



EMPLOYMENT TRIBUNALS

Claimant: Mr P Preis
Respondent: Openreach Ltd
Heard at: East London Hearing Centre (by Cloud Video Platform)
On: 13 February 2026
Before: Employment Judge W A Allen KC

Appearances

For the claimant: in person
For the respondent: Ms A Jervis, Advocate

JUDGMENT

1. The Claimant's claim for constructive unfair dismissal fails and is dismissed.

REASONS

1. Following a period of Acas early conciliation between 27 June 2023 and 26 July 2023, the Claimant's claim form was presented on 23 August 2023. His claim as articulated in his ET1 claim form is for constructive unfair dismissal.
2. The final hearing of this claim was listed for 3 days from 11 to 13 February 2026. The Respondent's application for postponement was refused for reasons given orally on 11 February 2026, but the case was listed to be heard on 13 February 2026 only to determine liability only and given the reduced time of 1 day. It was necessary to reserve Judgment. The tribunal is grateful to Ms Jervis who stepped in at short notice to represent the Respondent on 13 February 2026. The tribunal is also grateful to the Claimant and to all of the witnesses who gave evidence.
3. The Respondent is a wholly owned subsidiary of the BT Group. It runs the digital network to its customers. It installs and maintains the copper wires and fibre cables that connect homes and businesses to phone and broadband. The Respondent's employees install, support, and maintain the wiring, fibres and

connections which link tens of millions of homes and businesses in the UK to its customers' networks.

4. The Claimant was employed by the Respondent between 24 September 2007 and 17 July 2023 as an Advanced Engineer (Respondent's term) / Customer Service Engineer (Claimant's term). He resigned with immediate effect on 17 July 2023.
5. I was directed to documents in a bundle running to page 653.
6. I read witness statements and heard evidence from the Claimant; and for the Respondent from David Connelly, the Claimant's manager, and from Joseph Dockrey, Senior Data Scientist, who dealt with the Claimant's grievance.
7. The issues were identified in a list of issues – which was discussed and confirmed at the outset of the hearing.
8. The list of issues listed the allegations by the Claimant said to amount individually or collectively to breaches of contract which entitled him to resign and claim constructive dismissal in the following manner (cross referenced to the Particulars of Claim (PoC)):

Did the Respondent:

- 8.1 On 22 December 2022 during a call with David Connelly, hold an annual performance review and dismiss the Claimant's explanation for not completing tests on three jobs (the explanation being that the tests he did not complete on three jobs were because they could not be tested) (para's 1 and 2 PoC)
- 8.2 On 30 December 2022 (Respondent says should be in January 2023) David Connelly told the Claimant he would be disciplined if his phone was turned off again the next time the Claimant were to be off sick and dismissed the Claimant's response (that he had 40C fever and not in position to check phone but it was charged and on as soon as felt better the next day), re-iterating he would be disciplined next time (para 4 PoC)
- 8.3 On 12 January 2023 held another annual performance review face to face which was negative and hostile (para's 4 and 5 PoC) stating that:
 - 8.3.1 Previous Line Manager did not follow correct process and should have given a formal warning for sickness absence (para 4)
 - 8.3.2 Testing not good enough (para 5)
 - 8.3.3 Performance graph viewing is 100% but David asked if C even knew what it meant (para 5)

- 8.3.4 Being hostile as only negatives were pointed out, nothing positive mentioned (para 5)
- 8.3.5 Another manager who was introduced as David's mentor was present (para 6)
- 8.3.6 Send a supervisor to work with the Claimant for one week following the annual performance review (para 7)
- 8.4 On 13 January 2023 David Connelly told the Claimant he would be changing the Claimant's commitment time from 6 minutes to 20 minutes (para's 8 and 9)
- 8.5 On 16 January 2023 David Connelly 'demanded' that the Claimant work overtime in order to drive back to a job an hour and to complete it within a time frame which was not possible and without darkness safety gear (para 10)
- 8.6 After 17 January 2023, when the Claimant was off sick with stress, David Connelly maintained contact with the Claimant despite the Claimant telling him twice that he felt bullied by him (para's 11-14)
- 8.7 David Connelly arranging for his mentor to be the Claimant's duty of care manager
- 8.8 Completed a stress test on 17 January 2023 and informed upper management about the stress that he was under but received no contact from upper management so was unable to return to work in those circumstances. Upper management did not respond until 3.5 weeks later and scheduled a call for 9 Feb 2023 (paras 15, 16 and 18)
- 8.9 Not uphold the Claimant's grievance on 19 April 2023 (para 22)
- 8.10 On 20 April 2023, DoC managed arranged a meeting for 25 April 2023 and would not disclose details. When C arrived at room 202, David was sat there, DoC manager was sat in room 203. Meeting was to berate C for swearing and obtaining video doorbell recording and phone logs (paras 23-25)
- 8.11 Not uphold the Claimant's grievance appeal on 13 July 2023 (para 30).

Findings of Fact

- 9. The Claimant, dob 1 September 1983, was employed by the Respondent between 24 September 2007 and 17 July 2023, when he resigned with immediate effect. Therefore, he had the necessary 2 year qualifying period to bring a claim for unfair dismissal.
- 10. The Respondent did not bring to my attention any aspect of the Claimant's employment history prior to the latter part of 2022 which it considered had any

relevance to the case. The Claimant referred to having raised a concern during the Covid period about a (different) manager playing video games. Mr Connelly denied that there was a connection between that concern being raised or that manager and Mr Connelly's alleged treatment of him. I find that there was no such connection.

11. Mr Connelly started managing the Claimant on 1 December 2022. There had been a re-organisation and the Claimant was in a new team from about this time.
12. In December 2022 Mr Connelly had meetings with those that he was managing to discuss: wellbeing, performance and development. I was shown a standard form entitled 'Annual Check In' containing those three headings with room for manager's comments. The meeting with the Claimant was on 22 December 2022. Mr Connelly's evidence is that when he brought up performance, the Claimant said that 'viewing his performance is voluntary' and 'I don't care about my performance'. Mr Connelly recorded the Claimant as having said this in a note contained in an email on 20 January 2023. I find that the Claimant did say something like this but that he was not suggesting that he did not care about his performance itself – merely that he was not engaged with viewing the performance metrics. Mr Connelly's evidence was that he discussed the Claimant's 're-report' figures at that meeting. A re-report is where an issue is reported about a line within 28 days of an engineer having addressed a previous report. Mr Connelly felt that the number of the Claimant's re-reports was high and that he had been closing off jobs when he had not found the faults. The Claimant considered that the number was due to the particular type of work that he had been doing.
13. Mr Connelly's evidence was that he felt that the meeting with the Claimant was 'going nowhere' and he arranged to speak to the Claimant again on 30 December 2022. On that day, the Claimant called in sick at 1.34am and then could not be contacted and Mr Connelly was unable to get through to him on the Claimant's work phone.
14. The Claimant emailed Mr Connelly on 3 January 2023 informing him that he had had a high fever and had been diagnosed with bacterial tonsillitis. Mr Connelly replied asking the Claimant to switch on his work phone when he was off sick so that he could be contacted.
15. On 11 January 2023, Mr Connelly sent a message to Dan Goodman (a higher-level manager) which stated:

Hi Dan I'm so sorry for the late message mate but Patrick Preis is returning from sick tomorrow and after what happened before Christmas I will be meeting with him tomorrow. But I've had a thought that he is due to move into an electric van on the 25/01 and I can sort of see what's going to happen from then, his already a tricky customer and I don't want to give him more excuses to not do what I will set out to him tomorrow is there anyway that we can block this van change?
16. I find that Mr Connelly's description of the Claimant as a 'tricky customer' was based on the his dissatisfaction with the meeting that they had had on

22 December 2022; and Mr Connelly's frustration that he had not been able to contact the Claimant on 30 December 2022.

17. On 12 January 2023, The Claimant returned to work and Mr Connelly held a 1:1 annual performance review with the Claimant. Another manager, Jamie Miller, was present in the room – but did not take part in the meeting. He was introduced to the Claimant as Mr Connelly's mentor. The Claimant's evidence was that the whole meeting felt very hostile, only negatives about his performance were pointed out and he was not listened to. Mr Connelly's evidence was that the meeting was heated but not hostile and that the Claimant was rude during this meeting – in particular when Mr Connelly raised performance issues. Mr Connelly and Mr Miller told the subsequent grievance investigation that the Claimant had been swearing at Mr Connelly during that meeting. The Claimant denies this. I find that the meeting was heated. I do not find that Mr Connelly was hostile towards the Claimant. I find that Mr Connelly did not only raise negative points, but was focused on the performance issues that he wished to raise. I find that Mr Connelly was making criticisms of the Claimant's performance that the Claimant did not agree with and that the Claimant reacted to that criticism by raising the temperature of the meeting.
18. At the meeting, Mr Connelly told the Claimant that he needed to be contactable in future if he had called in sick. I find that he did not explicitly tell the Claimant that he would be disciplined if his phone was turned off again – although the Claimant may have thought this from Mr Connelly's tone.
19. Mr Connelly set some performance actions for the Claimant covering re-reports, success rates and lateness – which were emailed to the Claimant in three emails on 12 January 2023 (and there is no record of the Claimant challenging those at the time) – and, following the meeting, Mr Connelly sent a supervisor (a 'patch lead', Jamie Long) out with the Claimant for a week. The Claimant's evidence was that he found this strange as the Claimant considered that his performance was "in the middle of the team and by no means the worst".
20. I have seen communications from January 2023 which show that Mr Connelly was addressing similar concerns to the team that he managed as a whole.
21. In one of the emails sent to the Claimant on 12 January 2023, it had stated that commitment time was 'up for review'. Commitment time is the time that the engineers, such as the Claimant, are deemed to take from their home address to the centre of their patch. This is therefore the time that they should leave home to get to a job. If the Claimant's start time was 08.00, if his commitment time was 6 minutes, he should leave home at 07.54. If it was 20 minutes, he should leave home at 07.40. Mr Connelly recorded in one of the emails sent to the Claimant on 12 January 2023 that to get to the centre of the patch from his home would have taken the Claimant longer than 6 minutes.

22. On 13 January 2023, in a chance meeting in the yard, the Claimant initiated a conversation with Mr Connelly. Mr Connelly's evidence was that the Claimant said to him that he was a 'seagull Manger' who 'shits on everything and flies away'. The Claimant says that Mr Connelly said to him "I will change your commitment time to 20 minutes, it should have never been 6 minutes – your previous managers were wrong". Mr Connelly said that he merely told the Claimant that his commitment time needed to be reviewed. Mr Connelly's contemporaneous note also states that a review was referred to. I find that Mr Connelly did not state on 13 January 2023 that he was going to change the commitment time to 20 minutes but that he did on 13 January 2023 in the context of the email of the previous date give the firm impression to the Claimant that it would be 'reviewed' upwards from 6 minutes.
23. The Claimant says that he said to Mr Connelly that he was not following the right process and that the Claimant felt bullied by Mr Connelly. The Claimant says that he went to the union office and they confirmed that Mr Connelly could not change the commitment time in the way that the Claimant said that Mr Connelly had spoken to him about.
24. I find that Mr Connelly told the Claimant on 12 and 13 January 2023 that his commitment time would need to be reviewed. The clear implication was that Mr Connelly felt that it would need to increase. I do not find that Mr Connelly expressly told the Claimant that it would increase to 20 minutes.
25. On 13 January 2023, Mr Connelly sent a message to Dan Goodman which stated:

Hi Dan sorry for the late message and I forgot to mention earlier can we move Jamie long into the dig domain for Monday and Tuesday so he can do some coaching with Patrick Preis please think it's vital that he gets that coaching in sooner rather than later after our conversation yesterday. Also can you not send Patrick on loan on Monday as he needs to stay on patch for them two days thank you mate
26. The Claimant's evidence was that on 16 January 2023, Mr Connelly "demanded I work overtime/flex on even though it was physically impossible due to a traffic accident . . . [the] suggestion of 'swapping pairs' should be the last resort and NOT the first and only thing to do)".
27. Flex is a commitment to work beyond normal finishing time by up to an hour in order to get a job finished. The Claimant did not consider that he could get to the job and finish it – even with flex.
28. Swapping pairs is something that the Claimant says that he was told to do by the patch lead sent out with him that week by Mr Connelly and which Mr Connelly reiterated to him that should take place. The Claimant believed that this process should only be undertaken as a last resort.
29. Mr Connelly requested that the Claimant 'flex on' to complete a job towards the end of the day on 16 January 2023 (the grievance outcome found that it was an 'instruction' from Mr Connelly). The Claimant refused saying that he wouldn't be able to get there and back even if he added an hour of flex and that he needed

to get back home for childcare reasons. Mr Connelly's contemporaneous note records that the Claimant said to him 'flex is voluntary fuck you'. In oral evidence, the Claimant denied swearing. I find that whether he swore or not, the Claimant ended the call abruptly by hanging up on Mr Connelly. The Claimant's contemporaneous note dated that day states that he 'lost it' with Mr Connelly.

30. The Claimant described the events of 16 January 2023 as the 'last straw' (in his call with Dan Goodman on 9 February 2023) and 'the final straw' (in his grievance interview on 23 February 2023).
31. The Claimant also felt that Mr Long had been responsible for an unsafe practice on that day – standing on his toolbox next to the road to reach up to a pole without it being guarded.
32. The Claimant was signed off work from 17 January 2023. The Claimant's evidence was that this was caused by Mr Connelly's treatment of him.
33. Mr Connelly called to the Claimant's home on 17 January 2023 to pick up the work vehicle that the Claimant had been using. He informed the Claimant by telephone in advance that he was going to do this and the Claimant responded that this was 'Okay'.
34. The Claimant's evidence was that when Mr Connelly came to collect the van, he asked the Claimant what the Employee Assistance Program (EAP) had said and the Claimant told him that "They stated to have time to myself and not have contact with you for at least a week". Mr Connelly's contemporaneous note confirms that the Claimant said to him that day that he was told that he should keep away from Mr Connelly.
35. The Claimant completed an internal stress test (STREAM assessment) on 17 January 2023 which was 'red'. Although submitted to the Respondent, the Claimant was not contacted about this until Dan Goodman contacted him on 9 February 2023 – after it was chased up.
36. Mr Connelly contacted the Claimant again on 19 January 2023 (by calling and texting him to which there was no response); and on 20 January 2023. The Claimant's evidence was that Mr Connelly told him that he had not heard anything officially from the EAP to state that he should not contact the Claimant and that as well as contact, he was intending to make a home visit on day 8 of sickness absence. Mr Connelly's contemporaneous note recorded that: the Claimant "confirmed the EAP have told him not to speak to me as I am the reason why he has gone off sick, explained I have had no communication from HR or the EAP explaining this and reiterated to him that I am your manager and want to support you the best way possible he confirmed he doesn't want to speak or see me going forward and ended the phone call."
37. Once Mr Connelly raised this with the organisation, a new 'duty of care' manager was put in place after that. It was Jamie Miller, who had previously been

introduced to the Claimant as Mr Connelly's mentor. Mr Connelly informed the Claimant by text.

38. On 26 January 2023, the Claimant raised a grievance about bullying by Mr Connelly which gave the Claimant's account of the meetings of 22 December 2022, 12 January 2023 and 13 January 2023 and of the interactions with Mr Connelly on 16 January 2023, 17 January 2023 and 20 January 2023. He also made reference to the red STREAM test and that he had had no contact about it.
39. Another manager, Denise Bunn, was put in place as the 'duty of care' manager after the Claimant's meeting with Dan Goodman on 9 February 2023 when the Claimant explained his objection to Mr Miller. The record of the meeting on 9 February 2023 records Mr Goodman saying that he did not think that there was anything inappropriate about Mr Miller being the duty of care manager but that he would change it upon the Claimant's request.
40. At that meeting on 9 February 2023, Mr Goodman explained to the Claimant that he did not consider that previous managers had properly dealt with performance issues in general which was why Mr Connelly was doing so now.
41. Mr Goodman also explained that the reason for the delay in responding to the Red STREAM test was that the Claimant had put Mr Goodman down as the nominated manager but the email sent to Mr Goodman said that the line manager would pick the matter up and that Mr Goodman had therefore not initially considered it his responsibility. Mr Goodman told the Claimant that he was very sorry that it had taken that long.
42. The call with Mr Goodman was lengthy and the Claimant had an opportunity to explain why he was unhappy.
43. An absence review meeting took place with Ms Bunn on 28 February 2023. She recorded that "we don't know when Patrick will return to work".
44. Joseph Dockrey was appointed as the grievance manager. Following a grievance meeting with the Claimant on 23 February 2023, the grievance was investigated. The Claimant relied on recordings of conversations that he had made without seeking the consent of others. Mr Connelly was interviewed on 8 March 2023. He denied bullying but accepted that in hindsight there were things that he could have done differently (e.g. not held the meeting on 12 January 2023 with Mr Miller present; and not having collected the vehicle from the Claimant himself on 17 January 2023).
45. Dr Dockrey did not interview Nigel Bailey, the Claimant's CWU representative – but Mr Bailey was present at the interview with the Claimant on 23 February 2023. Dr Dockrey's evidence was that he did not consider that there was any need to interview Mr Bailey as there was no clash of accounts which needed verification.

46. A 19 page grievance report was produced and the outcome (that the grievance was not upheld) was communicated to the Claimant on 19 April 2023. Learning points for Mr Connelly were identified. Dr Dockrey agreed with the Claimant in relation to it not having been possible for the Claimant to have complied with the the request from Mr Connelly on 16 January 2023 (but found that it was not unreasonable for the request to have been made). Comment was made on the Claimant having made recordings of conversations without consent; and given that allegations had been made about him swearing at colleagues (supported in relation to the 12 January 2023 meeting by the account given by Mr Miller), that he be reminded that this was not appropriate conduct in the workplace.
47. Dr Dockrey suggested mediation. Mr Connelly agreed to it but the Claimant refused.
48. On 20 April 2023, the Claimant arrived to attend a scheduled meeting with the duty of care manager, Ms Bunn. Mr Connelly was in the room (202) that the Claimant had been told to go to – Ms Bunn was in the room next door. The Claimant's evidence was that at that meeting, he was berated by Ms Bunn for swearing and obtaining video doorbell recordings and phone logs as part of the grievance. Ms Bunn had been asked by Dr Dockrey to informally raise swearing and recording with the Claimant. Ms Bunn told the grievance appeal investigation that the Claimant was hostile at that meeting.
49. The Claimant appealed the grievance outcome. After a grievance appeal hearing on 17 May 2023, the appeal outcome (that the appeal was not upheld) was communicated to the Claimant on 13 July 2023. The Claimant was provided with a response to each of the appeal points he had raised in a 6 page Grievance Appeal Report.
50. The Claimant resigned on 17 July 2023. His resignation letter stated:

My Resignation is in response to:

- a repudiatory breach of contract
- Breach of trust and confidence
- Last straw doctrine

I therefore consider myself constructively dismissed.

You rejected my grievance on 13/07/2023 which sets out the basis on which I believe you have seriously breached my contract. As you have ignored evidence and not upheld my grievance, I now consider that my position at Open reach is untenable and my working conditions intolerable, leaving me no option but to resign in response to your breach.

Furthermore a subject access request revealed being singled out with intend of unfair treatment, admitting to lack of support during my sick absence and false witness statements.

Relevant Legal Framework

51. A constructive dismissal occurs where the employee resigns in response to conduct by the employer that amounts to a repudiatory breach of contract.
52. Lord Denning in *Western Excavating v Sharp* [1978] QB 761 stated:

“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.”

53. Not all conduct by an employer which an employee does not like will amount to a repudiatory breach of contract. Breach of contract is not the same as unreasonableness (although they are overlapping categories).
54. A breach of the implied term of trust and confidence (where the employer, without reasonable and proper cause, acts in a manner calculated or likely to destroy or seriously damage the mutual trust and confidence between employer and employee) would amount to a repudiatory breach of contract.
55. If there is a breach, for constructive dismissal to be established, the employee must resign in consequence of the breach and he must not wait too long before resigning lest he be found to have affirmed the contract.
56. In *Kaur v Leeds Teaching Hospitals NHS Trust* [2018] EWCA Civ 978 the Court of Appeal listed five questions that it should be sufficient to ask in order to determine whether an employee was constructively dismissed:
 - 56.1 What was the most recent act (or omission) on the part of the employer which the employee says caused, or triggered, their resignation?
 - 56.2 Has the employee affirmed the contract since that act?
 - 56.3 If not, was that act (or omission) by itself a repudiatory breach of contract?
 - 56.4 If not, was it nevertheless a part (applying the approach explained in *Waltham Forest v Omilaju* [2004] EWCA Civ 1493) of a course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a repudiatory breach of the implied term of trust and confidence? (If it was, there is no need for any separate consideration of a possible previous affirmation, because the effect of the final act is to revive the right to resign.)
 - 56.5 Did the employee resign in response (or partly in response) to that breach?

Conclusions

57. Mr Connelly, who was new to management, was meeting with all of those that he managed in December 2022. He did not single the Claimant out. Mr Connelly was trying to deal with performance issues which had not been tackled by previous managers. If Mr Connelly had concerns about the Claimant’s performance, it was reasonable for him to raise them with the Claimant on 22 December 2022 and on 12 January 2023. The Claimant may have had

explanations for some or all of the matters raised with him, but that did not mean that Mr Connelly was bullying the Claimant by raising them in the first place.

58. For Mr Connelly to have raised with the Claimant on 3 January and on 12 January 2023 that he wanted him to leave his work phone on if he was off sick and that he had been unable to contact him on 30 December 2022 was not in itself unreasonable behaviour. I do not find that Mr Connelly explicitly told the Claimant that he would be disciplined for this.
59. The conversation on 13 January 2023 was initiated by the Claimant. Mr Connelly did tell the Claimant that his commitment time would be reviewed (as had been mentioned the day before and recorded in an email to the Claimant). It was not unreasonable for Mr Connelly to refer to the commitment time or to make it clear to the Claimant that it would be reviewed upwards if he considered that it was wrong and in the context of Mr Connelly considering that the Claimant had been late for work on some occasions.
60. Taken individually or together, I do not find that Mr Connelly's behaviour towards the Claimant on 22 December, 12 January or 13 January 2023 amounted to a repudiatory breach of contract.
61. On 16 January 2023, it was not unreasonable for Mr Connelly to ask or instruct the Claimant to 'flex on' to complete a job. The Claimant reasonably refused, saying that it wasn't possible within the time available even with flex. This appeared to me to be a normal manager / engineer discussion. Mr Connelly did not 'demand' that the Claimant did this job. There was no come back on the Claimant (even though he had 'lost it' and hung up on Mr Connelly) – nor did the Claimant suggest that any such come back was threatened. Mr Connelly's request that the Claimant 'flex on' does not amount to a repudiatory breach of contract.
62. For the Claimant to have described the events of 16 January 2023 as the 'last straw' and the 'final straw' point towards the possibility of him having already made up his mind to resign at that stage.
63. On 17 January 2023, the Claimant did not object when Mr Connelly informed him that he would be coming to pick up the work van. When Mr Connelly came to the Claimant's home, the Claimant did tell Mr Connelly that EAP had told him to stay away from Mr Connelly. The Claimant confirmed in the call on 20 January 2023 that he did not want to speak to or see Mr Connelly going forward. After that date other managers were put in place to supervise the Claimant's sickness absence.
64. It would have been better (which he accepts with hindsight) if Mr Connelly had 'got the message' on 17 January 2023 and stopped directly interacting with the Claimant after that day. I did not however consider the further attempt at contact on 19 January 2023 or the contact on 20 January 2023 to be inherently objectionable. The fact of that contact (it being normal for a manager to contact an employee under his management who was off sick) did not amount to a repudiatory breach of contract. The initial substitution of Mr Miller as duty of care

manager was not a repudiatory breach of contract – the Claimant had not at that point objected to Mr Miller – once he did, another duty of care manager was substituted.

65. It was unfortunate that Mr Goodman did not pick up the Red STREAM test and speak to the Claimant earlier than 9 February 2023. Mr Goodman explained to the Claimant why he had not done so and apologised. Mr Goodman did listen to what the Claimant had to say in the lengthy meeting on 9 February 2023 and he did take action e.g. changing the Claimant's duty of care manager. The delay did not amount to a repudiatory breach of contract.
66. The grievance process was sufficiently thorough as was the reasoning given in the 19 page grievance report – which I find to have been even-handed. The Claimant has complained that Nigel Bailey – his union representative, who accompanied him to the grievance meeting on 23 February 2023 - was not separately interviewed. However, there was no dispute directly between Mr Bailey and Mr Connelly – and no matter on which Mr Bailey needed to be interviewed. There was no repudiatory breach of contract in relation to the grievance process.
67. The grievance outcome recommendations that the Claimant be spoken to about making recordings without consent and swearing were reasonable recommendations. Dr Dockrey had grounds for being concerned that the Claimant had been swearing (albeit that he records that this was denied by the Claimant) in that he had heard from Mr Connelly and Mr Miller about swearing by the Claimant. The making of the recordings without consent was not denied. There was no repudiatory breach of contract in those recommendations being made; nor in Ms Bunn being asked to speak to the Claimant about those matters; nor in her doing so on 20 April 2023. It was to have been an informal communication and did not need to be flagged in advance. I do not find that she 'berated' the Claimant – albeit that this may have been his perception.
68. The mistake about the room in which Ms Bunn was meeting the Claimant on 20 April 2023 was merely a minor error. It does not amount to a repudiatory breach of contract.
69. The grievance appeal process was sufficiently thorough. The appeal manager considered each of the appeal points and examined the material that had been before the grievance decision maker. There was no repudiatory breach of contract in relation to the grievance appeal process.
70. The Claimant has sought to rely on some materials disclosed to him as part of a subject access request including an internal memo dated 28 March 2023 indicating that interactions with him during his sickness absence needed to be documented "as we have no proof was have supported the individual". That was a warning to colleagues that they needed to document matters – not an admission of a lack of support. I find that there was adequate support of the Claimant during his sickness absence.

71. I have taken a step back to consider whether although no individual allegation amounted to a breach of contract, whether the treatment of the Claimant by the respondent, taken as a whole, might amount to a repudiatory breach of contract (with or without a 'last straw' and I have concluded that it did not.
72. I did not consider that the Claimant affirmed the contract by waiting for the outcome of a grievance appeal process before resigning.
73. The Claimant did resign as a result of the matters that he complains of and his perception of those matters is genuinely held – I have however found that they did not amount to a breach and therefore he was not constructively dismissed.
74. The Claimant's claim is therefore dismissed.

Useful information

1. All judgments and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.
2. There is information about Employment Tribunal procedures, including case management and preparation, compensation for injury to feelings, and pension loss, here: <https://www.judiciary.uk/publications/employment-rules-and-legislation-practice-directions/>
3. The Employment Tribunals Rules of Procedure are here: <https://www.gov.uk/government/publications/employment-tribunal-procedure-rules>
4. You can appeal to the Employment Appeal Tribunal if you think a legal mistake was made in an Employment Tribunal decision. There is more information here: <https://www.gov.uk/appeal-employment-appeal-tribunal>

Employment Judge W A Allen KC
Dated: 12 May 2026