



EMPLOYMENT TRIBUNALS

Claimant: Miss M Beckett
Respondent: CVS (UK) Ltd
Heard at: Bristol Employment Tribunal (by Cloud Video Platform)
On: 12 and 13 March and 17 April 2026
Before: Employment Judge Hallen- Sitting Alone

Representation

Claimant: Mrs D. Beckett- Claimant's mother
Respondent: Mr. D. Chapman- Solicitor

JUDGMENT

This has been a remote hearing which has not been objected to by the parties. The form of remote hearing was by Cloud Video Platform. A face-to-face hearing was not held because the relevant matters could be determined in a remote hearing via the Virtual Region.

The unanimous judgment of the Tribunal is that: -

1. The Claimant's claims for unlawful deductions from wages will by consent be paid by the Respondent to the Claimant in the sum of £813.60.
2. The Claimant's claim for unfair constructive dismissal is made out and succeeds.
3. The Respondent will pay the Claimant the sum of £2,450.00 in respect of a basic award and the sum of £9,495.17 in respect of a compensatory award.

REASONS

Background

1. The Claimant was employed by the Respondent as a veterinary surgeon from 21 September 2020 until 2 August 2024. She resigned from her employment by letter dated 2 July 2024 stating that due to the Respondent's conduct she could not continue to work for the Respondent any longer. The case came before Employment Judge Sanger on 1 September 2025 at which the judge set out the legal claims and issues and gave directions to the parties to be ready for the substantive hearing before me. With respect to the case, there were two claims that I had to determine. Constructive unfair dismissal and unlawful deductions from wages. The Respondent during the hearing, accepted that the Claimant had made out this claim and offered to pay her the sum of £813.60 in respect of this claim and accordingly I have adjudged that this amount will be paid to the Claimant by the Respondent.

2. The only claim that was left for me to determine at the substantive hearing before me was the claim of constructive unfair dismissal. Judge Sanger set out the issues in this claim after the Respondent confirmed that it was not asserting that the reason for dismissal was lawful.

3. The issues for me to decide were: Was the Claimant dismissed? Did the Respondent do the following things: (a) hold a disciplinary hearing or meeting with the Claimant on 21 May 2024 which was in breach of policy and procedure, in that there were two people present and the meeting should have been held in private and conducted by the Claimant's line manager; (b) bully the Claimant during the course of that meeting by producing false accusations relating to the Claimant's behaviour and by failing to pause the meeting when the Claimant became upset; (c) bully the Claimant after that meeting, by sending emails which required her to sign a record of discussion which was inaccurate; require the Claimant to work for hours outwith her contract of employment between 2 July and 2 August 2024; (d) require the Claimant to work without lunch breaks as a regular occurrence throughout the course of her employment; (e) fail to discharge its duty of care to the Claimant by failing to take account of an Occupational Health report prepared as part of the Claimant's phased return to work in April 2024; (f) fail to discharge its duty of care to the Claimant generally in requiring her to work in stressful conditions with little support and no back up plan in the case of staff absence. Did those actions breach the implied term of trust and confidence? The Tribunal will need to decide: (a) whether the Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the Claimant and the Respondent; and (b) whether it had reasonable and proper cause for doing so. Did those actions breach any express terms of the contract of employment? Was the breach a fundamental one? The Tribunal will need to decide whether the breach was so serious that the Claimant was entitled to treat the contract as being at an end. Did the Claimant resign in response to the breach? The Tribunal will need to decide whether the breach of contract was a reason for the Claimant's resignation. Did the Claimant affirm the contract before resigning? The Tribunal will need to decide whether the claimant's words or actions showed that they chose to keep the contract alive even after the breach.

4. In respect of remedy, I had to decide the amount of the basic award and compensatory award that the Claimant was entitled to. In particular what were the losses attributable to the dismissal and whether the Claimant has taken reasonable steps to mitigate those losses. After the hearing on 13 March 2026, I directed that the Claimant provide the Respondent with her witness statement relating to remedy and that the Respondent provide the Claimant with a counter schedule of loss.

5. I had had before me an agreed bundle of documents made up of 314 pages and a supplementary bundle made up of 28 pages. I heard first from the Claimant. She had prepared a witness statement. She also called her mother, Mrs. Diane Beckett, as a witness and she had also prepared a witness statement. Mrs. Beckett's evidence related to the claim for unlawful deduction of wages and as I say above, the Respondent agreed that the Claimant was owed the sum of £813.60 so her evidence before me was not relevant to the claim of constructive unfair dismissal. The Respondent attended with one witness, namely Lucy Millett, Practice Director. All of these witnesses prepared witness statements and were subject to cross examination and questions from the Tribunal. I delivered my oral judgement at the conclusion of the liability hearing on 17 April 2026. However, I also confirmed to the parties that I would send out a full written judgment.

Facts

6. The Respondent is a mixed practice corporate veterinary group based in the UK. It was founded in 1999 and employs more than 6000 staff at around 500 sites in the UK, the Republic of Ireland, the Netherlands, and Australia. The Claimant commenced employment with the Respondent on 21 September 2020 as a Veterinary Surgeon at Pet Doctors in Chichester. She resigned, providing one months notice, on 2 July 2024 and her employment came to an end on resignation on 2 August 2024. Although her contract required her to give three months written notice, the Respondent chose to accept the Claimant's one months written notice. The effective termination date was therefore 2 August 2024.

7. The management structure at the Chichester hub while the Claimant was employed was Ms. Millett as Practice Director, 2 Head Vets, 3 to 4 Vets (including the Claimant), 2 Head Nurses (with a Nursing Team), and a Head Receptionist (and Reception Team). There was no dedicated management at one site, they were all jointly responsible for management of the Chichester hub with Ms. Millett's support. Ms. Millett was also the wellness coach for the Respondent. GE was Head Vet at the Chichester hub until 25 May 2024 when her employment ended. For the majority of the Claimant's time at CVS, GE was her Line Manager.

8. From the commencement of her employment with the Respondent the Claimant worked long hours and had busy days without lunch breaks. She undertook unpaid overtime as and when necessary. During the course of her employment, she was not subject to informal or formal disciplinary action.

9. In October 2023 there were increasing problems at Felpham surgery where the Claimant predominantly worked and a toxic environment as a result of differences between receptionists and the professional staff. The Claimant had concerns over the care of the animals which she expressed to management verbally. Ms. Millett asked the Claimant to put those concerns in writing which she did by email on 19 October 2023. She

asked for a meeting with both head vets to discuss and sort out all the problems regarding animal care. These matters were worrying to the Claimant and causing her stress. The meeting did not materialize. The toxic atmosphere that the Claimant was expected to work in continued to cause her stress. In spite of her correspondence to the Respondent of 19 October 2023, the Claimant was not convinced that the Respondent was taking seriously her concerns relating to her health and the problems at the clinics. As a consequence, her mental health suffered and she had no alternative but to go to her doctor on the 3 January 2024. He said that she needed two months break and signed her off for burnout/work related stress and consequent mental health problems.

10. A return-to-work meeting was arranged with GE for the 20 February 2024. Before this meeting the Claimant wrote a letter dated 13 February 2024 to GE outlining the reasons for her health problems. These included not just the general mismanagement of the clinics, but also the below standard animal care that she had witnessed. The management issues included the friction between reception staff and the professional staff in terms of making appointments for the vets. She outlined the lack of clarity regarding management of Felpham, the fact that some staff were working long hours and it was impacting on their health, issues related to animal welfare and issues related to the use of computer hardware at the surgery. In the email she confirmed that she had suffered from a deterioration in her mental health as a result of these matters.

11. GE responded to the Claimant's letter by email dated 21 February 2024 confirming that the Claimant would return to work on 5 March on a phased return to work basis outlining some of the action that the Respondent would take to support her in that phased return to work as well as some of the steps that the Respondent would take to alleviate her concerns about working practices at Felpham.

12. Sometime in February 2024, GE instructed Marigold Health to prepare an occupational health report on the Claimant asking a number of questions that related to her phased return to work in March 2024. Two of these questions was *'In your medical opinion, is there any reason connected with Michelle's health and wellbeing that may contribute to her mood and occasional uncivil behaviour towards colleagues? Is there any support that we can provide to Michelle in this regard?'* The report was prepared by the Occupational Health Physician (OHP) and was dated 3 May 2024. In response to the questions asked of him by GE, the OHP responded, *'In my medical opinion, Michelle's health and wellbeing, particularly her history of work-related stress and depression, could contribute to mood fluctuations and occasional perceived uncivil behaviour towards colleagues. It is important to consider these factors as they can impact her interactions at work. To support Michelle with her mood and behaviour at work, it would be beneficial to implement a Wellness Action Plan to monitor her wellbeing and provide support as needed. Additionally, ensuring that she has access to her employer's wellbeing resources, such as an Employee Assistance Programme (EAP), could offer further support for her mental health.'*

13. The Claimant returned to work on 5 March 2024 on a phased return basis. Despite the plan set out in the risk assessment dated 15 March 2024 the Claimant noted that she was still working under stress and not able to take her lunch breaks due to the pressure that she was under when she returned to work. For example, on 27 March 2024 she was rostered at Felpham in sole charge and again had no time for a lunch break. The Claimant wrote to the Respondent on this date advising of some issues that had arisen since she

had returned to work such as out-of-date drugs and drugs not being stored correctly. She confirmed in the email that these matters had led to a stressful day for her. Ms. Millett wrote to the Claimant by email dated 28 March 2024 thanking her for bringing these matters to her attention.

14. On 18 April 2024, the Claimant was contacted out of hours at 7.41 am in the morning by Lucy Millett regarding her dog 'Hattie', who was not well and needed the attention of a vet. This work was in addition to the rostered work that the Claimant was required to do that day. The Claimant helped Ms. Millett in addition to doing this work and continued to answer her questions at 20.10 pm. During this day she carried on with her duties and again had no lunch break, no extra assistance or backup from management. No member of the management team checked to see if the Claimant was managing on such a hard day. Even after working over 10 hours that day on phased return Lucy Millett did not enquire in her texts that night or the next day if she was okay after such a stressful day. Ms. Millett confirmed at the hearing that she did not ask how the Claimant was managing with regard to her phased return to work or how she was doing generally.

15. On 16 May 2024, GE wrote an email to the Claimant inviting her to a handover meeting on 21 May 2024 as GE was leaving the employment of the Respondent and Ms. Millett would be taking over the management of the Claimant directly. The email stated, *'.....I need to go through my last performance review with you before the end of financial year, make sure Lucy is on board with everything as she is taking over and I think she wants to have a discussion with you too.'* At the Tribunal hearing, the Respondent stated that this was an invitation to an informal disciplinary meeting as part of the Respondent's disciplinary procedure. The invitation made no reference to this fact at all, nor did it reference what the discussion would be about or the concerns that would be discussed at that meeting. This was in spite of paragraph 4.5 of the informal disciplinary procedure that stated that *'The purpose of any informal discussion is to ensure that the employee understands the nature of the concerns, expectations of improvements in conduct and where appropriate timescales and the nature of any support available. The employee should be notified that if they do not improve then they may be subject to formal disciplinary action as set out below'*. Ms. Millett confirmed to me at the Tribunal hearing that she did not read the disciplinary procedure before inviting the Claimant to the informal disciplinary meeting on 21 May 2024. Furthermore, she recognized that as the Claimant did not know of the Respondent's concerns before this meeting, she would not be adequately prepared at the meeting to discuss them.

16. The Claimant attended the handover meeting on 21 May 2024 with both GE and Ms. Millett. Unsurprisingly the Claimant did not expect anything untoward to occur at the meeting as she was under the impression that as Ms. Millett was taking over as her line manager because GE was leaving it was just a handover meeting. As well as this both parties knew that the Claimant had an operation on a pet to carry out after the meeting. However, without prior warning, Ms. Millett started making complaints and allegations about the Claimant's behaviour and specifically relating to the uncivil way that she spoke to colleagues. Ms. Millett accepted at the hearing that no examples of this alleged uncivil conduct towards colleagues were given to the Claimant at the meeting. Ms. Millett explained that the reason for this was because the complainants had asked to remain anonymous. As a result of the accusations made against the Claimant at this meeting none of which she had prior notice, she became very distressed and upset. As part of the informal disciplinary process, Ms. Millett told the Claimant that she would be required to

sign a record of discussion that would be sent to her following the meeting to confirm its accuracy.

17. At the Tribunal hearing, Ms. Millett admitted that she did not read the OH report dated 3 May 2024 prior to the informal disciplinary meeting on 21 May 2024 nor did she take into account the fact that the Claimant's work-related stress could contribute to her mood fluctuations and occasional perceived uncivil behaviour towards her colleagues. She also confirmed that prior to the disciplinary meeting she did not consider any wellbeing resources that maybe applicable in such circumstances. This was because she had not read the OHP report prior to the disciplinary meeting.

18. The OHP also said in his report that *'Based on the information provided, it is likely that the Michelle is covered by the Equality Act 2010, as her health conditions, including work-related stress, immune-mediated arthritis, and a history of depression, could be considered disabilities under the definition set out in the Act.'* In the Respondent's disciplinary procedure at paragraph 14, it stated that *'Where an employee or their companion has a disability that may have an impact on their ability to participate fully in this procedure, or if they need assistance because English is not their first language, the employee/their companion should notify the manager leading the process or the ER department who will assist in making appropriate arrangements.'*

19. Ms. Millett admitted at the Tribunal hearing that she did not consider the OHP view that the Claimant maybe disabled nor did she consider making any adjustments to ensure that the Claimant may need prior to the informal disciplinary meeting proceeding on 21 May 2024. This was in spite of the fact that the Claimant had just taken two months off work due to burn-out and workplace stress that Ms. Millett and GE were aware of and the fact that the Claimant had just returned to work on a phased return to work.

20. On 23 May 2024, Ms. Millett emailed the Claimant the record of discussion of the informal disciplinary meeting from 21 May. It stated that the reason for the informal disciplinary meeting was due *'uncivil behaviour.....after return to work'*. It gave the example of *'sometimes when stressed tone coming across is impatient, bordering on aggressive.'* One actual example was given by Ms. Millett relating to when she brought 'Hattie' in to be treated and Ms. Millett had to deal with the Claimant's concerns as well as having to deal with the stress of Hattie's illness. Ms. Millett required the record of discussion to be signed the by Claimant as an accurate record of the informal disciplinary meeting such that it would go on to her personnel file.

21. On 13 June 2024 the Claimant replied to Ms. Millett stating that the report was factually incorrect. The word *'aggressive'* was not mentioned in the meeting, and she had not been given details of any accusations against her. The Claimant confirmed that she could not sign an incorrect report confirming that it was correct, because it was not.

22. On 20 June 2024, the Claimant received an email from Ms. Millett that in her view made the allegations against her even more serious and unwarranted. Ms. Millett stated, *'On the day I bought Hattie in I saw how you can be with team members when you are feeling stressed or anxious, I advised you that the way you spoke to people as unpleasant, I have been advised that it can on occasion come across as aggressive or dismissive. Please be mindful of the manner that things are delivered as this has made people nervous to ask you what to do for booking appointments etc, so instead of asking*

they go ahead and then make mistakes in doing this. I did bring this up in the meeting accusing me of 'actually being aggressive.' There were no specific examples of details of the occasions that the Claimant was uncivil to staff since she returned from sick leave. The Claimant was again told to sign the record of the informal disciplinary meeting. By the date of this email, Ms. Millett had read the OHP report dated 3 May 2024 and was well aware of the recommendations that were made as I have outlined above in paragraph 12 above. There was no reasonable explanation from Ms. Millett at the tribunal hearing as to why she was still pursuing the informal disciplinary action against the Claimant, given those recommendations from the OHP report.

23. By email and letter dated 2 July 2024, the Claimant resigned from her employment stating that she was not prepared to sign an inaccurate record of the disciplinary meeting that contained no actual examples of her being uncivil to her colleagues that were unwarranted and unsupported by evidence. This disciplinary action taken against the Claimant had caused her stress to be exacerbated, especially so soon after her return to work after her work-related stress absence of two months. She accused the Respondent of a breach of the duty of care towards her in these circumstances and stated that her position had become untenable due to the conduct of the Respondent. She resigned, giving one months notice albeit her contract of employment required her to give three months notice. The Respondent agreed to vary this term of the contract by accepting the Claimant's offer of one months notice.

24. Despite efforts made by the Respondent to persuade her to retract her resignation the Claimant did not do so. She lodged a written grievance dated 2 August 2024 in respect of the reasons for her resignation that was dismissed by the Respondent in writing on 28 August 2024.

25. Following her resignation, the Claimant took August and September 2024 off work to recover from her experiences with the Respondent. During this time, she made no effort to find alternative employment. From October until the end of December 2024, she took various periods of employment on a self-employed locum basis for which she received a daily rate of between £450-£550 gross per day. This was in comparison to a weekly rate of £900 gross when she worked for the Respondent. She confirmed that she undertook the self-employed locum positions via agencies and via Facebook contacts. She was in regular self-employed locum work until the end of December 2024. From January 2025 to the end of July 2025 she decided to take a break from any kind of work to undertake voluntary work in the Caribbean and also to consider alternative interests that she had. During this period of time, she did not receive an income, nor did she apply for either locum or employed veterinary work. Indeed, at the hearing before me, she indicated that she would not be applying for employed veterinary work for some time. From August 2025 until the date of the remedy hearing on 17 April 2026, she has maintained work as a self-employed locum veterinary surgeon as and when she wished to work.

Law

26. Section 95 Employment Right Act 1996 (ERA).

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

employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct.

27. A term of an employee's contract can only be implied if:
- a. it is necessary to give the contract 'business efficacy', or
 - b. it represents the custom and practice in that employment and is 'reasonable, certain and notorious' — **Devonald v Rosser and Sons 1906 2 KB 728, CA.**
 - c. it is an inherent legal duty central to the relationship between employer and employee — for example, the duty to provide a safe system of work or the duty not to undermine trust and confidence.
28. The test for constructive dismissal is whether the employer's actions or conduct amounted to a repudiatory breach of the contract of employment (**Western Excavation Limited v Sharp**).
- "If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed."
29. Whether or not the employer intended to break the contract is irrelevant (**Bliss v South East 713 [1987] ICR 700 (CA)**).
30. It is an implied term of any contract of employment that the employer shall not without reasonable and proper cause conduct itself in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between employer and employee: (**Malik v Bank of Credit and Commerce International [1998] AC20** 34h - 35d and 45c-46e).
31. Any breach of the implied term of trust and confidence will amount to a repudiation of the contract: see, for example, Browne-Wilkinson J in **Woods v WM Car Services (Peterborough) Limited [1981] ICR 666 at 672, Morrow v Safeway Stores [2002] IRLR 9**.
32. The test of whether there has been a breach of the implied term of trust and confidence is objective (Lord Nicolls, Malik page 35c) The conduct relied on as constituting the breach must impinge on the relationship that, looked at objectively, it is likely to destroy or seriously damage the degree of trust and confidence that the employee is reasonably entitled to have in its employer.
33. A breach occurs when the proscribed conduct takes place: See Malik.
34. Reasonableness is one of the tools in the employment tribunal's factual analysis kit for deciding whether there has been a fundamental breach, but it is not a legal requirement: See **Bournemouth University v Buckland [2010] ICR 908** at para 28.

35. The Claimant must not affirm the breach: Lord Denning said in *Western Excavating v Sharp* (referring to an employee who had been the subject of a repudiatory breach):

"the employee must make up his mind soon after the conduct of which he complains. If he continues for any length of time without leaving, he will be regarded as having elected to affirm the contract and will lose his right to treat himself as discharged."

36. Court of Appeal's decision in **Marriott v Oxford Co-operative Society [1970] 1 QB 186** is an authority for the proposition that, provided the employee makes clear their objection to what is being done, they are not to be taken to have affirmed the contract by continuing to work and draw pay for a limited period of time after the breach, even if their purpose is to enable them to find alternative work.

37. The Claimant must show that it resigned in response to this breach, not for some other reason. However, the breach does not need to be the sole or primary cause of the resignation; only an effective cause (**Nottinghamshire County Council v Meikle [2004] IRLR 703**).

38. In **Kaur v Leeds Teaching Hospital NHS Trust [2018] IRLR**, the Court of Appeal approved the guidance given in *Waltham Forest LBC v Omilaju* (at paragraph 15-16). Those authorities give the following guidance on the "last straw" doctrine:-

The repudiatory conduct may consist of a series of acts or incidents some of them perhaps quite trivial, which cumulatively amount to a repudiatory breach of the implied term of trust and confidence: **Lewis v Motorword Garages Ltd [1986] IRLR 157**, per Neil LJ (p167C).

Tribunals Conclusions

Liability

39. In this case, I have to decide if the Respondent was responsible for conduct which was a significant breach going to the root of the contract of employment. The conduct relied upon by the Claimant must constitute a fundamental breach of contract which looked at objectively was likely to destroy or seriously damage the degree of trust and confidence that the employee was reasonably entitled to have in her employer.

40. The Respondent in this case was aware that the Claimant had taken time off work for two months as a consequence of burnout and work-related stress in January and February 2024. The reasons for the Claimant taking this time off work was specified by her in correspondence dated 19 October 2023 and 13 February 2024 when the Claimant outlined to her line manager, GE the reasons for her stress and sickness absence. Indeed, the Respondent introduced a phased return to work as well as commissioning an OHP report and undertaking a risk assessment before the Claimant returned to work in March 2024 on a phased return to work basis. Despite this action taken by the Respondent, to assist the Claimant and to understand the rationale behind her stress related sickness absence, the Respondent decided to take informal disciplinary action against her shortly after her return to work. It was asserted at the hearing that this informal disciplinary action was taken in accordance with the Respondent's written procedure

against the Claimant. However, the Respondent in its email invitation to the Claimant to attend the informal disciplinary meeting dated 16 May 2024, failed to notify the Claimant that it was pursuing informal disciplinary action against her. There was no mention of disciplinary action at all in the email. It appeared to the Claimant that she would be required to attend a hand over meeting as her line manager GE was leaving and her new manager, Ms Millett would be taking over her line management.

41. Looked at on an objective basis, an employer in such circumstances following its informal disciplinary procedure would have written to the Claimant to invite her to the disciplinary hearing setting out the nature of the concerns it had, the expectations of improvements in conduct and the appropriate timescales for such improvement and the nature of the support available to the Claimant. This would have been set out in the email inviting the Claimant to the informal disciplinary meeting. Furthermore, an employer would have outlined examples of the type of alleged uncivil behaviour that the Claimant was being accused of in such circumstances redacting any personal details of any complainant colleagues. In this case, the Respondent confirmed that it did not do so and that as a consequence the Claimant was unaware of the concerns the Respondent had about her conduct and the expectations of improvements and the appropriate time scales and support that would be offered to her. As a consequence of this failure, the Claimant attended the informal disciplinary meeting on 21 May 2024 expecting a handover meeting to occur between GE and Ms Millett who was to take over as the Claimant's line manager. Unbeknownst to her, allegations of uncivil conduct were made about her at the meeting which caused the Claimant to be taken by surprise. In such circumstances and given the fact that she had just returned from a two-month break for work related stress, the Claimant became extremely distressed and upset during the meeting. This reaction was entirely to be expected given the circumstances of this particular Claimant and was entirely avoidable had the Respondent paid appropriate care to the vulnerable circumstances of this Claimant.

42. The Respondent had prior to the disciplinary meeting on 21 May 2024 commissioned an OHP report specifically requesting from the OHP his medical opinion as to any reasons connected with the Claimants health and well-being that may have contributed to her mood and occasional uncivil behaviour towards her colleagues. The physician responded in his report dated 3 May 2024 that the Claimant's history of work-related stress and depression could contribute to her mood fluctuations and occasional perceived uncivil behaviour towards colleagues. He recommended that it was important to consider these factors as they could impact on her interactions at work. The OHP also noted that the Claimant maybe categorized as disabled under the Equality Act 2010 and appropriate reasonable adjustments should be considered for her.

43. Ms. Millett admitted at the Tribunal hearing that she had not read this report prior to the disciplinary meeting on 21 May 2024. I find that looked at objectively, an employer would not have taken informal disciplinary action against an employee in these circumstances especially after having asked the question that was asked of this physician in respect of the OHP report. Furthermore, it was objectively unreasonable for this Respondent to take informal disciplinary action against the Claimant having asked the physician the question referred to above and having received the response that the Respondent received from the physician as specified above. I find that looked at objectively, an employer in such circumstances would have heeded the advice of this physician which was that it would be beneficial for the Respondent to implement a wellness action plan to monitor her well-being and to provide support as needed. The

physician also recommended that she should be given access to the employer's well-being resources, such as employer assistance program to support her for her mental health and to deal with any work-related stress and depression issues that could contribute to mood swings and occasional perceived uncivil behaviour towards her colleagues. Given the OHP's conclusion that the Claimant maybe categorized as disabled such action may have been an appropriate reasonable adjustment to apply in her case.

44. The Respondent in this case gave no objectively justifiable explanation as to why these recommendations of the occupational health physician were not implemented prior to the unannounced informal disciplinary action taken against the Claimant on 21 May 2024 as part of the disciplinary process. This was especially surprising to me given the fact that the Respondent was well aware that the Claimant had taken two months off work due to stress related mental illness and had specifically asked the physician if the Claimant's health condition had any impact on her perceived uncivil conduct towards colleagues.

45. In addition, by 20 June 2024 Ms Millett had read the occupational health physicians report of 3 May 2024, yet she still continued with the informal disciplinary action against the Claimant by reiterating to her in her email of 20 June 2024 that the Claimant came across to colleagues as aggressive or dismissive, making people nervous and leading to mistakes. Ms Millett was unable to explain to me at the Tribunal why she was insisting upon the Claimant concluding the informal disciplinary meeting by signing the record of the informal disciplinary meeting as part of the informal disciplinary process. Nor could she adequately explain why she was insisting upon proceeding with the informal disciplinary process against the Claimant in spite of the recommendations of the occupational health physician in his report dated 3 May 2024.

46. In conclusion, I find that the Respondent was in fundamental breach of contract by pursuing informal disciplinary action against the Claimant in breach of its disciplinary procedure. The Respondent failed to notify the Claimant in advance of the informal disciplinary meeting on 21 May 2024 of the fact that she was required to attend an informal disciplinary meeting in accordance with its disciplinary procedure. In addition, it failed to notify her of the nature of the concerns, expectations of improvement and timescales and support available to her to show such improvement. This was a requirement of the Respondent's disciplinary procedure and the Respondent failed to implement these provisions in its invitation to the Claimant dated 16 May 2024. Instead, the Respondent made no reference to taking informal disciplinary action against the Claimant leaving her to believe that it was simply a handover meeting. The actions of the Respondent looked at objectively amounted to a serious breach of contract and a fundamental breach of the implied term of trust in confidence. I find that given this fundamental breach, the Respondent continued in its unreasonable conduct by breaching the implied term of trust and confidence by proceeding with the informal disciplinary meeting on 21 May 2024 causing the Claimant, extreme distress and upset especially in the circumstances that this Respondent was aware of her recent work-related sickness absence. I find that the Respondent looked at objectively breached the implied term of trust and confidence by failing to take into account the recommendations of the occupational health physician commissioned by it to make recommendations related to the Claimants phased return to work. Specifically, the Respondent failed to take into account the physicians' recommendations as to whether the Claimants health contributed

to her mood and occasional uncivil behaviour towards her colleagues. There was no objectively justifiable explanation given to me for this failure at the hearing. In addition, proceeding with disciplinary action against the Claimant in the absence of considering the physicians recommendations amounted to a serious breach of the implied term of trust and confidence in the contract of employment. I find that looked at objectively, an employer having taken account of the OHP report would not have proceeded with informal disciplinary action against the Claimant at all in these circumstances. Rather, it would have put into place a wellness action plan to alleviate the stress that she was suffering at work.

47. The Respondent did not argue that the Claimant did not resign as a consequence of the breaches that I have summarised in paragraph 45 nor that by her actions she had affirmed her contract in respect of those breaches. Accordingly, I find that she did resign because of the fundamental breach of contract and that she did not affirm her contract. As no legal reason was given by the Respondent for dismissal, I find that the Claimant was constructively unfairly dismissed. For the sake of completeness, I find that the Claimant's constructive dismissal was unfair for the reasons stated above and I do not consider that she contributed to her constructive unfair dismissal.

48. In respect of what would have occurred had the Claimant not resigned from her employment due to the Respondent's fundamental breach of contract, I do not find that the Claimant would have been fairly dismissed for misconduct due to her alleged uncivil behaviour to colleagues. As I have found above, the Respondent in this case should have taken full account of the OHP report and implemented the support findings of that report. This would have meant that no disciplinary action should have been taken against the Claimant for this reason. In such circumstances, I make no 'Polkey' reduction.

Remedy

49. The Claimant in her evidence and her schedule of loss claimed compensation from the termination of her employment for a total period of 78 weeks from the effective date of termination. In addition, she sought the remainder of her three months notice pay namely the outstanding two months that was not paid in respect of a contractual notice pay. In addition, she sought to claim employed contractual benefits that were paid by the Respondent and which she lost as the consequence of undertaking locum self-employed work following her resignation. These payments related to insurance, CPD payments and loss of holiday entitlement. In addition, she raised an unlawful deduction of wages claim for the period January to July 2024. She agreed at the hearing before me on 17 April 2026 that this claim was not part of the list of issues specified by Judge Sanger to be determined in the Case Management Order for this hearing. It was an entirely new matter raised only at the remedy hearing. As this was not part of the issues to be determined, I stated that I would not now be dealing with it and this claim was dismissed by consent.

50. In respect of the claim for losses for 78 weeks following the effective date of termination, I find that the Claimant's voluntary decision to undertake self-employed locum work and not apply for full-time positions was a decision she took entirely of her own volition. Whilst this may have been due to the experiences that she faced during her service with the Respondent, it was entirely speculative on her part to conclude that all employed work would lead to the same kind of treatment that she had to endure with this particular Respondent. Indeed, she indicated in her evidence that some of the locum work

that she has been undertaking has been with previous employers who had treated her well in the past. Furthermore, from January 2025 until the end of July 2025, she voluntarily gave up all work to undertake voluntary activities and look for other options without pay. This was a decision that she took of her own volition voluntarily foregoing paid employment or self-employed locum work. In such circumstances, given that these decisions were taken entirely by the Claimant on her own for her own purposes, I find that the Claimant's period of compensation should be limited to 22 weeks from the effective date of 3 August 2024 to 27 December 2024 a period of 22 weeks.

51. In respect of the claim for notice for the remainder of her two-month contractual notice, I find that the Claimant gave the Respondent one month notice in her letter of resignation not the three-month contractual notice that she was required to give. The Respondent accepted the one-month notice given by the Claimant varying her contractual notice by consent. In such circumstances, the Claimant is not entitled to the balance of her contractual notice period namely two months.

52. In respect of the Claimant's claim for future contractual losses for employed benefits paid by the Respondent whilst she worked for it such as continued professional development, holiday pay, insurance payments, I find that she is not entitled to these payments. She voluntarily gave up paid employment that would normally pay for these benefits to take up more lucrative locum self-employment. In such circumstances as this decision was entirely her own, she is not entitled to receive ongoing contractual payments.

Compensation to be paid to the Claimant

The Claimants compensation is as follows: –

Unlawful deduction of wages:	£813.60
Unfair dismissal: basic award:	£2450.00
Compensatory award	
Loss of income from 3 August 2024 to 27 December 2024:	£14,752.54
Loss of pension from 3 August 2024 to 27 December 2024:	£442.57
Loss of statutory rights:	£500.00
	Subtotal £15,695.11.
Less mitigation of loss from 3 August 2024 to 27 December 2024:	£6,200.00
Total compensatory award:	£9,495.17

Total award

Unlawful deduction of wages:	£813.60
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Basic award:	£2,450.00
Compensatory award:	£9,495.17
Total award	£12,758.77

Employment Judge Hallen
Date: 20 April 2026

JUDGMENT & REASONS SENT TO THE PARTIES ON
Date: 27 April 2026