



EMPLOYMENT TRIBUNALS

Claimant: Paul Bryant
Respondent: Group 1 Retail Ltd
Heard at: East London Employment Tribunal (by CVP)
On: 25, 26, and 27 March 2025
Before: Employment Judge Freshwater

Representation

Claimant: Mr Maccabe (counsel)

Respondent: Mr Dear (solicitor)

RESERVED JUDGMENT

1. The claimant's claim of constructive dismissal is not well-founded and is dismissed.
2. The claimant's claim of wrongful dismissal is not well-founded and is dismissed.

REASONS

Background

1. The claimant is Mr Paul Bryant and the respondent is Group 1 Retail Limited. The parties will be referred to as the claimant and the respondent in this judgment. Witnesses will be referred to by name.
2. The claimant was employed as a retail manager by the respondent from 10 January 2005 until 22 December 2023.
3. The case is about whether the claimant was constructively dismissed from his employment, and whether he was wrongfully dismissed.
4. Early conciliation began on 17 December 2023 and ended on 28 January 2024. The tribunal received an ET1 claim form from the claimant on 23 April 2024.

Procedure and hearing

5. The case was heard remotely over the course of three days.
6. A list of issues had not been agreed between the parties and the tribunal before the hearing. The parties prepared a draft list of issues on the first day, that was provided to me on the second day of the hearing. The bundle had not been provided to me before the hearing, and so that was obtained in order for me to undertake the necessary reading.
7. I allowed the claimant to amend his claim to include a complaint of wrongful dismissal.
8. I was referred to a bundle of documents of 601 pages, as well as witness statements from the claimant, Mrs Karen Plane, Mr Mark Ames and Mr Scot Grant. I heard oral evidence from the claimant and each of the respondent's witness.
9. There was insufficient time at the end of the hearing to hear submissions. I agreed with both legal representatives that written submissions would be appropriate in this case and directed both parties to send me their submissions by 16 April 2025. Unfortunately, the documents were not forwarded to me until 4 July 2025 although I had requested them on several occasions during that time period. Regrettably, there is a delay in the promulgation of this reserved judgment for which I apologize to the parties. The passage of time has meant that I have worked through the documentary evidence, witness statements, notes of oral evidence and the closing submissions in much more detail than would be necessary had it been possible to promulgate the reserved judgment as originally anticipated. I am satisfied that it has still been possible for me to fully and fairly deal with the issues in the case.

Claim and issues

10. The claimant says that he was constructively dismissed from his employment because he resigned in response to a repudiatory breach of the implied term of trust and confidence by the respondent. Further, he says that the breach consisted of persistent bullying by his line manager and the failure of the respondent to adequately investigate that bullying.
11. The claimant says that he was entitled to 12 weeks' notice because he had been employed for 18 years by the respondent.
12. The respondent says that the claimant resigned from his employment and that there was no breach of the implied term of trust and confidence.
13. It was accepted by the respondent that that claimant had accrued 18 years of service and, at the date of his resignation, was entitled to 12 weeks' notice had he been dismissed. The respondent submitted that, if the claimant had been dismissed, then he had waived his right to 12 weeks' notice.
14. The issues for the tribunal to decide are summarized as follows:

- 12.1 Did the Claimant resign or was he constructively unfairly dismissed and wrongfully dismissed?
- 12.2 If the Claimant was constructively dismissed:
- 12.3 What was the most recent act on the part of the Respondent which the Claimant says caused, or triggered, his resignation?
- 12.4 Has the Claimant affirmed the contract since that act?
- 12.5 If not, was that act by itself a repudiatory breach of contract?
- 12.6 If not, was it nevertheless a part of a course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a (repudiatory) breach of the implied term of trust and confidence?
- 12.7 Did the Claimant resign in response (or partly in response) to that breach?
- 12.8 What is the notice period to which the claimant is entitled?

The law

- 15. Section 94(1) of the Employment Rights Act 1996 states as follows:

“An employee has the right not to be unfairly dismissed by his employer.”
- 16. Section 95(1) of the Employment Rights Act 1996 states:

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

 - (a) the contract under which he is employed is terminated by the employer (whether with or without notice),
 - (b) he is employed under a limited-term contract and that contract terminates by virtue of the limiting event without being renewed under the same contract, or]
 - (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.”
- 17. In the case of Western Excavating (ECC) Ltd 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. As Lord Denning MR put it: “If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, 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".

18. In the case of Malik v BCCI; Mahmud v BCCI 1997 1 IRLR 462, guidance is provided for deciding if there has been a breach of the implied term of trust and confidence. Lord Steyn said that an employer shall not: "...without reasonable and proper cause, conduct itself in a manner calculated [or] likely to destroy or seriously damage the relationship of confidence and trust between employer and employee."
19. In assessing whether there has been a breach of the implied term of trust and confidence, the test is not whether an employee has subjectively lost confidence in the employer, but whether, objectively, the employer's conduct was calculated or likely to destroy or seriously damage trust and confidence without reasonable and proper cause: Leeds Dental Team Ltd v Rose [2014] ICR 94, EAT [20-21, 23-26].
20. Section 86 of the Employment Rights Act 1996 states that:

“(1) The notice required to be given by an employer to terminate the contract of employment of a person who has been continuously employed for one month or more- ...

(c) is not less than twelve weeks' notice if his period of continuous employment is twelve years or more...

(3) Any provision for shorter notice in any contract of employment with a person who has been continuously employed for one month or more has effect subject to subsections (1) and (2); but this section does not prevent either party from waiving his right to notice on any occasion or from accepting a payment in lieu of notice.”

Findings

21. The claimant's line manager was Karen Plane. Mrs Plane was employed as the Mini Brand Manager at the Colchester branch from April 2022. The claimant had been employed as a Retail Manager for Mini since August 2021.
22. On 7 June 2022, the claimant was told by one of his colleagues (Mr Cox) that he felt he was being bullied by Mrs Plane. The claimant offered support to Mr Cox and informed David Cooper (a sales manager) about Mr Cox's concerns about Mrs Plane. The claimant also spoke to Scot Grant (the Head of Business for Mini and BMW) about the concerns raised. Mr Grant is Mrs Plane's line manager.
23. The claimant decided to keep a journal about incidents at work that concerned him. The first entry that I have seen is dated 17 August 2022 and the last entry is dated 20 November 2023. He kept the journal private until he made a grievance. I do not find it surprising, or significant, that the claimant chose to keep a private journal. It was put on behalf of the

respondent that there was something untoward about the journal, and Mrs Plane said it was “creepy” during her oral evidence. However, I accept that the claimant genuinely felt that concerning events were happening in the workplace and that he wanted to record his thoughts and make contemporaneous notes. The information in the journals appears only to have been used in a grievance that he submitted by email on 2 October 2023 and in support of his case in these proceedings.

24. On 17 August 2022, the claimant was asked by Mr Cox to join a meeting between himself and Karen Plane which concerned a dispute about his lunch breaks and working hours. Mrs Plane informed the claimant that Mr Cox would not be passing his probation at the beginning of September 2022 because of his sales performance. The claimant said to Mrs Plane that he thought Mr Cox’s performance was one of the best in the group and that he brought several other qualities to the team. Mrs Plane said to the claimant “You need to back me up and tow the company line! If you don’t, it will be very difficult for us to work together”. Mrs Plane and the claimant agreed that a conversation took place, although Mrs Plane could not recall the exact words that she had used. The claimant made a note of the incident in his diary, and I am satisfied on the balance of probabilities that Mrs Plane did say the words set out by the claimant. However, I am also satisfied that the motivation behind what said was not to mistreat or bully the claimant. Instead, she was concerned that the claimant was overly involving himself in the situation without a full understanding of the background. This was a reasonable position for her to take. It would be difficult for her to work with the claimant if he undermined her management of Mr Cox. She explained her reasoning to Mr Grant when she was interviewed on 5 October 2023 and that explanation was consistent in her evidence to this tribunal which adds to her credibility.
25. On 2 September 2022, Mrs Plane warned the claimant against attending Mr Cox’s performance review meeting with Mr Grant. Mr Grant said it would not be “wise” for the Claimant to attend. Mrs Plane and Mr Grant accepted that they had tried to dissuade the Claimant from becoming too involved. Again, Mrs Plane could not remember the precise words that she used. This is understandable given the passage of time. I am satisfied on the balance of probabilities that the claimant’s account of what was said is accurate based on his contemporaneous note. I find that Mrs Plane and Mr Grant were trying to provide sensible advice to the claimant. The claimant was not fully aware of why his colleague was being performance managed other than what he had been told by that colleague. There was nothing threatening about what either Mrs Plane or Mr Grant said to the claimant, even if the claimant perceived there to be.
26. On 6 September 2022, Mr Cox was escorted off the premises by David Cooper. Mrs Plane called the claimant into her office to discuss how he might respond if he was called as a witness to a claim in the Employment Tribunal against Mrs Plane for bullying. This was because Mr Cox had told Mrs Plane that the claimant would support him. Mrs Plane said that the claimant’s support for Mr Cox would be detrimental to his standing within the business and that it would be impossible for both the claimant and Mrs Plane to work for the respondent if he supported Mr Cox as a witness. I am

satisfied that this is an accurate record of the conversation. Mrs Plant's evidence was that she did not recall the conversation, but she she accepted that she did ask to speak to the claimant. By contrast, the claimant was very clear that this is what was said and there is a note in his journal. Indeed, after the meeting he went to speak to Mr Grant and he said, "I know you employed her, but that woman is a piece of work, she is horrid". It is unlikely that the claimant would have done this if there had not been a disagreement with Mrs Plant about her handling of Mr Cox. Mr Grant went on to explain that Mr Cox was being managed out of the business. The claimant understood this but maintained Mrs Plane's approach nevertheless amounted to bullying. I am satisfied on the balance of probabilities that this was an accurate account of the conversation between Mr Grant and the claimant. It is clear that, by this point, the claimant had formed the view that Mrs Plant was treating Mr Cox badly. However, I do not find that Mrs Plane was threatening the claimant. As already stated, the claimant was not fully aware of all the circumstances surrounding Mr Cox's termination of employment. The claimant may have interpreted Mrs Plane as threatening but, objectively, I find she was concerned that the claimant was getting drawn into the issues surrounding Mr Cox.

27. Between 24 March 2023 and 30 March 2023, the claimant was unwell with Covid-19 and during the first three days of this period he was off-sick. He then worked three days from home. On 30 March 2023, 8.30 am, the claimant received a message on WhatsApp from Mrs Plane asking if he had returned to work. The claimant responded to say it was his day off. Mrs Plane replied to say she was "disappointed". The claimant telephoned Mrs Plane to discuss and ask why she was "disappointed". Mrs Plane said that because the claimant had been off and working from home, he should have been at work on 30 March 2023. In Mrs Plane's view, because the Claimant was a manager and because it was the end of the month, his absence meant he was not "committed to the cause". The claimant asked Mrs Plane to confirm if she really thought he was not committed to his work. She replied "yes, you're not committed" and then ended the call by saying she did not have the time or energy to argue with the claimant. Mrs Plane explained in her written and oral evidence that she was disappointed and frustrated because it was a particularly busy time of year at work and she was "shattered and would have appreciated his support". She was not certain she did not say he was not committed. As the claimant's manager, Mrs Plant was entitled to express a view on when it was appropriate to take a day off and how the work of the business could best be managed. There was nothing in the conversation that amounted to bullying.
28. On 6 June 2023, the claimant returned to work after being on annual leave for eight days and attended a performance review meeting with Mrs Plant. Prior to this review meeting, Mrs Plant and the claimant had discussed the fact that his team had failed a "Mystery Shop" and an internal FCA audit. During the performance review meeting, Mrs Plant asked the Claimant whether he had reflected upon these failures and what he intended to do differently. The Claimant said that he had neither digested the information, nor developed a plan because he had been on annual leave. Mrs Plant accepts that she asked the claimant if he ever thought about work outside the office. The claimant said that she told him it was a "real problem" for

her that he did not think about work outside of office hours. Mrs Plant accepted that she was surprised and frustrated in the claimant. She explained that this was because it was, to her, normal to think about things when there is time to do so and after processing what had occurred. The claimant said that Mrs Plant then questioned him aggressively about his action plan for resolving the issues. Then he said that he asked for some time to consider his responses, but he was denied this opportunity and instead he was told to provide immediate answers. Mrs Plant said that she did offer him time to consider an action plan. Looking at this incident objectively, I find that the claimant felt significantly undermined and ashamed but that this was not because Mrs Plant was aggressive or intended to undermine the claimant. It was the first opportunity they had to discuss two important business matters and it was natural for Mrs Plant to hold the claimant accountable during a scheduled performance review meeting.

29. On 6 July 2023, the claimant said that Mrs Plane conducted a performance review meeting in the same aggressive tone and manner as the previous performance review meeting. His evidence was that she spoke over him on multiple occasions and refused to provide any practical feedback. The claimant said that he felt as though Mrs Plane would only criticise him and that he felt that she did not want him to work for the respondent anymore. Further, he said that Mrs Plane avoided confirming this but said that he was starting to sound like Mr Cox. Mrs Plane accepts that she said he was sounding like Mr Cox. Her evidence was that the claimant was being aggressive to her, but she did allow him the chance to speak. I do not find that Mrs Plane conducted this meeting in an aggressive manner. She accepts that she was frustrated and I have no doubt that she was. However, I find that the claimant and Mrs Plane were equally frustrated with each other. The meeting became heated, but that was not just the fault of Mrs Plane. I find that Mrs Plane has been open about the fact that she was frustrated and has not tried to pretend that she kept her cool at all times. It may have been better for her to have kept her cool, as the claimant's manager, but in the heat of the moment that is not always possible and I do not find that her behavior during this meeting could be described as aggressive.
30. On 11 July 2023, the Claimant received eight emails from Mrs Plane sent between 06:02 and 08:35. This was accepted by the respondent. Most were general administration enquiries which did not require urgent attention. The claimant says that it took him most of the morning to respond. I accept that the claimant felt overwhelmed and placed under undue pressure having to respond to these emails while trying to manage the day-to-day running of the department. However, the claimant accepted that he was not asked to complete any inappropriate tasks. I do not find that this amounted to overbearing supervision. The claimant may have felt under pressure, but he was not, in reality, put under any pressure to deal with the emails quickly. He was left to prioritize his work as he saw fit and there was nothing unreasonable about this incident.
31. On 13 July 2023, Mrs Plane called the claimant at 21:42 whilst he was putting his son to bed. Mrs Plant does not recall making this call, and it

seems more likely than not that it was a “pocket call”. In other words, an accidental call. The claimant did not answer or call Mrs Plane back given the timing of the call, which is perfectly reasonable. There were no further calls or voicemail requiring the claimant to take any action. The claimant considered the lateness of this call to have been an act of harassment by Mrs Plane. However, I do not find this to be the case. There is no evidence to support the assertion made by the claimant. All that exists is the fact of an unanswered call.

32. The parties agree that a sales team meeting took place on the morning of 15 July 2023. At that point in time, the team had completed 11 sales. The claimant said that after a difficult first four days the team had finished strongly with a total of eleven sales, which amounted to just over one car per day. Mrs Plane indicated that she disagreed that 11 sales was a good total at that stage of the month. It was clear from the claimant’s oral evidence that he did not have a good understanding of what the expected sales target was. Initially, he said that, depending on the month, 11 sales per month was fine. He later corrected his evidence, stating that he had made a mistake and that the target was 20 sales a week. The evidence of Mr Grant was that the sales target was 12 to 14 per week. In all the circumstances, it was not unreasonable for Mrs Plane to state directly that she did not agree that 11 sales was sufficient. The claimant may have felt embarrassed that she stated so in a meeting, but it is reasonable to discuss within a business meeting whether sales targets are being met. Mrs Plane was perfectly entitled to discuss her concerns openly and I do not find she did so in a particularly critical way. The claimant accepted in his oral evidence that he viewed calm and open disagreement with him as criticism.
33. On 10 August 2023, the claimant was issued with a written warning from the respondent. This was the first and only warning he ever received from the respondent. The warning was not issued because Mrs Plane was trying to remove the claimant from his employment. The claimant had failed to ensure a vehicle that was being part-exchanged for a new vehicle was collected before the delivery of the new vehicle. This was reported by Mrs Plane and an investigation took place followed by a disciplinary meeting. There can be no criticism of Mrs Plane here for reporting what had happened. The claimant had made a genuine mistake in respect of the part-exchange but the fact remains that there was the potential to cause financial loss to the respondent. This was a serious breach of company policy. Mrs Plane played no part in deciding that a warning should be issued and the correct disciplinary procedure was followed.
34. On 14 September 2023, Mrs Plane was away on a business trip and sent an email at 07:29 asking why an enquiry from the previous day, which was sent to a group email address by reception, had not been actioned. After checking his emails, the claimant established he had not received the email. This was because the claimant’s email address was not part of the group in question. Mrs Plane was not aware of this fact. On further investigation it transpired that one of the sale executives had received the email but had not seen it. The claimant instructed a colleague to deal with the enquiry during the morning. He then updated Mrs Plane, explaining to her that he had not received the email. The following morning Mrs Plane sent the

Claimant an email at 05:31, saying: "And I suppose you didn't receive the email I sent at 07.30 Thursday morning either!" The claimant felt Mrs Plane was questioning his integrity and accusing him of having been dishonest about not having received her email. Mrs Plane accepts she did challenge the claimant but not that she was questioning his integrity. It was her evidence that she was trying to ensure future enquiries were dealt with and, in her oral evidence, said her email was "tongue in cheek" and a "throw away comment". However, it was, by then, clear that the claimant had not received any of the emails sent to the group email address as he was not a part of that group and he had informed Mrs Plane of this fact. Mrs Plane could certainly have dealt with the claimant in a much more sympathetic way on this occasion and, in particular, might have felt it appropriate to have apologized to him when she realized that he was not a part of the group she had emailed. However, this was not serious enough to amount to a breach of the implied term of trust and confidence.

35. On 25 September 2023, Mrs Plane invited the claimant to a meeting to discuss concerns that she had. The meeting took place on 26 September 2023. Dan Gregory attended for the purpose of taking notes. This was at the direction of Mr Grant, who wanted there to be a record of who had said what in the event of a dispute about what had happened, and also to help mediate between Mrs Plane and the claimant. The concerns raised by Mrs Plane included saying that the Claimant undermined her, set a bad example by being negative, alienated a sales executive, screamed at a sales executive and flouted company policy. The claimant's evidence was that he sought to engage in a constructive conversation but found himself unable to do so. Mrs Plane then said that she and the claimant did not get along and that she did not know how to fix this problem. Mrs Plane also commented that the claimant's job role was unsuitable for him. The claimant suggested he was "fighting a losing battle" to which Mrs Plane replied, "because you can't sell F&P, and you can't train the guys to sell it". It is agreed between the parties that Mr Gregory suggested the meeting should be paused and rearranged as the situation was getting fraught. The claimant agreed and said it was difficult for him to complete his job. Mrs Plane accepts that she made a comment along the lines of "because you can't sell F&P". Mr Gregory then remarked to Mrs Plane saying "come on Karen, let's leave it there". The Claimant's evidence was that, as a result, he felt intimidated and as if he was being pushed out of the business. Mrs Plane accepted in her written and oral evidence that she allowed her emotions to get the better of her during this meeting. However, she said that she was not intimidating and that the claimant was also very angry during the meeting. After the meeting, Mr Gregory contacted Mr Grant and told him that the meeting had been unsuccessful. Mr Gregory reported that there was a clash of personalities between the claimant and Mrs Plane and I find that this is, ultimately, what caused the meeting to break down. It was not the case that the meeting was one-sided: both Mrs Plane and the claimant were angry with each other.
36. On 29 September 2024, Mr Grant invited the claimant and Mrs Plane to a meeting. It was during this meeting that the claimant said he had been keeping his diary of events and that Mrs Plane first became aware of the existence of the journal which she considered to be underhand.

37. On 2 October 2023, the claimant indicated to Mr Grant that he wished to make a formal grievance about Mrs Plane. The details of that grievance were set out on 4 October 2023. The grievance consisted of 11 incidents.
38. On 3 October 2023, Mr Grant interviewed members of the sales team as part of the grievance investigation.
39. On 4 October 2023, Mr Grant held a grievance meeting with the claimant. The letter inviting the claimant to the meeting was sent only on the day of the meeting. Mr Grant said in his evidence that normally he would send the letter the day before, but that he had been in touch with the claimant about the arrangements and checked with the claimant that he was happy to proceed at the start of the meeting. The claimant raised no objection at that point and accepted he did not object during his oral evidence. There was a notetaker at the meeting. During the meeting, the claimant mentioned his journal entries. Mr Grant did not ask to see them and the claimant did not offer to provide them but I do not find that this made the investigation unfair. Regardless of whether the actual journal pages were produced, the claimant was able to fully articulate what he said had happened. On 5 October 2023, Mrs Plane was interviewed by Mr Grant in respect of the claimant's grievance.
40. On 9 October 2023, the claimant was informed that Mr Grant did not uphold any part of the grievance. Mr Grant made his findings after a reasonable investigation into the allegations raised by the claimant. He demonstrated in the outcome letter that he had put his mind to each allegation and reached a conclusion based on his findings. I find that Mr Grant took a balanced approach to his investigation.
41. On 16 October 2023, the claimant appealed the grievance outcome. Martin Ames heard the appeal. Mr Ames upheld the appeal in respect of 2 incidents. These related to the discussion between the claimant and Mrs Plane on 17 August 2023 and 2 September 2023. Both of those incidents were also relied upon in these proceedings. Mr Ames partially upheld the appeal in respect of the incident on 6 July 2023. This was on the basis that he found it reasonable to conclude the conversations had occurred as reported by the claimant. He noted that there was a difference between what was intended to be delivered by Mrs Plane and what was received by the claimant. Mr Ames took a balanced and fair approach to the appeal. He held a further meeting with the claimant to discuss the outcome. It is clear from the outcome letter that Mr Ames thought that mediation would help improve the relationship between the claimant and Mrs Plane, but that the claimant did not wish to enter into any formal mediation.
42. On 20 November 2023, Mrs Plane called the claimant into her office to discuss his October performance. The claimant placed his mobile phone on the table and Mrs Plane asked him if he was recording the conversation. The claimant confirmed that he was not doing so before asking Mrs Plane why she had asked such a question. Mrs Plane then said the claimant was not someone who could be trusted: she agreed that she was suspicious because she had found out that the claimant was keeping his diary by this

point. She said in her oral evidence she found the claimant intimidating. I accept Mrs Plane's evidence that she meant she didn't trust the claimant not to record the conversation in light of the diary she had not known about. The Claimant became frustrated with Mrs Plane for having said he was untrustworthy. This is because he thought that Mrs Plane meant he was generally untrustworthy. There was a disconnect between what Mrs Plane meant and what the claimant perceived her to mean. The Claimant then got up to leave the meeting and alleges that Mrs Plane said "you're such a dick". I do not find that Mrs Plane did say those words. The journal entry that the claimant relies on states as follows: "As I left the office, she muttered "Your such a _ _ _ _ ?" (dick)". This is indicative of the fact the claimant was unsure of what he had heard at the time, otherwise he would not have written the word dick in brackets after concluding the quoted words. The claimant accepted during his cross-examination that he understood that this could be the interpretation of his diary entry, although he explained the dots indicated a pause.

43. On 22 November 2023, the claimant sent an email to Mr Grant giving one month's notice to terminate his employment. He said that this was due to bullying by Mrs Plane and that he considered himself constructively dismissed.
44. On 27 November 2023, a meeting took place between Mr Grant and the claimant to discuss the claimant's resignation. The claimant was on paid leave between 22 and 27 November.
45. On 4 December 2023, Mr Grant sent the claimant a letter summarizing points that had been discussed during the meeting on 27 November. Mr Grant set out options for the claimant's notice period. These included working the remainder of the notice period until the last working day of 22 December 2023, remaining on paid leave until that date, or payment in lieu of notice.
46. On 7 December 2023, the claimant sent an email to Mr Grant stating that he wished to remain on unpaid leave until 22 December 2023. However, in his oral evidence (which was accepted by the claimant) Mr Grant explained that he queried this and enabled the claimant to correct his request so that the claimant was paid leave until 22 December 2023.

Conclusions

47. The respondent did not breach the implied term of trust and confidence. Looking at the facts in the case objectively, I do not find that the respondent conducted itself in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between the employer and employee. This is in respect of all the acts in question: whether taken alone or together. The claimant was not constructively dismissed.
48. Mrs Plant clearly had a robust and direct style of management, but she did not bully or threaten the claimant. In my view, the claimant did not like Mrs Plant's approach and began to interpret everything she said or did as an act of bullying. This may well have been his honestly held belief. However, my

function is to look at the case objectively. On the evidence before me, the claimant has interpreted what has happened as bullying and mistreatment and that he was being forced out of his job. The claimant seems to have formed the view that Mr Cox had been forced out of his job (and I make no finding that this did happen as I am not required to make findings about what happened to Mr Cox) and then to have proceeded on the basis that the same thing would happen, and was happening, to him. He viewed every interaction with Mrs Plant through that lens even when there was no basis to do so (for example in respect of the phone call on 13 July 2023). In reaching my findings in this case, I found the evidence of Mrs Plane to be credible. She generally accepted (with the exception of the incident on 14 September 2023) where she had fallen short. She accepted in her oral evidence that should could be direct, though was adamant she was not aggressive. By contrast, the claimant blamed Mrs Plane for everything that happened with little self-reflection such as when he received a written warning for not collecting a car that had been part exchanged. Additionally, I note that the claimant views disagreement as criticism. It is inevitable that, in the workplace, colleagues will disagree, and that a manager may require someone to work in a different way.

49. The grievance and appeal meetings were conducted fairly. An investigation took place into the allegations raised by the claimant, which involved speaking to potential witnesses. The outcomes reached were explained promptly and clearly to the claimant by both Mr Grant and Mr Ames respectively. Mr Ames stated when he disagreed with the findings of Mr Grant.
50. It was accepted by the respondent that that claimant had accrued 18 years of service and, if he had been dismissed, was entitled to 12 weeks' notice. The evidence is that he was only ever offered payment of notice for one month. However, this is a case where I have found that the claimant was not constructively dismissed. I found that he resigned and stated that he was giving one month's notice. If the claimant had asked to work his full notice and not been allowed to do so then that would be a different matter. However, that is not what happened and I do not find that the claimant was wrongfully dismissed.

Approved by:
Employment Judge Freshwater
Dated: 15 September 2025