit with the Claimant when she was in work.
 - d. Laura Tanner arranged a tour of the office, as this was now a new office space, with one of the Claimant's colleagues, when she returned to the office. The letter states, "if you're not feeling too sure or even just

want a bit of support walking in with someone then just let them know you're arriving and they can meet you somewhere and come down with you".

- e. A number of e-learning modules were listed for the Claimant to undertake when she returned to the office.
- f. The letter finishes with *"Matt, Afra, Lizzy and possibly Ellie will also be looking around at points to help you re-acclimatise to being back in the office and with the work. They're looking forward to seeing you and I've encouraged them to talk to you if there are things they can involve you in or you can assist them with...That will be plenty to keep you busy with on the two mornings and just do what you can. We can't wait to have you back Kat and I'll catch up with you properly the following week when I'm back".*

51. On 21st November, Laura Tanner returned from annual leave and there was a WhatsApp exchange between her and the Claimant (pages 219 to 221 of the Bundle).

- a. *LT to C: Hiya Kat, just back from leave and wanted to check in that last week went okay for you? Look forward to seeing you tomorrow*
- b. *C to LT: Hey, yes ok apart from not being to log on for 1 day, 2000+ emails to plough through, lovely to sit between jade and Lizzy xx*
- c. *LT to C: [two laughing emojis] standard return then really*

Glad your log on got sorted and you got the chance to catch up with some of the team.

Are we still on for you doing 12:30 – 1700 tomorrow?
- d. *C to LT: Yes [hands raised emoji]*
- e. *LT to C: Amazing – see you then [smiley face emoji]*
- f. *C to LT: Yep [thumbs up emoji]*

52. On 22nd November, Laura Tanner and the Claimant had another WhatsApp exchange (pages 221-224 of the Bundle):

- a. *C to LT: Good morning. I have a sick child on my hands today so I will have to work from home, also had a difficult time getting the other to school without his sister but we cracked it [smiley face emoji] are you okay with me home working?*
- b. *LT to C: Yes I don't mind or we could change day if that would make things easier?*

Could always swap to tomorrow instead?

[Missed voice call]

Did you mean to call?

c. C to LT: Happy with either

No my phone is on the blink x [response from LT crying laughing emoji]

Randomly calls peeps

d. LT to C: *well it's totally up to you then – wfh today if you want/feel you can or swap it to tomorrow and see how things are then.*

e. C to LT: *Okay let's swap till tomorrow xxx [thumbs up emoji in response from LT]*

f. C to LT: *Hi Laura, sorry to message you so late, is it okay to do 9:30am – 2:30pm tomorrow? Only due to me having to find money for after school club because fostering have not paid me yet again this week. If F is still sick Farrah will watch over her whilst I am in the office x*

Thursday still 9:30 – 17:00 Friday 9:30 – 14:30 if ok?

g. LT to C: *Yep sounds good to me [smiley face emoji]*

h. C to LT: *Thank you, have a peaceful eve x [sunshine emoji]*

i. LT to C: *Thanks, you too [purple heart emoji]*

53. On 23rd November Laura Tanner emailed to the Claimant details of the employee assistance programme (page 147 to 148 of the Bundle). This is an online confidential service for Council employees that offers advice and guidance on a range of topics, including mental health support.

54. On 24 November 2022, Laura Tanner sent a WhatsApp message to the Claimant: *"I will be in a meeting when you get here but I've allocated you a nice low level RI to get you going. I won't start allocating lots as I know you still have some training bits to get done but hopefully can get a balance between the two things so you feel you're getting back out there too".* The Claimant responded with a heart emoji.

55. The Claimant attended an Ofsted meeting on 24 November 2022. Laura Tanner was not with or speaking with the Claimant just before or during the Ofsted meeting. As confirmed by Laura Tanner and Tim Nelson in their witness statements and through evidence at the hearing, the attendance at that Ofsted meeting was optional. I do not find that Tim Nelson made, or forced, or coerced the Claimant to attend the Ofsted meeting. There was no pressure from her line management to attend that meeting.

56. At the Ofsted meeting, the Claimant felt distressed – there were people in the meeting from other parts of the business and in her view, a member of staff looked at her in a negative way. In addition, the issue was compounded by the fact the room was much smaller than she anticipated and she was closer to colleagues that she perceived may have had some involvement in the section 47 process.

57. The Claimant spoke with Laura Tanner after the Ofsted meeting had taken place on the same day. The Claimant explained that during the meeting one

of the colleagues she saw there had not looked at her positively when she entered the room and she was concerned that person knew about the section 47 LADO process. Laura Tanner explained to the Claimant that this particular colleague was not aware of the section 47 investigation and there could be other reasons why that person did not greet the Claimant as she expected.

58. At that point, Laura Tanner said to the Claimant words that the Claimant perceived as “are you sure this isn’t in your head” – or words to that effect. I do not find that Laura Tanner said those exact words, but she did say words that caused the Claimant think that this was the implication of what was being said. I do however find that whilst Laura Tanner may have used similar words to this, I do not find factually and objectively that the words were trying to minimise the Claimant’s response – rather – it was to show empathy and try to reassure her that the way she received responses from a specific colleague in the Ofsted meeting was not due to the section 47 investigation.
59. On 24th November 2022 in the evening the Claimant received documentation relating to her subject access request (GDPR request) for her section 47 investigation and the LADO process. It was receiving this information that then led the Claimant not to turn up to work the following day on 25 November 2022 and ultimately hand in her resignation on 28 November 2022.
60. On 25 November 2022, the following WhatsApp exchange took place between Laura Tanner and the Claimant:

a. LT to C: Hi – where are you [11.44am]?

Hiya, I’m just heading home and wanted to check in – I really hope you’re okay and I’m so sorry you’re going through all of this. I hope you have a lovely weekend with the kids and can forget about all this for a little while. We’re here for you [purple heart emoji] [6:24pm]

b. C to LT: I know x thank you xxxx

61. The Claimant resigned by way of an email to Laura Tanner (cc HR and Tim Nelson) on 28 November 2022 (Pages 155-156 of the Bundle). This email states:

“It is with deepest regret after almost 19 years of service but unfortunately, directly due to the awful experience I have had to endure at the hands of SCC (fostering family & friends team...and the Court & Protection Team West...as well as the LADO service – I am resigning as I have been discriminated against, bullied and my character has been subject to defamation throughout this entire ordeal as well as within the LADO report to which I received on Thursday evening (24th November 2022) submitted via my GDPR request and as a result I need to inform you that I have lost all trust and confidence in my employer.

This decision is not something that I have taken lightly but my trust & confidence in SCC as my employer has been consistently eroding since this whole nightmare began (05th August 2022) – My emotional wellbeing, mental & physical health has declined since this started where I have been suffering immensely whilst no-one within the teams I have listed have listened to me.

Laura, as you know – I have been under my GP up until 2 weeks ago signed off sick – directly due to the reasons I have stated above, not withholding that this untenable experience has had a significant & detrimental impact, not just on me but on my wider family as a whole.

Laura, thank you so much for being my manager over the last 6+ years – I will deeply miss working with you and the team in the MET Hub as well as all of the children /YP/parents we have all reached out to within our community over the years”.

62. Separately, the Claimant wrote a note to Laura Tanner (undated) – this was written at approximately the same time as the resignation (page 157 of the Bundle) - which states:

“Hi Laura,

Thank you for all the years of patience and advice you have bestowed upon me. You have absolutely been the best boss and rock that I ever had at SDCC and your motivation and drive is truly magnificent. You are the one who truly moulded me into someone that has valuable skills. It was a privilege to work under your leadership – please please continue to advocate for the children and young people in our community as you have been doing all of these years.

The biggest love and the brightest luck in your new role.

Yours faithfully

Kat G [multiple x symbols]”

63. There was WhatsApp conversation between Laura Tanner and the Claimant on 28 November 2022:

- a. *LT to C: Morning Kat, I am so sorry to read your email this morning [sad face emoji] and I hope you are ok. I can only imagine how you must be feeling to have reached this decision but I do understand. This is just such a sad outcome.*

I did speak with Tim about your situation on Friday and he was also keen to do whatever he can to help – I know this might not change your mind but I wanted you to know.

We will need to have a think about your notice period and how best to manage this (I think your notice period is 1 month) – I can also speak to Tim as in the circumstances there may be flexibility around this.

Let me know if me calling this morning would be helpful to talk through how we manage the situation best for you – I can make some time between 10 and 11 if this works for you?

- b. *C to LT: Hey, I felt like I had no choice – I can't go through this hell no more. I just want some peace now and don't feel ready to talk – re 4 weeks notice, I have another app with GP tomorrow so I'm sure she'll sign me off for this. Speak soon x*

- c. *LT to C: Ok I understand and don't want to put pressure on you. Couple things though A) What shall I tell the team? B) Do you feel able to write up the RI you did on Friday to avoid being re-allocated/re-done?*

Call me if easier to talk through. We don't have to discuss anything you don't want to.

Tim has asked if he can speak with you – he's keen to see if he can help and really empathises with your situation. He said he can call between 2 and 3 today. Let me know if you are ok with me giving him your number?

- d. *C to LT: [In response to A] – I can write up what Mum shared – L wouldn't share anything.*

[In response to B] – Tell them I have resigned due to the way fostering "family and friends" and court protection team have treated me and my family. I appreciate Tim wants to call me however, can this wait a couple of days please? I need to stay focused for these kids – I'm already welling up x

- e. *LT to C: Oh Kat, I'm so sorry [sad face emoji]. Yes of course it can wait if that's what you would prefer. Like me, he will just want to see if there's anything more he can do that will help and support you right now.*

[In response to piece of work] Ah yes, of course, so it is a decline from the YP anyway. If you can write up your visit from Friday that would be really helpful and then I can make sure the key bits are shared with Early help.

Also, once I tell the team the situation, they are likely to want to reach out to you (I'll probably need to tell them something at team meeting tomorrow). Let me know if there's any direction you want me to give them about that or if you're happy for them to contact you (I'm sure it'll just be kind words with no expectation you have to respond if you don't want to).

- f. *C to LT: I love all of you and would be very happy for them to connect with me xxx will miss you all [sad face emoji]*

- g. *LT to C: [Two crying face emojis]*

The Law

64. Section 95 of the Employment Rights Act 1996 provides:

95. *Circumstances in which an employee is dismissed*

(1) For the purposes of this Part an employee is dismissed by his employer if (and, subject to subsection (2) only, if) –

(a) ...

(b) ...

(c) *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.*

65. In Western Excavating (ECC) Limited v Sharp [1978] ICR 221, CA, the Court of Appeal ruled that for an employer's conduct to give rise to a constructive dismissal it must involve a repudiatory breach of contract. It is therefore a contractual matter. Lord Denning stated as follows in this judgment:

"If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed".

66. Therefore in order to claim constructive dismissal, the employee must establish that:

- a. there was a fundamental breach of the contract on the part of the employer;
- b. the employer's breach caused the employee to resign; and
- c. the employee did not delay too long before resigning thus affirming the contract in losing the right to claim constructive dismissal.

67. Importantly, in order to find a claim of constructive dismissal, there must be a causal link between the employer's breach and the employee's resignation. The employee must have resigned because of the employer's breach and not for some other reason. It is a question of fact for the employment tribunal to determine what the real reason for the resignation was.

68. Malik v Bank of Credit and Commerce International SA (in compulsory liquidation) 1997 ICR 606, HL is the principle case that establishes the implied term of mutual trust and confidence. This is a duty that neither party will, without reasonable and proper cause, conduct itself in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between employer and employee.

69. The first part of the test, "without reasonable and proper cause", is in itself an item that the tribunal must consider if there is conduct that is calculated or likely to destroy or seriously damage the relationship of trust and confidence (for example, Sharfudeen v TJ Morris Ltd t/a Home Bargains EAT 0272/16, the EAT confirmed that there may be no breach if — viewed objectively — the employer's conduct was not unreasonable).

70. The second part of the test "*in a manner calculated or likely to destroy or seriously damage*", is viewed objectively i.e. from the perspective of a

reasonable person in the Claimant's shoes - Tullett Prebon plc and ors v BGC Brokers LP and ors 2011 IRLR 420, CA.

71. The employer's conduct has to be calculated or likely to at least seriously damage the relationship of trust and confidence. This is not simply unreasonable behaviour and this is a high hurdle: Frenkel Topping Ltd v King EAT 0106/15 the EAT.
72. The focus of a tribunal should be solely on the conduct of the employer when reviewing a constructive unfair dismissal case — Tolson v Governing Body of Mixenden Community School 2003 IRLR 842, EAT and Nelson v Renfrewshire Council 2024 EAT 132.
73. The test for unfair constructive dismissal is purely contractual i.e. whether, as a result of the employer's conduct, the contract of employment had been repudiated (Bournemouth University Higher Education Corporation v Buckland 2010 ICR 908, CA).
74. Mutual trust and confidence can also be undermined if the employer fails to support the employee in the face of threats or hostility from fellow employees or members of the public. In Smyth v Croft Inns Ltd 1996 IRLR 84, NICA, In this situation, it is important to note that every case involving mutual trust and confidence turns on its own particular facts.

Conclusions

1. I have taken the the specific list of factual issues leading to the constructive dismissal and relevant to the claim and I deal with my conclusions in relation to each of them below:
 - a. *21st October 2022- [the Claimant] alleges that she was not advised how to put in a grievance and/or she was not referred for an Occupational Health assessment;*
2. The Claimant's dispute relating to the foster care system was dealt with via a separate process, known as a "section 47 investigation". The Claimant utilised that process at both Stage 1 and Stage 2 (Stage 2 being akin to an appeals process). I find here that it would not have been appropriate for the Respondent to advise the Claimant to submit a grievance in relation to this issue and Laura Tanner was acting in accordance with the grievance policy in her written and verbal communications with the Claimant. The grievance policy specifically states page 282 of the Bundle it "*applies to issues raised by employees concerning their employment which relates to themselves as individuals or their dealings or relationships with other employees of the Council. It may not be used for raising complaints, issues or appeals for which provision is made in other procedures*".
3. The relevant correspondence I was led to is set out via email, dated 22 August 2022 (pages 109 and 110 of the Bundle). Here, the Claimant alerts her manager Laura Tanner about the issues being faced through the fostering process and confirms that she "*will be fighting this through the correct channels - complaints/grievance/GDPR and am currently seeking legal advice and support*".

4. Laura Tanner did at the same time send the details to the Claimant of someone she could contact at the Council in relation to the fostering process.
5. I therefore find that Laura Tanner did not need to advise the Claimant on how to put in a grievance, based on the fact that the concerns only specifically related to the foster care process and the section 47 investigation.
6. In relation to the occupational health assessment, the correspondence sent on 21 October 2022 was an invitation to a Stage 1 Formal Assessment (see page 135 – 136 of the Bundle). Separately, Laura Tanner emailed the Claimant on the same day informally, informing the Claimant that the letter would arrive. Laura Tanner did not refer the Claimant for an Occupational Health Assessment in either correspondence, however the letter did contain within it a link to the Council's employee wellbeing programme. Laura Tanner raised the possibility of an occupational health assessment verbally at the formal attendance meeting with the Claimant on 3 November 2022, which was to discuss the Claimant's sick leave absence and a potential phased return to work. Laura Tanner did then raise the possibility of an occupational health assessment with HR on 7 November 2022 (pages 279 – 280 of the Bundle).
7. Between 7th November and 25th November (the date of the resignation), I find no conversation took place between the Claimant and Laura Tanner or anyone else on behalf of the Respondent in relation to occupational health matters. On 23rd November Laura Tanner did provide an email setting out the employee assistance programme (see pages 147 - 148 of the Bundle). She had also previously received from the Claimant an email on 31st October stating *"I feel much better now and I don't think a fazed [phased] return will be needed"*. The question to be answered is then whether, taking all of the above facts, the behaviour of the Respondent was calculated, or was likely to, destroy or seriously damage, the trust and confidence between the Respondent and the Claimant.
8. I find that it is factually correct that the Claimant was not advised how to put in a grievance and she was not referred for an occupational health assessment.
9. However, I cannot find, considering this objectively, that this specific behaviour was undertaken in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the Claimant and respondent. Occupational Health was discussed with the Claimant. Laura Tanner followed up the points with HR on 7 November 2022 and asked HR how best to approach the matter of occupational health with the Claimant. Laura Tanner was then on holiday from the end of that week until 14th November. Laura Tanner then, on 23 November 2022, sent an email to the Claimant with information regarding wellbeing. The Claimant resigned the following Monday. In effect, the Respondent (via Laura Tanner) was in the process of pursuing the possibility of an occupational health referral. She had only started discussing it two weeks previously and had already spoken to the Claimant about it and sent relevant information. As such, given the time involved, it would not objectively be "likely to destroy or seriously damage the trust and confidence between the Claimant and Respondent".

- a. *11th November 2022 – The Claimant alleges that a colleague Afra Price failed to keep the events relating to her role as a foster carer confidential, and breached confidentiality within the MET work group.*

10. Laura Tanner reminded Afra Price of her duty of confidentiality as requested. This was confirmed in her witness statement (para 9, page 5 of the WS Bundle) and this fact is not disputed between the parties. The issue was not raised again by the Claimant and did not form part of her resignation or any subsequent correspondence. Several meetings and phone calls took place and Laura Tanner confirmed that any information shared with the team would have been agreed with the Claimant first. This was not disputed by the Claimant.

11. In light of the above I cannot find that the behaviour of the Respondent was calculated, or was likely to, destroy or seriously damage, the trust and confidence between the Respondent and the Claimant. I therefore cannot find there has been a fundamental breach.

- a. *11th November 2022 – The Claimant received a return to work plan from her line manager Laura Tanner – There was no referral to Occupational Health and no support put in place for her on her return.*

75. The factual nexus regarding the occupational health arrangements have already been considered above. Regarding the support put in place for the Claimant's return to work, I find that support was put in place on the Claimant's return to work. I find this because of the following:

- (a) Laura Tanner was available and in regular contact with the Claimant prior to the return to work (see WhatsApp messages pages 205 – 226 of the Bundle)
- (b) A phased return was agreed with the Claimant over a four-week period (page 141 of the Bundle);
- (c) Laura Tanner arranged for the Claimant to undertake only two discrete pieces of work, otherwise she had set up various training programmes to make the transition for the Claimant (page 142 of the Bundle);
- (d) Laura Tanner planned for specific staff members to be in the office the week the Claimant returned to work and to show the Claimant around the new office space (See Bundle page 141);
- (e) The Claimant was able to work flexible and around other commitments during the phased return (see pages 221 and 222 of the Bundle, where the Claimant asks to swap days due to childcare commitments);
- (f) When Laura Tanner returned from holiday on 11th November, she asked the Claimant *"just back from leave and wanted to check the last week went okay for you? Look forward to seeing you tomorrow". The Claimant replied "Hey yes okay apart from not being able to log on for 1 day, 2000+ emails to plough through, lovely to sit between jade and Lizzy xxx"* (pages 220 and 221 of the Bundle).

12. On this potential breach, the Respondent had knowledge of the Claimant's difficulties with the foster care system. At no point did the Claimant ask for any specific support relating to this interaction to be put in place on return to work. The Claimant confirmed she was excited to return and that her first week had gone well (see paras 45 and 51 above). The Claimant confirmed she had received the support plan and this was fine. As a result, to accommodate this it would have required the Respondent to actively intervene and set up a series of interventions and/or measures between members of staff across a wider organisation. This would be active intervention, which factually I find must go beyond the standard of providing support to an employee. The Claimant then resigned before the Respondent had an opportunity to address any concerns the Claimant may have had.

13. I therefore do not consider that this allegation has been factually upheld and as such there is no specific breach.

a. 25th November 2022 –

i. *The Claimant was required to attend an Ofsted meeting at which colleagues would be present who had been involved in the investigation of her as a foster carer and/or against whom she had made complaints about the investigation (this is in effect an example of the allegation made above that no support systems were put in place on her return to work, particularly in relation to interaction between her and those involved in the investigation of her as a foster carer;*

14. I find that the Claimant was not made (or forced) to attend an Ofsted meeting. Both Laura Tanner and Tim Norton were clear and credible in giving evidence on this point. That being, that neither individual forced the Claimant to go to the Ofsted meeting and if the Claimant had explained she would be uncomfortable attending that meeting, they would have fully supported that decision.

15. The support system put in place does not specifically reference any individuals relating to the foster care process. Nothing is referenced in the Bundle and nothing further could be elicited from the hearing. The question is then whether the support system put in place should have specifically included reference to the Claimant's interaction between her and those involved in the investigation of her as a foster carer.

16. At no point did the Claimant specifically or actively ask for such measures to be put in place as part of a support system.

17. When one takes the level of support put in place, the correspondence and WhatsApp messages between Laura Tanner and the Claimant – I cannot see that there is a fundamental breach. Laura Tanner met with the Claimant to discuss a phased return to work plan. She followed up in writing, she also checked this on WhatsApp. At any point during this detailed correspondence, the Claimant could have raised additional measures that she wanted to have put in place. I therefore do not consider that this allegation has been factually upheld and as such there is no specific breach.

- i. On the Claimant complaining to her line manager and raising her emotional distress, Laura Tanner asked “are you sure this is not in your head”.*

18. I find that the Claimant heard Laura Tanner say a phrase that she interpreted as being “are you sure this isn’t all in your head”. I do not find that Laura Tanner used those exact words but she used words that distressed the Claimant and made them potentially feel unsupported. The Claimant has been adamant on this point throughout and it was not directly disputed by the Respondent. Laura Tanner acknowledged through cross-examination that she did not think she said this, however she could not say for certain.
19. However, reviewing the evidence objectively, I also find that Laura Tanner was (a) concerned for the Claimant’s wellbeing; (b) was clear the intention of making this statement would be to try to empathise with the Claimant; (c) felt both parties had an open relationship with one another; (d) wanted to support the Claimant in anyway they could. These points were made by Laura Tanner in her evidence.
20. Regarding the statement itself that Laura Tanner made to the Claimant, at this point in time, the Claimant was clearly distressed after the Ofsted meeting. Objectively however, a reasonable employee in the Claimant’s position would not have considered this to have been a fundamental breach. From the Claimant’s perspective, Laura Tanner has been a supportive manager. Whilst the Claimant was distressed, I do not consider – objectively or subjectively – that the actions of Laura Tanner at that moment could have caused a fundamental breach entitling the Claimant to repudiate the contract.
21. There are numerous emails and WhatsApp messages between the Claimant’s line manager, Laura Tanner, and the Claimant, throughout this process that show this to be the case. During this time, a reasonable Claimant – and indeed the Claimant - considered that Laura Tanner was a supportive manager. This was acknowledged by the Claimant when she wrote separately to Laura Tanner at the time of her resignation, stating “you have been absolutely the best boss and rock that I ever had at [Southampton City Council]” (see page 157 of the Bundle).
22. The Claimant is clear in her own resignation letter she did not resign for any of the reasons relating to her employer’s conduct. There is not a link in that letter between the actions of her employer and her resignation. The resignation letter itself relates entirely to the foster care process.
23. The factual position is that the Claimant’s ultimate resignation was based on the receipt of a report from the foster care team received on the evening of 24th November 2022 (see letter of resignation, para 156 to 157 of the Bundle).
24. Looking at these concerns, whether taken in isolation or cumulatively, they are not the reasons that the Claimant ultimately resigned. I also cannot find the actions constitute fundamental breaches. The Claimant, reviewing this objectively and in the shoes of a reasonable employee, had a supportive employer throughout the process of the Claimant’s fostering journey, sick leave, phase return to work and ultimately the final decision to resign.

25. The Respondent did not destroy or seriously damage (or calculated to or was likely to destroy or seriously damage) the trust and confidence between the claimant and respondent. Neither is there the necessary causal link between the decision to resign and the actions of the Respondent.
26. The claim therefore for constructive dismissal is not well founded and is dismissed.

**Approved by
Employment Judge Winfield
Date 5 August 2025**

**Original Judgment sent to the Parties on
06 August 2025**

**Amended Judgment sent to the Parties on
8th September 2025**

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