EMPLOYMENT TRIBUNALS

Claimant: Mr A Verbitskiy

Respondent: Alsico Laucuba Ltd

Heard at: Manchester Employment Tribunal

On: 09, 10, 11 and 12 September 2025

Before: Employment Judge M Butler
Ms S Howarth
Mr S Carter

Representation
Claimant: Self-representing
Respondent: Mr M Mensah (of Counsel)

JUDGMENT

It is the unanimous decision of the tribunal that:

1. The claimant has been found not to have been constructively dismissed. His complaint of unfair dismissal does not succeed and is dismissed.

2. The complaints of having been subjected to detriment on the grounds of having made a Public Interest Disclosure do not succeed and is dismissed.

3. For the avoidance of doubt, all claims are unsuccessful in this case and are dismissed.

REASONS

INTRODUCTION

4. A decision in this case was handed down orally on 12 September 2025. The claimant made a request for written reasons orally at the final merits hearing. These are those written reasons.

5. The claimant worked as a Warehouseman for the respondent since around 02 October 2017 up until his resignation. The claimant resigned on 13 February 2024, giving 2.5 weeks' notice. His final day of employment was 29 February 2024. The claimant alleges that his resignation was forced and was therefore a constructive dismissal. The claimant presented his claim form on 16 April 2024, and this was following ACAS Early Conciliation, which took place between 03 March 2024 and 14 April 2024.

6. This case was case managed at a Case Management Hearing before Employment Judge Flanagan on 18 October 2024. This resulted in a draft list of issues, that was appended to the back of the record that was produced by EJ Flanagan following that hearing. These were at pp.49-53 in the bundle used at this hearing.

7. At the outset of the first day the parties were invited to raise any outstanding issues between the parties that the tribunal needed to resolve before starting to hear the case. The claimant raised that he wanted to add an additional Public Interest Disclosure to the current list of issues. And this concerned an email of 13 September 2023. Mr Mensah took some instructions on this matter, before informing the tribunal that the respondent would not oppose the application on the basis that it would not be put at any forensic prejudice. The tribunal was grateful for the respondent adopting this position, especially given that the document in question was already before the tribunal and the individuals who could give evidence on this were also present. Save for that amendment, the parties agreed that the list of issues covered all the matters that the tribunal was being asked to decide in this case.

8. On the morning of day 2, the claimant made a further application to amend his claim. This was to introduce an allegation of detrimental treatment that related to him being refused permission to accompany his colleague at a disciplinary hearing on 26 October 2024. This application was opposed by the respondent. The tribunal heard from both parties on this matter and refused the application, having applied the balance of hardship and injustice test. This was a substantial amendment. The claimant had not provided any evidence as to why time should be extended to give the tribunal jurisdiction, other than he missed it out in error. The timing and manner of the application weighed against allowing the amendment, in that it was on day 2 of the final hearing and this was following an amendment application that was already made and determined on day 1. And in the context where the list of issues had been settled since 18 October 2024. The respondent would be at real forensic prejudice if the amendment was allowed, as the claimant identifies in his witness statement (see para 69 of his witness statement) that it was a Dave that had refused him permission to attend as a companion, and the

respondent had not called such person as a witness (as he was not relevant to the current issues), nor had the opportunity to investigate this matter. Furthermore, the tribunal had sight of the emails around this and considered that the allegation had no reasonable prospects of success given that the emails identify that the reason behind the decision was because the claimant was off work sick, before explaining that the claimant could attend whilst off work sick, so long as he was sure that it would not exacerbate his condition (email of 25 October 2023 a p.204). In those circumstances, the application was refused.

9. The claimant also clarified that his allegation of being constructively dismissed related to the detrimental treatment he relied on and following public interest disclosures: the 3rd one, the newly added one, the fifth one and the 7th one. The claimant explained that issues around the other public interest disclosures were not taken into account when he resigned. The tribunal carefully checked the ET1 to ensure it understood what the claimant was referring to. And the tribunal considered it clear that the claimant was referring to the respondent ignoring the claimant's concerns and not taking action in relation to the matters he raised (although this has not been properly captured in the list of issues).

10. Neither party raised any further issues that the tribunal needed to be aware of at this stage. The respondent informed the tribunal of its witness running order following being asked by the tribunal. This was to assist the claimant so that he could ensure he was ready to ask questions of each witness under cross-examination.

11. The tribunal was assisted in this case by a bundle of documents that ran to 269 pages.

12. The tribunal heard evidence from the claimant, who gave evidence on his own behalf. The claimant called no additional witnesses. The claimant did present a statement from Mr McGee. The tribunal did consider this statement. However, gave it limited weight as Mr McGee did not attend at tribunal to give evidence. And it appeared to have no relevance to the issues that the tribunal needed to determine.

13. The respondent called the following witnesses:

    a. Mrs Rogers, who is the respondent's Human Resources Manager.
    b. Mr Butterworth, who had health and safety responsibilities for the respondent.
    c. Mrs Clarke, the respondent's Managing Director.

14. There were several occasions during both the claimant's evidence and his cross-examining of the respondent witnesses where the tribunal interjected. This was firstly on the basis that the claimant was not answering the question being asked and providing evidence on matters not before this tribunal. Secondly, the claimant on occasion was asking questions when cross-examining on issues not relevant to the issues before this tribunal. The tribunal in doing so regularly took the claimant back to the issues that the tribunal was tasked with determining. This was used as a tool to try to guide the claimant to focus on only those matters that the tribunal had

jurisdiction to determine. There is no criticism of the claimant in respect of this. The claimant is unrepresented, he is not legally qualified, and these are complex areas of employment law, and he was simply doing his best. The tribunal was grateful that the claimant did listen to instruction from the tribunal, particularly when it was explaining its concerns with specific lines of questioning.

LIST OF ISSUES

15. During the course of the afternoon of the first day, the claimant withdrew the first and second alleged public interest disclosures as matters he was relying on. These were dismissed on withdrawal and taken no further in this judgment.

16. There were further withdrawals by the claimant during the proceedings, namely: the claimant explained that he no longer relied on any disclosures he made orally to Mrs Rogers on or around 19 July 2023 (the third Public Interest disclosure). And he was no longer bringing a claim for detriment relating to being told to jump on the back of a wagon.

17. We do not repeat the entire list of issues here, but do set out the factual allegations on which the claimant relies on:

    a. Was the claimant constructively dismissed by the respondent doing the following things:

        i. Subjecting the claimant to detrimental treatment (see below)

        ii. Failing to take action in respect of the claimant's alleged Public Interest Disclosures made on 19 July 2023, 13 September 2023, 08 October 2023 and 22 January 2024.

    b. Were any of the following qualifying disclosures as defined in s.43B of the Employment Rights Act 1996:

        PID3 19th July 2023 – C disclosed in a written letter to Caroline Rogers, Fire safety and Health and safety breaches, unsafe practices – including a head injury, damaged lift button, collapsing shelves, failures of lights, workers dropping pallets, incorrect width of paths, no supervision in afternoon shifts

        PID4 20th July 2023 – C emailed Caroline Rogers, where it was disclosed that while some of the issues had been sorted out, but he was still working in an unsafe environment;

        PID4A13 Sept 2023- C emailed Rogers and reported that over half the warehouse workers had to purchase their own safety boots because the boots provided by R were not suitable as equipment where workers had to walk 5-10 miles per day and up and down

PID5 8th October 2023 – C raised a grievance to the Board of Directors, complaining that previous disclosures had not been properly investigated and provided more information of health and safety breaches;

PID6 26th October 2023 – C complained that he was not provided with appropriate PPE – in particular shoes – during the investigation relating to Anthony Crockett, this was David Charnley and Caroline Rogers verbally;

PID7 22nd January 2024 – in a written letter (marked whistleblowing) to the directors, you complained about the treatment of another worker, Anthony and their failure to undertake a duty of care, as they were bullying him and causing him stress;

18. The claimant brings all of these on the basis of a reasonable belief that he was disclosing information that tended to show that the health and safety of any individual had been, was being or was likely to be endangered. However, in respect of PID5, the claimant also relies on the information tending to show that these things had been, was being or was likely to be deliberately concealed. And in respect PID6, the claimant also relies on the information tending to show that a person had failed, was failing or was likely to fail to comply with any legal obligation as well as it tending to show that these things had been, was being or was likely to be deliberately concealed as well showing that these things had been, was being or was likely to be deliberately concealed.

19. In respect of the detriments, the tribunal was tasked with determining whether the respondent did the following:

    a. 2nd October 2023 – C was not permitted places at the Christmas party;

    b. On or before 1st February 2024, C was forced into a meeting with the person he had complained about – Caroline Rogers - who had been informed of the previous complaint – and C was made to justify and explain his conduct to the same individual; this made C feel that he had to leave employment;

    c. On 5th February 2024, C was informed that he was being investigated under the disciplinary process – with false allegations being made against him, without any information or evidence.

20. And the tribunal would need to determine whether these were the subjecting of the claimant to a detriment, before considering whether any were done on the ground of having made a protected disclosure.

THE LEGAL FRAMEWORK

<u>Constructive Dismissal</u>

21. Section 95(1)(c) of the Employment Rights Act 1996 provides that an employee is dismissed where they terminate their contract of employment "…with or without notice in circumstances in which he is entitled to terminate the contract without notice by reason of the employee's conduct". In short this is the legal principle of constructive dismissal.

22. What this is referring to is the entitlement to bring a contract of employment to an end without notice by an employee where the employer is in fundamental breach of that contract. The leading case in relation to this is **Western Excavating v Sharp [1978] 1 All ER 713**.

23. In **Western Excavating v Sharp** it is explained that a fundamental breach of contract occurs where the claimant commits a significant breach, which go to the root of the contract of employment, or which shows that the employer no longer intend to be bound by one or more the central terms of that contract. In such a case the employee is entitled to treat himself as discharged from any further performance and resign.

24. This test is an objective test, and it is not sufficient that the employee subjectively perceives that there is a fundamental breach.

25. It is further clear from this case, that an employee relying on a breach of contract in this way must make up their mind and resign soon after the breach, or otherwise it may be held at the contract has been affirmed. The burden is on the employee to show that a dismissal has occurred.

26. A constructive dismissal may result from a breach of an express term or from a breach of an implied term in the contract of employment.

27. Lord Steyn in **Malik v Bank of Credit; Mahmud v Bank of Credit [1998] AC 20** gave guidance for determining if there has been a breach of trust and confidence, when he said that an employer shall not:

> '…without reasonable and proper cause, conduct itself in a matter calculated (or) likely to destroy or seriously damage the relationship of confidence and trust between employer and employee.'

28. Whilst conduct of the employer must be more than unreasonable, breach of trust and confidence will invariably be a fundamental breach.

29. A constructive dismissal may result from either a single act, or from the cumulative effect of a series of acts. Where it is brought on cumulative effect of a series of acts, the last act, often referred to as the last straw, need not be a breach of contract in itself but it must be capable of contributing something to the cumulative breach of contract. And this is a principle that is well developed in case law. For example, Dyson LJ in **London Borough of Waltham Forest v Omilaju [2005] All ER 75** described the last straw in the following terms:

> "*I see no need to characterise the final straw as unreasonable or blameworthy conduct. It may be true that an act which is the last in a series of acts which, taken together, amounts to a breach of the*

implied term of trust and confidence will usually be unreasonable and perhaps even blameworthy. But, viewed in isolation the final straw may not always be unreasonable, still less blameworthy. Nor do I see why it should be. The only question is whether the final straw is the last in a series of acts or incidents which cumulatively amount to a repudiation of the contract by the employer. The last straw must contribute, however, slightly to the breach of the implied term of trust and confidence. Some unreasonable behaviour may be so unrelated to the obligation of trust and confidence that it lacks the essential quality to which I have referred.

Public Interest Disclosure/Protected Disclosure

30. It is at s.43B of the Employment Rights Act 1996 (hereinafter 'ERA') where it is set out what is meant by a qualifying disclosure:

43B Disclosures qualifying for protection.

(1) In this Part a "qualifying disclosure" means any disclosure of information which, in the reasonable belief of the worker making the disclosure, [F2 is made in the public interest and] tends to show one or more of the following—

(a) that a criminal offence has been committed, is being committed or is likely to be committed,

(b) that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,

(c) that a miscarriage of justice has occurred, is occurring or is likely to occur,

(d) that the health or safety of any individual has been, is being or is likely to be endangered,

(e) that the environment has been, is being or is likely to be damaged, or

(f) that information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

31. In essence, what a tribunal must determine can be broken down into its constituent parts:

a. Did the claimant disclose any information?
b. If so, did the claimant believe, at the time they made the disclosure, that the information disclosed was in the public interest and tended to show one of those matters listed in s.43B(1) ERA?
c. If so, was that belief reasonable?

32. Under section 47B ERA:

"(1) A worker has the right not to be subjected to any detriment by any act, or any deliberate failure to act, by his employer done on the ground that the worker has made a protected disclosure."

33. The following case law principles, alongside those submitted as relevant by Mr Mensah (see below) were applied by the tribunal:

    a. The EAT in **Martin v London Borough of Southwark EA-2020-000432 (previously UKEAT/0239/20) (10 June 2021, unreported)**, reminding the tribunal that a structured approach to determining a protected disclosure should be followed: (i) there must be a disclosure of information; (ii) the worker must believe that the disclosure is made in the public interest; (iii) if the worker does hold such a belief, it must be reasonably held; (iv) the worker must believe that the disclosure tends to show one or more of the matters listed in sub-paragraphs 43(1)(a) to (f) ERA; (v) if the worker does hold such a belief, it must be reasonably held.

    b. The EAT in **Cavendish Munro Professional Risks Management Ltd v Geduld [2010] IRLR 38**, where Slade J explained that a protected disclosure must involve information and not simply be raising of concern or allegation:

> *"… the ordinary meaning of giving "information" is conveying facts. In the course of the hearing before us, a hypothetical was advanced regarding communicating information about the state of a hospital. Communicating "information" would be "The wards have not been cleaned for the past two weeks. Yesterday, sharps were left lying around." Contrasted with that would be a statement that "You are not complying with Health and Safety requirements". In our view this would be an allegation not information.*"

    c. In **Kilraine v London Borough of Wandsworth UKEAT/0260/15**, Langstaff J stated:

> "I would caution some care in the application of the principle arising out of Cavendish Munro. The particular purported disclosure that the Appeal Tribunal had to consider in that case is set out at paragraph 6. It was in a letter from the Claimant's solicitors to her employer. On any fair reading there is nothing in it that could be taken as providing information. The dichotomy between "information" and "allegation" is not one that is made by the statute itself. It would be a pity if Tribunals were too easily seduced into asking whether it was one or the other when reality and experience suggest that very often information and allegation are intertwined. The decision is not decided by whether a given phrase or paragraph is one or rather the other, but is to be determined in the light of the statute itself. The question is

simply whether it is a disclosure of information. If it is also an allegation, that is nothing to the point".

d. It is not necessary for the information itself to be actually true. It follows that a disclosure may nevertheless be a qualifying disclosure even if it subsequently transpires that the information disclosed was incorrect (see **Darnton v University of Surrey [2003] IRLR 133**). The test is a subjective one.

e. For something to amount to a detriment, it needs to be capable of reasonably being considered to amount to a detriment by the individual concerned (see **Jesudason v Alder Hay Children's NHS Foundation Trust [2020] EWCA Civ 73**).

34. Mr Mensah included reference to the following case law in his closing submissions

35. A mere allegation against the employer or a simple expression of dissatisfaction by the worker will not suffice— **Cavendish Munro Professional Risks Management Ltd v Geduld [2011] IRLR 38, EAT, Goode v Marks & Spencer plc UKEAT/0442/09 (15 April 2010, unreported)** and **Smith v London Metropolitan University [2011] IRLR 884, EAT**.

36. **Chesterton Global Ltd v Nurmohamed [2017] EWCA Civ 979, [2017] IRLR 837, [2017] ICR 731** held that in a case of mixed interests (public interest and self interest) it is for the Tribunal to rule as a matter of fact whether there was sufficient public interest to qualify under the legislation.

37. The decision of the Court of Appeal contains guidance as to how to approach that task. At paragraphs 36 and 37 of the judgment, the position was outlined in the following terms:

> *"The statutory criterion of what is "in the public interest" does not lend itself to absolute rules, still less when the decisive question is not what is in fact in the public interest but what could reasonably be believed to be. I am not prepared to rule out the possibility that the disclosure of a breach of a worker's contract of the Parkins v Sodexho kind may nevertheless be in the public interest, or reasonably be so regarded, if a sufficiently large number of other employees share the same interest. I would certainly expect employment Tribunals to be cautious about reaching such a conclusion, because the broad intent behind the amendment of section 43B(1) is that workers making disclosures in the context of private workplace disputes should not attract the enhanced statutory protection accorded to whistleblowers – even, as I have held, where more than one worker is involved. But I am not prepared to say never. In practice, however, the question may not often arise in that stark form. The larger the number of persons whose interests are engaged by a breach of the contract of employment, the more likely it is that*

there will be other features of the situation which will engage the public interest.

Against that background, in my view the correct approach is as follows. In a whistleblower case where the disclosure relates to a breach of the worker's own contract of employment (or some other matter under section 43B(1) where the interest in question is personal in character), there may nevertheless be features of the case that make it reasonable to regard disclosure as being in the public interest as well as in the personal interest of the worker…. The question is one to be answered by the Tribunal on a consideration of all the circumstances of the particular case, but [counsel for the employee's] fourfold classification of relevant factors which I have reproduced … above may be a useful tool. As he says, the number of employees whose interests the matter disclosed affects may be relevant, but that is subject to the strong note of caution which I have sounded in the previous paragraph."

38. At paragraph 48 of the judgment, the four factors were set out:

"(a) the numbers in the group whose interests the disclosure served;

(b) the nature of the interests affected and the extent to which they are affected by the wrongdoing disclosed – a disclosure of wrongdoing directly affecting a very important interest is more likely to be in the public interest than a disclosure of trivial wrongdoing affecting the same number of people, and all the more so if the effect is marginal or indirect;

(c) the nature of the wrongdoing disclosed – disclosure of deliberate wrongdoing is more likely to be in the public interest than the disclosure of inadvertent wrongdoing affecting the same number of people;

(d) the identity of the alleged wrongdoer – as [counsel for the employee] put it in his skeleton argument, "the larger or more prominent the wrongdoer (in terms of the size of its relevant community, i.e. staff, suppliers and clients), the more obviously should a disclosure about its activities engage the public interest" – though he goes on to say that this should not be taken too far."

39. At paragraph 49, the judgment set out that

(1) the very term 'public interest' is deliberately not defined by Parliament, leaving it to be applied by Tribunals (and not to be influenced by precedents from other areas where it is used in other contexts, e.g. in charity law);

(2) the mental element imposes a two stage test: (i) did the Claimant have a genuine belief at the time that the disclosure was in the public interest, then (ii) if so, did he or she have reasonable grounds for so believing? This point was explored further in **Ibrahim**

v HCA International [2019] EWCA Civ 207, [2019] 1 WLR 3981 where it was held that the Claimant's motivation for making the disclosure is not part of this test; thus, the Claimant in that case was not necessarily ruled out because at the time he had been concerned to clear his name of slurs and re-establish his reputation; the test applied by the ET ('disclosure was not made in the public interest but rather with a view to clearing his name …') was legally incorrect. As the judgment of Underhill LJ puts it: 'the necessary belief is simply that the disclosure was in the public interest' and 'the particular reasons why the worker believes it be so are not of the essence'.

(3) the necessary reasonable belief in that public interest may (in an atypical case) arise on later contemplation by the employee and need not have been present at the time of making the disclosure (though as an evidential matter, the longer any temporal gap, the more difficult it may be to show the reasonable belief).

40. In **Parsons v Airplus International Ltd UKEAT/0111/17 (13 October 2017, unreported)** the EAT pointed out that the determination that in law a disclosure does not have to be either wholly in the public interest or wholly from self-interest does not prevent a Tribunal from finding on the facts that it was actually only one of them. Thus, where the Claimant made a series of allegations that in principle could have been protected disclosures but in fact were made as part of a disciplinary dispute with the employer which eventually led to her dismissal for other reasons, the Tribunal was held entitled to rule that they were made only in her own self-interest and so her claim of whistleblowing dismissal was rejected.

41. The judgment of the EAT makes two subsidiary points of interest in a case such as this:

(1) the fact that in these circumstances a Claimant could have believed in a public interest element is not relevant; and

(2) a case of whistleblowing dismissal is not made out simply by a 'coincidence of timing' between the making of disclosures and termination.

42. In **Dobbie v Felton t/a Feltons Solicitors [2021] IRLR 679** the EAT held that, although failure to cite Chesterton is not per se an error of law by an ET, it may show that overall, the ET erred in applying the correct law on this difficult subject. The judgment contains at [27] a useful summary of the Chesterton guidance and at [28] eight more 'general observations' which may be of use when considering that guidance.

43. Detriment is assessed from the worker's perspective (**Shamoon v Chief Constable of the Royal Ulster Constabulary 2003 ICR 337, HL**) and means putting a worker to a disadvantage (**Ministry of Defence v Jeremiah 1980 ICR13**).

44. Where a claim relates to an alleged detriment (as opposed to dismissal), for a claim to succeed the worker must have been subjected to the detriment on the ground they had made a protected disclosure. The protected

disclosure must materially (i.e. more than trivially) influence the treatment (**Fecitt and ors v NHS Manchester (Public Concern at Work intervening 2012 ICR 372, CA**):

45. In **Fecitt**, Lord Justice Elias compared detriment claims to discrimination claims where "unlawful discriminatory considerations should not be tolerated and ought not to have any influence on an employer's decisions" (**Igen Ltd (formerly Leeds Careers Guidance) and ors v Wong and other cases 2005 ICR 931, CA**).

46. He found that this principle is "equally applicable where the objective is to protect whistleblowers, particularly given the public interest in ensuring that they are not discouraged from coming forward to highlight potential wrongdoing'. He held that detriment claims under section 47B ERA will be made out if the protected disclosure "materially" (in the sense of more than trivially) influences the employer's treatment of the whistleblower.

47. It is for the employer to show the ground on which any act, or deliberate failure to act, was done (s.48(2) ERA). Therefore, if the Claimant has shown that there was a protected disclosure, and that the Respondent subjected them to a particular detriment, it is for the Respondent to show that the reason for the detriment was not on the ground that they had made the protected disclosure. The Tribunal may draw inferences in reaching its conclusion.

48. In claims under s.47B ERA (detriment), knowledge of the protected disclosure is required.

49. As held in **Nicol v World Travel and Tourism Council and Others T20241 EAT 42**, that knowledge must be more than simply that a disclosure has been made: the decision-maker "ought to know at least something about the substance of what has been made: that is, they ought to have some knowledge of what the employee is complaining or expressing concerns about'.

50. In a detriment claim, knowledge of one person cannot be imputed to another, even where they are in a position of hierarchy over the employee (**Malik v Cenkos Securities PLC EAT/0100/17**, as confirmed in **William v Lewisham and Greenwich NHS Trust T20241 EAT 58)**.

CLOSING SUBMISSIONS

51. The tribunal considered written submissions presented on behalf of the respondent. This was helpful, particularly with respect the legal principles being considered in this case. And the tribunal heard closing oral submissions presented on behalf of the respondent and by the claimant. These are not repeated here. However, the tribunal has considered these when making its decision and there is some reference to specific submissions above and below where the tribunal considered it useful and/or necessary to set them out.

FINDINGS OF FACT

We make the following findings of fact based on the balance of probability from the evidence we have read, seen, and heard. Where there is reference to certain aspects of the evidence that have assisted us in making our findings of fact this is not indicative that no other evidence has been considered. Our findings were based on all of the evidence, and these are merely indicators of some of the evidence considered in order to try to assist the parties understand why we made the findings that we did.

We do not make findings in relation to all matters in dispute or all matters raised by the parties but only on matters that we consider relevant to deciding on the issues currently before us.

To try to make the judgment easier to follow, the tribunal has adopted sub-heading that relate to the issues in this case, where it can.

General Findings

52. The claimant was employed by the respondent since October 2017, and most recently as a Warehouse Operative.

53. The claimant did not have any formal responsibility for health and safety in the workplace. He was not a Health and Safety Representative. Nor was he elected in some capacity to raise concerns on behalf of the workforce.

PID3 19th July 2023 – C disclosed in a written letter to Caroline Rogers, Fire safety and Health and safety breaches, unsafe practices – including a head injury, damaged lift button, collapsing shelves, failures of lights, workers dropping pallets, incorrect width of paths, no supervision in afternoon shifts

PID4 20th July 2023 – C emailed Caroline Rogers, where it was disclosed that while some of the issues had been sorted out, but he was still working in an unsafe environment

54. On 13 July 2023, in an email from the claimant to Mrs Rogers (see p.155), the claimant wrote the following:

> "…*To be fair, I do not want to get involved in this as everyone in the warehouse understand that I raised Health and Safety issues after you asked Carl about dropped box (I hope you finally found out that Matt was the victim, the fact that he recently recovered from the back injury makes it looking very bad). I am not in the position to walk away confronting management as my wife is off work with 10 months old baby now - this is why I did not want to be a whistle blower.*"

55. The claimant sent an email on 19 July 2023 to Mrs Rogers (p.157). He raised various general issues concerning health and safety matters that could affect the workplace generally.

56. On 20 July 2023, the claimant emailed Mrs Rogers with the following:

> "*Hi Caroline, thank you for your reply. I have received my new uniform today, it feels softer. Hopefully, it will be OK.*

Regarding my wistle-blowing report, John has been running around the warehouse today talking about health and safety. It looks like someone informed him about the issues already and he started sorting them out. Hopefully, when you will be back there will be nothing to investigate.

I am not really bothered about proper investigation and simply would like to make sure that my colleagues and myself are safe while at work as there were a number of back injuries and other problems recently . Some people think that I am a trouble maker, but I simply have understanding how dangerous things can be - one of my uncles lost his leg at work, the other one had to go jail for 5 years after one of his workers died at work. Also, I witnessed the fire at my old workplace and knowing the theory I didn't know what to do with the fire in real life. This is why I am really concerned about health and safety and fire safety."

Conclusions on PID3

57. The respondent conceded the majority of the constituent parts that make up a qualifying disclosure. The only outstanding dispute that the tribunal was required to resolve was whether the claimant had a reasonable belief that the information that he had disclosed was being disclosed in the public interest.

58. The tribunal rejected the respondent's submission that references to not wanting to be a 'whistle-blower' and not being really bothered about proper investigation would support a finding that the claimant was not disclosing information in the public interest. The tribunal considered that these expressions needed to be read in context.

59. With respect the claimant's comments that he does not want to be a whistleblower on 13 July 2023. First, this was before the alleged qualifying disclosure and does not automatically read over to this later position. And secondly, from the content of that email this was based on potential repercussions if he was labelled such. The tribunal was conscious that many claimants appear before it with this same concern, that being labelled a whistleblower could have ramifications for them in the workplace. The tribunal did not consider that this negated public interest being present in the email of 19 July 2023.

60. With respect the comment about not being bothered about proper investigation, this must be read alongside the other information in that email. The claimant makes it quite clear that he was raising matters as he simply wanted himself and his colleagues to be safe whilst at work. And he also references incidents in his recent past, as to concerns he has when health and safety protections fail. These, in this tribunal's judgment, clearly evidence that at the time of sending his email of 19 July 2023 the claimant had a reasonable belief that he was doing so for the workplace, and this satisfies the public interest aspect of a qualifying disclosure.

61. Given that the tribunal has concluded that the claimant had a reasonable

belief that the information he was disclosing in his email of 19 July 2023 was being done in the public interest, and that was the only dispute between the parties with respect the email being a qualifying disclosure, the tribunal concludes that this email is a qualifying disclosure pursuant to s.43B of the Employment Rights Act 1996.

Conclusions on PID4

62. The tribunal having considered the body of the email of 20 July 2023 (fully copied above), concludes that this email does not disclose information that tends to show that that the health and safety of any individual had been, was being or was likely to be endangered. It simply sets out thanks for a new uniform, identifies that some action is being undertaken, and then provides the information about health and safety incidents of the past.

PID4A 13 Sept 2023- C emailed Rogers and reported that over half the warehouse workers had to purchase their own safety boots because the boots provided by R were not suitable as equipment where workers had to walk 5-10 miles per day and up and down

63. On 13 September 2023, the claimant emailed Mrs Rogers (see p.171) with the following:

> *"I would like to report bullying and misuse of power. For some reason, management decided to use warehouse workers as a rubbish bin for unsold safety boots. A couple of months ago Danny provided clear feedback to samples department about these shoes stating that they are bad quality and causing sore feet. This did not stop management providing these boots as part of our uniform. As the result, over a half of the warehouse workers were forced to purchase their own safety shoes spending about £30-£35. I was wearing provided boots for less than 2 days and ended up with the ankle pain and sore feet. I returned them back with negative feedback.*
>
> *This is a shame that work wear company is unable to provide comfortable safety shoes for the workers who walk about 5-10 miles every day. While office staff do not have to wear any uniform and have chilling area, warehouse staff are forced to purchase own safety shoes. This is absolutely ridiculous. Most companies simply reimburse the cost of safety boots which allows workers to select comfortable shoes themselves which could have been done by Alsico, but management decided to write off dusty unsold stock.*
>
> *I am raising these concerns with you on a confidential basis in accordance with the company's assurance of confidentiality in the whistle-blowing policy. I do not want my identity to be revealed to any other party without first obtaining my consent. I ask you investigate the concerns in such a way so as not to reveal my identity."*

Conclusions on PID4A

64. As with the PID3 above, the only matter in dispute between the parties with respect this being a Qualifying Disclosure is whether this was made in the

public interest. And therefore, this decision is limited to only determining this matter.

65. What is clear form the claimant's email is that he only raises impacts on both him and Danny. The tribunal considers this to be information disclosed by the claimant in respect a private workplace issue in respect of sore feet for Danny and ankle pain for himself. This is not being raised in the public interest. Although the claimant references to half the warehouse having purchased their own safety shoes, there was no information disclosed that links this to information about personal injuries being suffered as being the reason or any other health and safety issue. The claimant appears to be implying that half the workforce has purchased their own safety shoes to them being inappropriate. However, at its height the claimant is reaching a cause and effect without the necessary detail to support any causative link between purchasing of safety boots and helaht and safety issue in the wider workforce.

66. In the circumstances outlined above, the tribunal concludes that the claimant did not reasonably believe that he was disclosing the information contained in his email on 13 September 2023 in the public interest but rather was doing so as a private workplace concern in respect him and a colleague. The tribunal concludes that this is not a Qualifying disclosure pursuant to section 43B of the Employment Rights Act 1996.

PID5 8th October 2023 – C raised a grievance to the Board of Directors, complaining that previous disclosures had not been properly investigated and provided more information of health and safety breaches;

67. The claimant sent a grievance to the Board of Directors on 08 October 2023 raising several issues (see pp.179-180).

68. The claimant in his grievance identifies several health and safety issues and links this to various injuries within the workplace. He makes several references to impacts on the workforce as a whole.

69. On 01 November 2023, the claimant withdrew his grievance (p.220).

Conclusions on PID5

70. As with the PID3 and PID4A above, the only matter in dispute between the parties with respect this being a Qualifying Disclosure is whether this was made in the public interest. And therefore, this decision is limited to only determining this matter.

71. Although the claimant later withdrew his grievance, the tribunal does not consider that this would impact on whether he initially made a qualifying disclosure in the public interest on 08 October 2023.

72. The tribunal has considered the document closely. In doing so it has also taken into account the claimant's views on health and safety already referred to earlier and concludes that there are disclosures of information pertaining to health and safety contained in this grievance that he had a reasonable belief was being done in the public interest. However, this is

only in respect of certain matters contained within his grievance. As this grievance contains issues that the tribunal accepts are raised with public interest in mind mixed with issues that the tribunal would consider to be private workplace matters. The tribunal would consider the raising of the safety boots, the jumping on back of the wagon, the grade review and the Christmas party issue all to be raised as private workplace issues. However, the tribunal does consider the claimant to have a reasonable belief he was raising other matters in the public interest, namely the keeping of heavy boxes on the top shelves and the provision of damaged ladders. The tribunal does not consider the private issues raised alongside these public ones to be such to render this disclosure in its entirety a private one. In short, this follows similar conclusions made in respect of PID3.

73. Given that the tribunal has concluded that the claimant had a reasonable belief that the information he was disclosing in his grievance of 08 October 2023, at least in part, was being done in the public interest, and that was the only dispute between the parties with respect this document being a qualifying disclosure, the tribunal concludes that this document is a qualifying disclosure pursuant to s.43B of the Employment Rights Act 1996.

PID6 26th October 2023 – C complained that he was not provided with appropriate PPE – in particular shoes – during the investigation relating to Anthony Crockett, this was David Charnley and Caroline Rogers verbally;

74. The claimant attended an investigation meeting on 26 October 2023. He attended as a companion of Anthony Cocker, with Mr Cocker being the person under investigation.

75. During that meeting, the claimant asked the following question: Time recordings is relevant to data protection as it contains personal data. As such, they are subject to the requirements of GDPR. Who obtained this log without Anthony's permission? (see p.213).

76. Whereas on the transcript it is recorded as the claimant having asked a "Question regarding the clocking machine times" (see p.207). The specific question was not recorded on the transcript.

77. Mrs Rogers replied to the claimant to explain that there would be an opportunity to ask questions at the end of the investigation (p.207).

78. The claimant also raised PPE during this meeting and asked why the respondent gave staff shoes that were not fit for purpose and hurt feet. The claimant also states that the shoes are not suitable, before stating so two people is not enough to say that these are not fit for purpose (pp.211-212).

Conclusions on PID6

79. As with the PID3, PID4A and PID5 above, the only matter in dispute between the parties with respect this being a Qualifying Disclosure is whether this was made in the public interest. And therefore, this decision is limited to only determining this matter.

80. The matters raised by the claimant in the tribunal's judgment relate to

private workplace disputes only. The tribunal does not consider the claimant to have a reasonable belief that he was raising these matters in the public interest.

81. The first disclosure of information the claimant relies on concerns the use of time recordings as part of an investigation into Anthony. And solely relates to the use of his time recordings. This is clearly not being raised in the public interest, but in relation to Mr Cocker's private workplace dispute.

82. With respect the PPE and the safety shoes. This fails for the same reasons already given at PID4A. The claimant is raising this in respect of two individuals only. And does not disclose any information relating to impacts on the wider workforce. This is considered to be a private workplace dispute raised by the claimant, rather than the claimant having a reasonable belief that he was disclosing such information in the public interest.

83. In the circumstances outlined above, the tribunal concludes that the claimant did not reasonably believe that he was disclosing the information he relies on from the meeting of 26 October 2023 in the public interest but rather on each occasion was doing so as part of a private workplace concern. The tribunal concludes that this is not a Qualifying disclosure pursuant to section 43B of the Employment Rights Act 1996.

<u>PID7 22nd January 2024 – in a written letter (marked whistleblowing) to the directors, you complained about the treatment of another worker, Anthony and their failure to undertake a duty of care, as they were bullying him and causing him stress</u>

84. This communication is at p.231 of the bundle.

85. The first 4 paragraphs of that letter refer to concerns about the treatment of one of the claimant's colleagues, Anthony. That being Mr Cocker. The fifth paragraph contains an unsupported allegation against Dan and Caroline before suggesting a solution for attendance issues. Whilst, the sixth (and final paragraph) makes an unsupported and vague allegation about problems that the Embroidery Department had.

<u>Conclusions on PID7</u>

86. The respondent disputes that the claimant disclosed information that he believed tended to show that the health or safety of any individual had been, was being or was likely to be endangered. And further disputes that the claimant had a reasonable belief that this disclosure was made in the public interest.

87. And the tribunal agreed in its entirety with the submissions made on behalf of the respondent.

88. On considering the letter in question, the claimant does not make disclosures of information that tended to show that the health or safety of any individual had been, was being or was likely to be endangered. Rather it includes a series of allegation being raised by the claimant in respect of himself and in respect of Mr Cocker.

89. And further, the tribunal did not accept that the claimant was raising anything which he had a reasonable belief was in the public interest. Rather this document is focused solely on private workplace disputes. There is nothing in the document that supports that this was being done with the wider public in mind. The claimant does mention the embroidery department. And the tribunal considered whether this was sufficient to expand the document to the wider workforce such to satisfy the concept of public interest. However, given the vague reference to the department and the bare allegation around this department, the tribunal did not consider that this would support that the claimant had a reasonable belief that this was being done in the public interest.

Reliance on Concealment for the purposes of a Qualifying Disclosure

90. The claimant's allegation that he disclosed information that he reasonably believed tended to show that these things had been, was being or was likely to be deliberately concealed was difficult to follow.

91. With respect PID5, the claimant explained that the pausing of his own grievance satisfied this. However, none of the disclosures relied on, including PID5 appears to reference this or disclose such information in such a way that suggests that the claimant considered the pausing of his grievance was in some way part of concealing issues. And this could not form part of PID5 in any event, given that PID5 was the claimant's grievance, and was the start of the process. For this submission to succeed the claimant would have to be disclosing information concerning the pausing of his grievance at the time he was raising a grievance, and before the process had begun in any way.

92. With respect PID6, the claimant explained that it was the failure to record the question in full was the Qualifying Disclosure. Again, that does not work. As the claimant is not disclosing any information that tended to show concealment.

93. The tribunal considered each alleged Qualifying Disclosure to ensure that it did not miss anything and concluded that none of them contained any disclosure of information that in any way related to a deliberate concealment had happened, was happening or would likely happen. The tribunal concluded, following this assessment, that there was no such information being disclosed.

Overall Conclusions on whether the claimant made a Qualifying Disclosure

94. The tribunal decided that the claimant made a Qualifying Disclosure with respect PID3 (19 July 2023) and PID5 (08 October 2023) only. The other alleged PIDs were found not to be Qualifying Disclosures.

Detriment 1 2nd October 2023 – C was not permitted places at the Christmas party

95. The Social Committee was responsible for organising the Christmas party. It was made up of staff form the Marketing Department.

96. The Social Committee sent an email on 30 August 2023 to staff members with details of the 2023 Christmas party (see p.165). This explained the date of the event, the venue and how to secure attendance. This also explained that those wanting to attend the event had to reply and pay a deposit by 07 September 2023. Mr Butterworth and Ms Skiba were asked to inform the warehouse staff.

97. The claimant, being part of the warehouse staff and not having a company email address, did not receive this email. However, he was aware of the event from colleagues. Particularly, as other warehouse staff were attending.

98. The claimant had attended Christmas parties in the past and was aware that to secure his attendance, he would need to pay a deposit in advance as this is what he had done previously. This was the claimant's evidence under cross-examination.

99. On 25 September 2023, Ms Hennessey sent Ms Skiba a list of those attending the event so that Ms Skiba could enter the menu choices for each (see pp.174-175). The claimant was not on this list as the claimant had not informed the Committee that he intended to attend the event.

100. On or around 26 September 2023, the claimant became aware that two individuals had withdrawn from attending the Christmas party. Following discussion with colleagues, the claimant, along with Anthony, sent to Ms Skiba menu choices (see claimant's witness statement at para 53). The claimant did not pay a deposit.

101. Ms Skiba added the claimant to the table of attendees and sent a completed table of attendees to Ms Hennessey (see pp.173-174) on 27 September 2023. Given these emails, the tribunal finds that Ms Hennessey had overall responsibility for organising the Christmas party. This is clear from the email chain. And is consistent with the evidence of Mrs Rogers, whilst the claimant's evidence was that he did not know who organised the event.

102. Ms Hennessey replied to Ms Skiba on 27 September 2023 to explain that there were 2 spaces left and that they had reserved for two new starters (see p.172). But once it is known whether they would like to attend she would let Alex and Anthony know whether they could attend. This was communicated to the claimant.

103. The claimant emailed Mrs Rogers on 02 October 2023 (see pp.175-176) and explained the following:

> "*…I and Anthony applied for Christmas party places when Alison and Darren pulled out. When I asked Sylwia how to pay for it I was told that someone decided that these 2 places are being given to 2 new starters who haven't even started yet. I would like to know who made this discriminatory decision. We definitely do not wish to go to this party anymore…"*

104. Nobody in the Social committee was aware of any of the alleged Qualifying Disclosures raised by the claimant. The tribunal accepted the evidence of Mrs Rogers on this, who was clear that she had not shared with anybody information raised by the claimant on 19 July 2023, 20 July 2023 or 13 September 2023. There was no evidence presented to the contrary.

105. A space at the event did become available and Mr Cocker did attend.

Conclusions on Detriment 1

106. The claimant brings this specific allegation based on the position as of 27 September 2023, or shortly after when the decision that the two remaining places were reserved for new starters was communicated to him.

107. First, the tribunal concludes that the claimant was not excluded from the Christmas party. And would have been permitted to attend the Christmas party had he met the deadline and paid the relevant deposit. He could have done this, but he did not. And secondly, the tribunal concluded that it was clearly left open for the claimant to attend the event if a space became available. This is clear on the face of the Ms Hennessey's email of 27 September 2023.

108. In the circumstances described above, the tribunal concluded that the claimant has not satisfied the tribunal that he was subjected to the detriment as pleaded. And secondly, if the tribunal had concluded that the respondent was not permitting him to attend the Christmas Party at the point of him wanting to attend, it does not consider it would be reasonable for the claimant to perceive this as detrimental treatment in the circumstances as outlined. As the decision was due to available spaces. As such the tribunal concludes that the claimant was not subjected to a detriment pleaded.

109. And even if the tribunal is wrong on this, the tribunal would have concluded that the reason that the claimant was not added to the list of attendees on or around 27 September 2023 was simply due to the claimant not having met the initial deadline and when he did seek to attend there were no free spaces available. There is no causative link between any alleged Qualifying Disclosure, which the organising committee had no knowledge of, and any decisions made by the committee. So even had the tribunal considered that the claimant had been subjected to the detrimental treatment as alleged, this allegation would still have failed.

110. In the circumstances outlined above, based on tis tribunal's findings and conclusions, this allegation of detrimental treatment on the grounds of having made a qualifying disclosure fails and is dismissed.

Detriment 2 On or before 1st February 2024, C was forced into a meeting with the person he had complained about – Caroline Rogers - who had been informed of the previous complaint – and C was made to justify and explain his conduct to the same individual; this made C feel that he had to leave employment

111. Mrs Rogers was the only dedicated Human Resources ('HR') person for the respondent. This is as set out in para 50 of her witness statement, which was not challenged, and the tribunal had no reason to doubt this

evidence given her clear explanation in her evidence. HR policies and processes were her responsibility and fell within her remit.

112. The claimant wrote a letter intended for Darren Turner dated 22 January 2024 (see para 89 of the claimant's witness statement). In this letter he raises concerns around the treatment of him and of Anthony Cocker. He does explicitly refer to Mrs Rogers as being partly responsible for some of the treatment he is raising.

113. This letter ended up being passed to Mrs Rogers as she was the HR support for the company, and this fell within her domain. In short, she was best placed to deal with it from a HR perspective, and especially given it stated that it was raising whistleblowing concerns.

114. Mrs Rogers, having read the contents of the letter did not consider that it fell within the respondent's Whistleblowing policy. Mrs Rogers was consistent in her interpretation of the claimant's letter and the policy in question. As Mrs Rogers had reached this view, she sought to discuss it further with the claimant on 01 February 2024.

115. Ms Rogers approached the claimant on 01 February 2024, who at first turned his back on Mrs Rogers and dismissed the idea of having a meeting. Mrs Rogers explained that it would only take a few minutes, at which point the claimant agreed. The claimant accepted this under cross-examination when it was put to him, which is consistent with Mrs Rogers's evidence. Although the claimant later explained that as it was HR he felt that he could not say no. On this basis, the tribunal finds that the claimant was not forced into a meeting but rather entered the meeting voluntarily.

116. The claimant had a meeting with Mrs Rogers on 01 February 2024.

117. During this meeting, Mrs Rogers explained the scope of the Whistleblowing Policy. And she was trying to clarify the contents of the claimant's letter. Mrs Rogers explained to the claimant why she did not think that the letter fell within the policy. The tribunal reached these findings on the basis that the evidence before the tribunal was largely consistent on these matters. Both the claimant and Mrs Rogers referred to the policy being raised. That the letter was discussed. And that Mrs Rogers explained that she did not consider the letter to fall within the Whistleblowing Policy. And this is all consistent with the statement made by Mrs Rogers on 02 February 2024 (see p.233).

118. Mrs Rogers also started to explain to the claimant that she would not be able to discuss other employees with the claimant due to confidentiality. This is again consistent with the contemporaneous document at p.233. Was consistent with paragraph 50 of Mrs Rogers's statement. And consistent with the claimant's general evidence, as he raised that on several occasions that Mrs Rogers raised confidentiality in respect of discussing other individuals.

<u>Conclusions on detriment 2</u>

119. First, the tribunal has found that the claimant was not forced into a

meeting by Mrs Rogers on 01 February 2023. And this is an important finding given the way the allegation is brought. As the claimant has failed to establish the facts on which this allegation is brought then this allegation must and does fail.

120. However, putting the above to one side for a moment, if the tribunal is wrong, the tribunal would have accepted that the claimant perceived this meeting on 01 February 2024 with Mrs Rogers as subjecting him to some form of detrimental treatment. The claimant sent a letter to Mr Turner on 22 January 2024, in which he places some quite serious blame against Mrs Rogers. The claimant is then faced with Mrs Rogers seeking him out to talk to him about the contents of that letter. And this being where the Mrs Rogers was HR. The tribunal can accept the claimant perceiving this as some form of detriment.

121. However, the tribunal would have concluded that it was not reasonable for the claimant to perceive it as detrimental treatment, when considering all of the relevant circumstances:

a. Mrs Rogers is the respondent's sole HR support.

b. The Whistleblowing policy falls within her remit, and she is the person best placed to assess whether something falls within its scope.

c. She would be the best placed person to discuss the policy with employees, given her understanding of how it worked.

d. Mrs Rogers at no point sought to determine any of the allegations lodged against her and made no attempt to discuss these. This was sensible, as had she engaged with the substantive allegations then the tribunal may have considered otherwise.

e. Mrs Rogers focused solely on the policy and why she did not consider that the claimant's letter fell within the policy. Mrs Rogers intention was to explain to the claimant other more appropriate processes and forums to raise these concerns (see para 50 of Mrs Rogers's witness statement)

122. The tribunal concluded that Mrs Rogers was simply carrying out her HR function, although it does consider that it may well have been better to have somebody else hold this meeting given what the claimant had raised in respect of her. In circumstances where the only HR support the company had was Mrs Rogers, and that she was the person who could best explain the policy scope and alternative ways to raise the issues contained in the letter, it was not reasonable for the claimant to perceive the holding of this meeting by Mrs Rogers on 01 February 2024 as a detriment

123. Had Mrs Rogers strayed into discussing or trying to justify the actions that the claimant had raised in respect of her then the tribunal would have reached a different view. However, neither party suggested that this was the case. Rather, the discussion at this meeting remained on policy and procedure and the scope of the whistleblowing policy.

124. Again, even if the tribunal is wrong on this, the detriment claim would still have failed. The tribunal would have found that the reason that Mrs Rogers held this meeting with the claimant on 01 February 2024 was because the claimant raised concerns in a letter dated 22 January 2024, in which he specifically says that he was raising Whistleblowing concerns. Mrs Rogers was the sole HR person at the respondent. The relevant policy fell within Mrs Rogers's remit. She had considered the letter not to fall within the relevant policy. And she was best placed to hold a conversation to explain this position to the claimant. And given that the tribunal has already concluded (see above) that the letter of 22 January 2024 was not a Qualifying Disclosure, even had the tribunal found this meeting to have been a detriment, it would have concluded that it was not held by Mrs Rogers on the grounds of the claimant having made a qualifying disclosure. There is no evidence to lead the tribunal to conclude that this meeting was held specifically because the claimant had made a Qualifying Disclosure on either 19 July 2023 (PID3) or 08 October 2023 (PID5) rather than to have a constructive HR discussion.

125. In the circumstances outlined above, based on tis tribunal's findings and conclusions, this allegation of detrimental treatment on the grounds of having made a Qualifying Disclosure fails and is dismissed.

<u>Detriment 3 On 5th February 2024, C was informed that he was being investigated under the disciplinary process – with false allegations being made against him, without any information or evidence.</u>

126. The Tribunal did consider whether it needed to resolve what happened in the meeting on 01 February 2024 between the claimant and the respondent, with the dispute being around whether the claimant was aggressive or intimidating. Technically, the tribunal probably did not have to, as it unlikely would impact on the decision either way. However, we decided to resolve it as it does provide some background to the decision we make.

127. The tribunal concluded that the claimant did act in an aggressive and intimidating way toward the Mrs Rogers in the meeting of 01 February 2024. In short, the tribunal accepted the evidence of Mrs Rogers on this point and rejected that of the claimant.

128. These findings are never easy to make when it is one person's word against another. And the tribunal makes the point that this is a narrow finding based on the evidence before the tribunal. In making this finding, the tribunal took into account, amongst other matters:

a. Mrs Clark gave evidence under cross-examination that she witnessed Mrs Rogers flustered directly after the meeting. Mrs Clark did not try to exaggerate this, but was clear that she did not know what had happened on 01 February 2024, but that she asked Mrs Rogers if she was ok, as she came out of a smaller office and appeared overwhelmed and flustered. There is some criticism of Mrs Clark on this, given this was not contained in her witness statement. However, the tribunal had no reason to doubt this evidence.

b. The statement produced by Mrs Rogers at p.233 is the best evidence that the tribunal has. This was created at the time. This clearly sets out what Mrs Rogers observed. The claimant for the first time raised a question as to when this was completed and whether it was fabricated in some way. However, this clearly was the basis of the letter sent to the claimant on 05 February 2024 (see pp.234-235) and therefore the tribunal rejected this suggestion by the claimant and considered this statement to be fairly accurate given its proximity in time to the events and to have been creatd on or around 02 February 2024. .

c. The claimant explained that his memory was not too good on this meeting. However, he conceded several points under cross-examination that was consistent with the document at p.233. This included his initial reluctance to enter the meeting before agreeing to, the reference to the Whistleblowing policy, that Mrs Rogers did not consider that his letter fell within the scope of the policy, that he raised concerns about somebody killing themselves if they didn't take stress seriously, and that Mrs Rogers raised confidentiality. All this supported the tribunal's finding that the statement at p.233 was on balance an accurate record of what Mrs Rogers had witnessed.

d. In the claimant's exit interview, which the claimant has not said is inaccurate, the claimant is recorded as saying that he had raised his voice because he didn't want to listen to this unpleasant conversation anymore (see p.241l). This again supports the tribunal's finding.

129. The tribunal considered on balance, given the evidence before it, the claimant likely did lose his temper, did raise his voice to the extent where he was shouting and was acting in a manner that Mrs Rogers could perceive and did perceive as aggressive and intimidating.

130. Mrs Rogers set out her statement of the meeting on 01 February 2024 on 02 February 2024 (see p.233).

131. As a consequence of the behavioral issues raised by Mrs Rogers, the claimant was handed a letter on 05 February 2024, inviting him to an investigation meeting (pp.234-235). Mr Turner had been appointed to conduct the investigation. This meeting was the first part of an investigation and was to gather information on what had happened in the meeting of 01 February 2024. This meeting was not disciplinary action in itself.

<u>Conclusions on detriment 3</u>

132. Given the findings above, the respondent was faced with a statement from their HR representative highlighting behavioural concerns with the claimant in the meeting of 01 February 2024. The claimant himself, when it was put to him, accepted that where behavioural concerns of an employee are raised in the workplace it would be reasonable for an employer to investigate them.

133. Given that this was a preliminary investigation being undertaken to get an understanding of what happened in the meeting of 01 February 2024

in light of the issues raised by Mrs Rogers which included behavioural concerns, and given the claimant accepts that investigating such behavioural concerns would be reasonable, this tribunal concludes that the claimant did not perceive this as a detriment nor would it be reasonable for him to do so.

134. Further, the tribunal has made a finding about the claimant's behaviour in that meeting, and concludes that the allegations raised by Mrs Rogers, on balance, were not false. And that the respondent had evidence insofar as a written account by Mrs Rogers dated 02 February 2024.

135. Taking all these circumstances into account, the tribunal does not accept that the claimant perceived this as detrimental treatment, and even if he did, it would not be reasonable for him to do so. Given these conclusions, the tribunal does not consider this to be the subjecting of the claimant to a detriment in the legal sense, and this claim fails.

136. And further, even if the tribunal is wrong, the claimant was informed that he was being investigated on 05 February 2024 because of the concerns raised by Mrs Rogers. Not because he had made a qualifying disclosure. And that is the clear and supported reason for the investigation. The tribunal finds that the issues raised about the claimant's behaviour at the meeting of 01 February 2024 by Mrs Rogers as being the reason for him being invited to an investigation meeting, and it was not because he made a Qualifying Disclosure.

137. In the circumstances outlined above, based on this tribunal's findings and conclusions, this allegation of detrimental treatment on the grounds of having made a qualifying disclosure fails and is dismissed.

<u>Constructive dismissal</u>

When did the claimant decide to leave the employment of the company?

138. The claimant decided that he was going to leave the employment of the company on or around 03 October 2023.

139. The finding above was a difficult one for the tribunal to make, due to the changing nature of the claimant's evidence. The claimant on various occasions stated specific dates when he had decided that he no longer intended to remain with the respondent. And the tribunal was tasked with determining which of those dates was the date that the claimant had made up his mind definitively to leave the employment of the respondent. The tribunal considered the following evidence:

a. On the first day of evidence, the claimant stated under cross-examination that during COVID, when the respondent opened its first investigation into him, this being around 05 February 2021 (see p.116), the claimant had decided that there was something not right with the company and had decided that he no longer wanted to stay with them.

b. On the second day of evidence, the claimant's position had changed.

The claimant explained that in February 2021, it was not about leaving the company but that he had decided that he could not stay working in the warehouse and wanted to move department. And that is what he had decided in February 2021. And that he decided to start an engineering course at Preston College, as he was aware a position was opening up with the respondent.

c. The claimant then explained that it was 07 July 2023 that he decided that he was leaving the company. And that he had decided at that stage that he no longer wanted to be at this company.

d. However, the claimant then changed this evidence again. He explained that in July 2023 he was not thinking about resigning. But rather he just started planning for the future. That he was not willing to leave immediately at that stage as he had a family to support. He explained that he had simply started planning for the future.

e. On 03 October 2023, the claimant started to apply for other jobs (see p.219).

f. On 27 October 2023, the claimant wrote to Mrs Clarke, the respondent's Managing Director and stated:

> "*Regardless the results of the investigation I will not take this case higher up as I am planning to leave anyway. In my opinion, Alsico has no future with the existing Management and their bullying behaviour. It looks like they do not understand the impact of Brexit on the labour market when they offer people to leave if they are unhappy with their decisions. This is why I would like to provide some information to you outside my Grievance, so you have better understanding of the situation within the company.*"

g. The claimant attended a first interview for the company he is currently employed by in December 2023. The claimant had another interview in December 2023 with another company.

h. The claimant had a second interview with the company he is currently employed by in January 2023. This was the claimant's evidence under cross-examination.

i. The claimant during this period was offered other jobs but rejected them as they were not good enough for him to leave.

j. The claimant handed in his resignation on 13 February 2024 (see p.241). In which he gave 2.5 weeks' notice. This meant that the claimant's notice period ended on 29 February 2024.

k. The claimant started new employment on 01 March 2024. This being the day after his notice period expired.

140. The tribunal concluded that in February 2021 and July 2023, the claimant's decision to leave the employment of the respondent had not yet

crystalized. Rather, it accepts the claimant's explanation that he was simply planning for the future at this stage and considered that his long-term employment would unlikely be with the respondent, or at the very least not be within his current role/department with the respondent. This is consistent with the claimant having applied for the role of Maintenance Engineer in July 2023 (see p.148).

141. However, the evidence did lead the tribunal to conclude that the claimant had made a definitive decision to leave the employment of the respondent on or around 03 October 2023. However, that he would not leave until he secured suitable alternative employment. This is clear from the actions of the claimant. Not only did he start applying for alternative employment (and attend interviews) from this date, but he wrote to the Managing Director and made it clear that he was planning to leave the respondent. And it is in those circumstances that the tribunal decided that the claimant had decided to leave the employment of the respondent on or around 03 October 2023 and it therefore rejects the claimant's submission that this decision was not made until 05 February 2024 when he was handed the investigation meeting invite.

Did the respondent conduct itself in a manner that destroyed or seriously damaged the relationship of trust and confidence?

142. The claimant's resignation letter dated 13 February 2024 (p.241) lists 5 matters that he says were taken into account when he decided to resign. However, given the tribunal's finding above as to the date when the claimant had decided that he would no longer be continuing in the employ of the respondent, only that relating to 19 July 2023 had taken place, and the others (which all post-date 03 October 2023) had no bearing on that decision.

143. Turning to the claimant's email of 19 July 2023 (see pp.156-157), the claimant's case is that the respondent refused to investigate matters he had raised and that they remained unsolved, and it is this inaction that breached the implied term of trust and confidence such that he was forced to resign. So, turning to each of the issues raised and the findings of the tribunal with respect the actions or inactions of the respondent:

a. The first matter related to a historic event (Matt's injury). And the claimant is merely asking why they were unloading unsafe wagons until one of the workers was knocked down. The claimant was clearly not raising an ongoing issue that needed investigation or remedied. This could not therefore be an inaction that in any way impacted on the implied term. And anyways, this concern was looked into by Mrs Rogers, and she discovered that the incident had been properly recorded. The claimant under cross-examination explained that he did not doubt that Mrs Rogers looked into it. And the tribunal has seen the accident record in respect of this incident (p.145). In these circumstances, when considered objectively, this cannot be an inaction that in any way impacts upon the implied term such as to support that the claimant's resignation was a constructive dismissal. First, there was action in that Mrs Rogers, and secondly there was not a continuing state of affairs for which any action was needed.

b. The second matter related to a damaged door opening button inside the lift. Mrs Rogers made enquiries about this and was informed that the relevant part was on order (see para 18(c) of Mrs Roger's Witness Statement). On the claimant's own evidence this was resolved by October 2023, and sometime before he resigned, him having confirmed this on two occasions under cross examination and in his witness statement at para 32. This therefore could not be an inaction, when considered objectively, that was going to a breach of the implied term such as to support that his resignation was a constructive dismissal. The claimant's real complaint appears to be that he was not provided with any corroborating evidence (see para 32 of the claimant's witness statement). However, the claimant was not responsible for health and safety at the respondent and not providing him with such materials would not lead this tribunal to find him to have been constructively dismissed.

c. The third matter related to light bulbs around the warehouse and issues around the light sensor. However, the claimant provided very little detail around which light bulbs were causing him concern. Despite this, the claimant's own evidence was that Mr Butterworth had invited electricians to look at light bulbs before he resigned. Mr Butterworth in his statement at paragraph 19 explained the process for replacing light bulbs in the warehouse. Mr Butterworth's evidence was also that it had been explained to the claimant that the lighting had been installed by a competent contractor and was deemed sufficient. The claimant did not dispute this. Furthermore, the tribunal finds that Mrs Rogers had made enquiries into the lighting timer and identified that these had recently been checked and found to be suitable (para 18(c) of Mrs Rogers's witness statement). The claimant when he raised a grievance on 08 October 2023 does not identify this as an ongoing issue, despite him raising other health and safety issues in this document. The tribunal concludes that this was not causing him any significant concern around 08 October 2023 and that the claimant must have been satisfied that action had been taken (also see reference to the claimant's email of 20 July 2023, below), or at least it was not a concern that was impacting on his continuing employment. The issue of lighting was raised in the claimant's exit interview (see p.241G and 241I) and recorded as an ongoing issue. However, it is unclear specifically what the claimant is referring to as an ongoing issue and whether it was the light sensor or the broken bulbs. The tribunal does not consider this, when considered objectively, to be inaction, given the enquiries and investigation undertaken by Mrs Rogers and Mr Butterworth, that would in some way breach the claimant's implied term of trust and confidence.

d. The fourth matter relates to the fire safety route, where the claimant raises specific matters around its width and obstructions. The claimant raised these same concerns with the Lancashire Fire and Rescue Service (p.198). They visited the respondent's premises on 24 October 2023. They provided a schedule of improvements for the respondent. Lancashire Fire and Rescue Service issued a 'Letter of Fire Safety Matters' to the respondent on 24 October 2023 (pp.199-

202). Although this letter raises two matters of improvement in its Schedule of Fire Safety Improvements (pp.201-202), neither of these relate to issues raised by the claimant. In short, Lancashire Fire and Rescue Service did not agree with the concerns raised by the claimant, at least at the time of their visit. The tribunal concludes that at least as of 24 October 2023, the issues that the claimant raised either did not exist or they had been rectified by the respondent. Either way, there was no action required with respect that matters the claimant was raising by the time he resigned. For the avoidance of doubt, the respondent engaged with this process. The tribunal concludes that either action had been taken for, or no action was needed for, the issues raised by the claimant. When considered objectively, the tribunal concluded that this therefore did not impact on the claimant's implied term of trust and confidence.

e. The fifth issue related to collapsed shelves that had been loaded with boxes. The claimant asks the question as to who was responsible for this. The claimant explained under cross examination that he provided no specific information to Mrs Rogers about this, nor did he send any photos. The extent of the information that he provided was that in the letter of 19 July 2023. The tribunal accepted the evidence of Mrs Rogers, which did go unchallenged, that she did look into the shelves but could not find any shelving issues down the special aisles and that there was no ongoing issue to be addressed (see para 18(d) of Mrs Rogers's witness statement). And this is somewhat consistent with para 21 of Mr Butterworth's witness statement, where he explains that on occasion there are collapsed shelves but that these are resolved as they are identified. And that the respondent has a strategy in place to address this issue. The claimant did not suggest that such a strategy did not exist but simply explained that he was not sure if such did exist. The tribunal considered both Mrs Rogers and Mr Butterworth's evidence to be reliable on this issue. In short, collapsing shelves did happen occasionally in the respondent's warehouse, however, they were addressed at the point of being identified. The respondent took such action when it was necessary. The tribunal also notes that the claimant does not raise this matter again in his grievance of 08 October 2023. The tribunal concludes that either action had been taken for, or no action was needed for, the issues raised by the claimant. When considered objectively, the tribunal concluded that this therefore did not impact on the claimant's implied term of trust and confidence.

f. The sixth issue relates to the lack of a Shift Manager or Supervisor in afternoon shifts after Mr Butterworth had gone home. The tribunal finds that in between afternoon shift managers Ms Alison Sharp would provide health and safety support. This fell within her remit as a warehouse operative with keyholder responsibilities. And further, that Mr Butterworth was contactable by mobile where Ms Sharp was not available (see para 22 of Mr Butterworth's witness statement). The claimant accepted that Mr Butterworth's evidence may be accurate on this. Given the clear evidence of Mr Butterworth on this matter, which is entirely consistent with para 18(f) of Mrs Rogers's witness statement, and the claimant not giving any evidence to the

contrary and accepting that it may be accurate, the tribunal found the respondent's evidence to be accurate. And again, the tribunal concluded that there was no inaction by the respondent, when looked at objectively, went to breaching the claimant's implied term of trust and confidence.

144. The claimant emailed the Mrs Rogers on 20 July 2023 (see p.162), the day after the issues above were raised, and he explained the following:

> "*Regarding my wistle-blowing report, John has been running around the warehouse today talking about health and safety. It looks like someone informed him about the issues already and he started sorting them out. Hopefully, when you will be back there will be nothing to investigate.*"

Constructive dismissal: has there been a fundamental breach?

145. If the tribunal's analysis is correct, and the claimant made his decision that the respondent had conducted itself in a manner that had forced him to resign on or around 03 October 2023, only those matters raised in his resignation letter that had taken place before that date could have had any impact on that decision. In short, that can only relate to his allegation that the respondent had failed to investigate the matters that he had raised in his letter of 19 July 2023 and that they remained unsolved.

146. Given the tribunal's findings above, the tribunal does not accept that the respondent had ignored the claimant's concerns and that the issues he had raised remained unsolved. And that such inaction was such that it was conduct by the respondent that destroyed or seriously damage the relationship of trust and confidence, without reasonable and proper cause, between the claimant and the respondent.

147. The respondent has clearly engaged with the issues raised by the claimant, and where an issue was identified did what it could to resolve it. The approach by the respondent in respect of each of those matters, either individually or collectively, cannot be said, when considered objectively, to destroy or seriously damage the employment relationship. And this conclusion, is, at the very least, supported by the claimant's own email of 20 July 2023, where he acknowledges that the respondent is 'sorting' out the issues that he has raised and suggested that there would be nothing for Mrs rogers to investigate when she was back. The claimant has failed to provide evidence to the tribunal which supports that the claimant failed to take action on the matters that he has raised and that they remained unsolved throughout his employment such that is breach the implied term of trust and confidence.

148. However, the tribunal has also considered its position in the event that it was wrong with respect the date on which the claimant had decided that the employer had repudiated his contract.

What if the date the claimant decided to resign was 05 February 2024?

149. If the claimant's later date of 05 February 2024 had been found by

the tribunal to be the correct date to assess the constructive dismissal, then the following matters would also have been taken into in his decision to resign from his post (this is limited to those matters the claimant explained to the tribunal were the reasons why he said he resigned, as noted in the list of issues above):

a. The respondent failed to take action in respect his email of 13 September 2023.

b. The claimant's grievance of 08 October 2023 was ignored and the respondent failed to take action.

c. The respondent failed to take action in respect his letter of 22 January 2024.

d. Subjecting the claimant to the detriments as pleaded.

150. Turning to each of these in turn.

151. With respect the 13 September 2023 email:

a. Around September 2023, the respondent introduced a requirement for all warehouse staff to wear safety boots.

b. The warehouse staff were made aware of this.

c. The warehouse staff were asked to provide their shoe size. And signed a sheet to confirm that they had been briefed and received this information (see pp.253-254).

d. The respondent used a stock of safety boots that the considered to be safe and up to the requisite standard, and which they had supplied to a client.

e. All warehouse staff were given the option to either wear the safety boots provided to them by the respondent, or they could source and wear their own, so long as they were safe.

f. The claimant emailed Mrs Rogers, having worn the boots supplied for less than 2 days. He explained that he had returned them and raised complaints about the boots being uncomfortable and of poor quality, and that many were being forced to purchase their own safety boots.

g. There were no other formal concerns raised to Mrs Rogers by other members of staff.

h. The claimant purchased his own boots and used these instead.

152. The respondent gave all warehouse staff an option, either wear the safety boots supplied by them or they were allowed to source their own. The claimant was allowed to wear his own safety boots to attend work, in circumstances where he only tried those supplied to him for less than 2

days. This is not conduct by the respondent, when considered objectively, that in any way breaches the implied term of trust and confidence. The claimant's real gripe appears to be that he had to pay for his boots. And although it may be good practice to cover such costs, not doing so would not lead to a finding of such a repudiatory breach.

153. With respect the claimant's grievance of 08 October 2023:

a. The claimant raised a grievance on 08 October 2023. In it, he raises various issues. Relevantly, he raises that people were putting extremely heavy boxes on top shelves, there were damaged ladders, there was inequality around who had to jump on wagons, there was an uncomfortable slim fit uniform, and the issue of safety shoes were raised again.

b. Mrs Rogers emailed the claimant on 12 October 2023 (see p.186-187). This explained the process. Attached was a letter that acknowledged the claimant's grievance and explained that this required investigation. This further explained that the claimant would need to co-operate and this may include him providing names (this was due to the allegations raised by the claimant being unspecific). The claimant was provided with the grievance policy (p.189).

c. The respondent replied to Mrs Rogers on 12 October 2023. This explained that he was absent with stress and that he would be off the following week too. The claimant was signed off until 26 October 2023 (see p.186, p.188 and p.191).

d. On 13 October 2023, the claimant called Mrs Rogers with respect his grievance. It was explained to him that issues relating to other workers would not be able to be discussed with him. After this phone call Mrs Rogers wrote to the claimant to confirm that his grievance would be placed on hold, as he was currently off sick with stress (p.192).

e. On 27 October 2023, the claimant wrote to Mrs Clarke and asked her to lead the investigation into his grievance (p.216).

f. On 31 October 2023, Mr Turner wrote to the claimant. This explained that he had been appointed to investigate the claimant's grievance and that the claimant was invited to attend a grievance meeting on 06 November 2023 (pp.217-218).

g. On 01 November 2023, the claimant wrote to the Board of Directors to withdraw his grievance (p.220).

h. On 03 November 2023, Mr Turner wrote to the claimant to acknowledge that the claimant's grievance had been withdrawn and also to invite the claimant to an informal meeting to discuss the reasons behind the withdrawal (p.221).

i. Mr Turner met with the claimant on 06 November 2023, details of which were committed to an email dated 07 November 2023 (p.224).

This explained that Mr Turner was still going to investigate the matters raised by the claimant as they concerned health and safety concerns, and invited the claimant to provide any further information to support the investigation.

j. The claimant did not provide any further information.

k. Mr Turner did investigate the matters raised by the claimant. On investigating the issues, Mr Turner identified one area of concern. Mr Turner identified that there was a gap in training for carrying excessive loads and the manual handling training was updated accordingly and given to staff in December 2023. The tribunal accepts Mrs Rogers's witness statement at paragraph 45 to be accurate. The claimant explained under cross-examination that he is not saying whether the training was updated, but that he cannot remember. Due to the claimant's poor memory on this, the tribunal preferred the evidence of Mrs Rogers.

154. The claimant raised a grievance and then withdrew it. And despite this, the respondent still investigated the matter as it considered the issues raised to be important health and safety issues. The action of the respondent is not one that supports a finding that there has been action or inaction that it some way breaches the implied term of trust and confidence. If the respondent was one that did not care about health and safety, then it could have ended any consideration of the matters that the claimant had raised at the point he withdrew his grievance. To the contrary, it decided to continue and investigate matters and took action where it was identified that action was necessary.

155. With respect the claimant's letter of 22 January 2024, this issue has largely already been addressed when considering PID7 and detriment 2 above. For the avoidance of doubt, the claimant raised issues that concerned other individuals and referred to the document as raising whistleblowing concerns, which led to a meeting between the claimant and Mrs Rogers. At its height, Mrs Rogers explained to the claimant in a meeting on 01 February 2024 that she could not talk to him about issues concerning other employees for confidentiality reasons, that the document in her opinion did not raises whistleblowing concerns and that there were different and more appropriate forums rather than the whistleblowing policy that was better suited to the issues he raised.

156. The tribunal considers the approach adopted by Mrs Rogers to be a reasonable and appropriate HR approach to the contents contained within the claimant's letter of 22 January 2024. This was not an attempt to avoid taking action on the matters it raised. In those circumstances, this is not, when considered objectively, action or inaction on the part of the respondent that in any way causes a breach to the implied term of trust and confidence.

157. With respect the detriments, the tribunal has already concluded that none of these matters reached the level of being detrimental treatment. And likewise concludes that they do not present action or inaction on the part of the respondent that in any way causes a breach to the implied term of trust and confidence. And more specifically, not allowing the claimant a space at

the Christmas party where there was no space available and where he had not met the required deadline in no way breaches the implied term. Neither does HR holding an informal meeting to discuss the correct process to be followed in respect of issues raised by the claimant in his letter of 22 January 2024. And investigating behavioral concerns raised about the claimant's conduct and inviting the claimant to an investigation meeting to hear his side of events is not action that, when considered objectively, destroys or seriously damages trust and confidence between the claimant and respondent. And in any event this was done with reasonable and proper cause.

158. In conclusion, even if the tribunal had accepted that the claimant's decision to resign had not crystallized until the later date of 05 February 2024, it would have concluded that none of the matters relied on, either individually or collectively, could be considered, when viewed objectively, to be action or inaction that destroyed or seriously damaged the relationship of trust and confidence between the claimant and the respondent. The respondent in those circumstances have not acted in a manner that is a repudiatory breach of the claimant's employment contract. And the claimant has been found to have resigned on 13 February 2024 and not constructively dismissed.

Causation?

159. If the tribunal's primary analysis is correct, and the claimant had decided to resign due to what he perceived as a repudiatory breach of his contract on or around 03 October 2023, then his claim would have failed because of affirmation of the contract.

160. There is a significant period of time between that date and when he did hand in is notice on 13 February 2023. During this time, save for periods of sick leave, the claimant continued to work for the claimant without protest. He continued to engage with the respondent in a manner with continuance of the contract in mind, including attending an investigation meeting as a companion for a co-worker. The tribunal does have sympathy with the claimant's submission that he needed to work to support his family. However, the claimant's own evidence was that he had been offered other roles during the period 03 October 2023 and 13 February 2024 but turned these down. The tribunal would have concluded that in those circumstances the claimant had affirmed the contract.

161. Turning to the tribunal's alternative position. If the tribunal had taken 05 February 2024 as the correct date as to which to assess the constructive dismissal, the tribunal would still have found that the claimant did not prove that the breach of contract was the cause of his resignation, for the following reasons:

a. The claimant started applying for jobs by 03 October 2023 at the latest. He made further applications around 31 October 2023 (see p.219).

b. On 27 October 2023, the claimant wrote to Ms Clarke. This included reference to 'I will not take this case higher up as I am planning to

leave anyway' (see. p.216).

c. The claimant was interviewed for the job he currently holds in December 2023. And or which he had a second interview during January 2024. This was the claimant's evidence under cross-examination.

d. The claimant was interviewed for other jobs too, including in December 2023. The claimant received some offers of employment but not consider any of the others to be good enough for him to leave the employment of the respondent. This was the claimant's evidence under cross-examination.

e. The claimant in his resignation letter gave 2.5 weeks' notice. This is specific period of notice (p.241). This specified that his last day of work for the respondent would be 29 February 2024.

f. The claimant started work for his new (and current employer) on 01 March 2024.

162. In the circumstances set out above, the tribunal would have concluded that at some point in February 2024, the claimant had secured alternative employment, with a start date of 01 March 2024. And that is why he gave 2.5 weeks' notice rather than the 4 weeks he had to give under his contract (see clause 32 on p.99). And the reason for his resignation was not because of a breach of contract by the respondent, but because the claimant had secured alternative employment.

Conclusion

163. For the reasons set out above, all claims brought in this case have failed and have been dismissed.

Approved by:

Employment Judge M Butler

Date: 13 October 2025

JUDGMENT SENT TO THE PARTIES ON

19 November 2025

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

Recording and Transcription

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

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