EMPLOYMENT TRIBUNALS (SCOTLAND)

Case No: 8002218/2024

Held in Edinburgh on 1-4 June & 22 July 2026

Employment Judge Sangster
Tribunal Member Grime
Tribunal Member Cardownie

Ms L Lee	**Claimant** **In Person**
Bield Housing & Care	**Respondent** **Represented by** **Mr N MacDougall** **Advocate**

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

The judgment of the Tribunal is that the claimant's complaints do not succeed and are dismissed.

REASONS

Introduction

1. The claimant presented complaints of disability discrimination (discrimination arising from disability and failure to make reasonable adjustments) and constructive unfair dismissal.

2. A joint set of productions, extending to 389 pages, was lodged by the respondent.

3. The claimant had also, prior to a previous hearing which was postponed, lodged her own bundles, stating that the bundle prepared by the respondent did not contain all the documents she wanted to rely on. These could not, initially, be located by the Tribunal. When found, it was noted that the pages of

each bundle, which were delivered in boxes, were unbound and did not contain page numbers. It was clear however that there were well in excess of 1,000 pages in each bundle, with some bundles being noticeably bigger than others, despite purporting to be copies of the same documents. Following discussion, the claimant indicated that, within the bundles she had produced, there were only around 35 pages which she wished to refer to. It was agreed that the pages she wished to reference would be extracted by her. She was afforded time to extract, from one of the bundles, any documents she wished to rely on. Page numbers were then added by the Tribunal, and copies made, to allow the hearing to commence as soon as possible. Ultimately, a further 142 pages were added to the bundle.

4. The claimant gave evidence on her own behalf and called two witnesses:

   4.1. Heather Thomson (**HT**) formerly Head of Property Management for the respondent; and

   4.2. Linda Anderson (**LA**) formerly Service Contracts Administrator for the respondent.

5. The respondent led evidence from the following individuals:

   5.1. Andrew Moore (**AM**), Director of Assets for the respondent;

   5.2. Keren Faulds (**KF**) Head of HR for the respondent; and

   5.3. Richard Young (**RY**) Head of Assurance and Business Planning for the respondent.

6. Other individuals referenced in this judgment are:

   6.1. Gail Barclay (**GB**) Service Contracts Administrator;

   6.2. Robert Black (**RB**), Policy & Insights Officer, Customer Standards;

   6.3. Christine McKinnon (**CM**), Service Contracts Administrator;

   6.4. Caroline Picker (**CP**), Service Contracts and Compliance Officer;

   6.5. Angel Underwood (**AU**), Property Administration Assistant; and

   6.6. Sharon Wightman (**SW**), former Property Administration Assistant.

Issues to be determined

7. The issues to be determined were discussed at the start of the hearing and are contained in the schedule to this judgment.

Findings in Fact

8. This judgment does not seek to address every point about which the parties have disagreed. It only deals with the points which are relevant to the issues which the Tribunal must consider to decide if the complaints made succeed or fail. If a particular point is not mentioned, it does not mean that it has been overlooked, it simply means that it is not relevant to the issues. The relevant facts, which the Tribunal found to be admitted or proven, are set out below.

9. The respondent is a not-for-profit organisation and Scottish charity. The respondent is also a registered social landlord a provider of housing and support services for older people across Scotland. The respondent owns, or part owns, over 4,600 properties and operate across 21 local authorities. They have approximately 300 employees.

10. The respondent operates a disciplinary policy. That states that cases of minor misconduct can be dealt with informally, but more serious matters should be dealt with formally. The procedure for doing so is set out.

11. The claimant's employment with the respondent commenced on 1 June 1992, initially as Office Junior.

12. In the period up to March 2005, the claimant experienced repeated outbreaks of shingles, impacting the left side of her face. In January 2003 she was referred to ophthalmology, given the proximity of the outbreak to her left eye. Ophthalmic complications were also noted in January 2004. In March 2005, the claimant was referred by her GP to neurology. Her medical records state that the referral was as a result of *'pain - left side of face'.* She was reviewed by a consultant neurologist on 25 July 2005. They produced a report following that consultation, which stated '*I note that she has had recurrent herpes zoster affecting left face. She has had three episodes and the most recent (January this year) included having rash on outer left ear and facial nerve palsy (Ramsay-Hunt syndrome)...she is aware of troublesome background pain (post-herpetic neuralgia). I note that she has been taking coproxamol but I understand that the supply of that drug is running out.'* The consultant suggested a number of pain prevention drugs which the claimant should try instead, and went on to state *'Mrs Lee's nervous system appears to be in tact, in particular she appears to have made a satisfactory recovery from left facial palsy but of course she has lingering troublesome pain and she reminds me that the pain has been troublesome now for about two years.'*

13. Since 2005, the claimant has experienced further outbreaks of shingles and has ongoing symptoms of post-herpetic neuralgia. In relation to the latter, the claimant experiences long lasting pain in the areas of skin where she had shingles (the left side of her face). It can hurt and cause discomfort to touch

the area and the claimant experiences sensations such as burning, itching, tingling, or aches along with shooting pains and associated headaches, mirroring migraine attacks. She takes prescription medication daily to manage these symptoms and has done so since 2003. If she did not take that medication she would have pain, pressure in her head, blurred vision and feel nauseous. She would not be able to function and would, instead, need to lie in a dark room.

14. The claimant was very dedicated to her work and an extremely hard worker. She took on a great deal of work and responsibility and could be relied upon to complete tasks, often working beyond her contracted hours to do so.

15. The claimant was promoted on a number of occasions during her employment and, in 2019/2020, was promoted from the role of Asset Management Coordinator, which she had held for a number of years, to the role of Asset Management Officer. In both roles she has significant involvement with/responsibility for the respondent's Asset Management System, Keystone. While she did not initially have line management responsibility as Asset Management Officer, in 2021 she took over responsibility for 4 direct reports. In December 2023, the claimant and her team moved from a private office to an open plan area where other teams also worked.

16. HT was the claimant's line manager. AM joined the respondent as Director of Assets on 1 February 2024. HT reported to AM. At that time, the claimant's direct reports were LA, GB, CM and AU (AU was recruited in February 2024, to replace SW who was promoted internally in October 2023).

17. On 1 April 2024, a pay award was implemented for all staff. Prior to publication of the updated salary scale a number of errors were identified by KF, including that the Asset Management Officer role was missing. The error regarding the Asset Management Officer role was due to a formatting issue with that particular line in the spreadsheet. KF emailed the individual responsible, highlighting the errors and asking for them to be corrected, which was done. The corrected salary scale was then uploaded to the respondent's intranet. On 10 May 2024, a further error was noted with the spreadsheet. That was rectified, but in the process of doing so, the formatting issue with the Asset Management Officer role recurred again, and that was not noticed. The updated spreadsheet was then uploaded to the respondent's intranet, without the error being noticed.

18. AM met with everyone in the Asset Directorate, on a 121 basis, after he commenced employment. He also conducted a written survey. He then held a meeting with the entire Asset Directorate, as well as some other key stakeholders, on 17 April 2024 (**the AD Meeting**). He took these steps to get to know everyone and the roles they undertook, to allow him to understand all

the functions, and the issues they faced, so that he could then consider how best to ensure functions aligned with strategy, including via an internal restructure.

19. Around 40 people attended the AD Meeting. During the morning session, after an initial introductory session, there were 4 break-out groups, with each group being given a particular area to discuss, for a specified time period. Each group then fed back what they had discussed to the full group. One of the groups discussed ‘Our Technology and Processes’. AU provided feedback on what had been discussed in that break-out group, with members of her group stating ‘go Angel, go’, as she did so. Part of that feedback involved highlighting some of the limitations of Keystone, the respondent’s Asset Management System. The claimant responded to those comments during the meeting. She considered the criticisms were unjustified, and came from individuals who did not use Keystone significantly and had not been trained on it (something she had been campaigning for). A decision had however already been taken that Keystone would be replaced, so AM was keen for the discussion to focus on how the future system should operate, and not get bogged down in detailed discussions about how the current one was performing. He was frustrated that the meeting was getting stuck on operational issues, which was not his intention. After various attempts to steer the conversation back to the issues he wanted to focus on, he told the claimant to ‘be quiet’ and let others speak, so that he could redirect the discussion. The claimant was upset at the criticisms of Keystone, the manner they had been delivered (including the fact that AU, a member of her team, provided negative feedback and other members of her team saying ‘go Angel, go’ as she did so), and being told to be quiet by AM. She felt embarrassed and humiliated. She did not stay for the lunch, which was provided between the morning and afternoon sessions.

20. AM sent a message to all staff who attended the AD Meeting that evening, thanking them for attending. He stated that he would welcome any further feedback from everyone, after they had had a chance to reflect on the meeting. He also sent a separate message to the claimant that evening, asking if she wanted to discuss matters, as he felt that her demeanour and comments during the meeting, as well as the fact that she did not stay for lunch, demonstrated that the discussion had not landed well with her, and that there were frustrations from her perspective, which he wanted to understand. The claimant sent an email to AM and HT the next morning, stating that she would like to meet with them, to discuss a few points.

21. A meeting took place later that day, via Teams. The claimant, AM and HT were present. The claimant raised her concerns about how the meeting progressed, stating that people were commenting on Keystone, but did not have sufficient training on the system, so did not understand its capabilities. AM stated that

he had felt it was important for everyone to have the opportunity to speak at the meeting, and be encouraged to do so. He stated that healthy challenge and feedback should be welcomed.

22. On 18 April 2024, RB contacted AM to raise some concerns. He worked in the same open plan office area as the claimant and her team. He raised concerns regarding the atmosphere in the office generally, which he attributed to the claimant and her management style and, in particular, an exchange he stated that the claimant had had with GB that morning. He stated that the claimant was expressing negative views about the AD meeting, criticising AU for making negative comments about Keystone, and interacting inappropriately with GB.

23. At 18:58 that day, AM sent an email to HT, outlining the concerns reported by RB. He asked to have a call with her the following morning, to discuss those concerns and how they should be addressed. She did not call him the following morning, as requested. She did not respond to his message until the following Wednesday.

24. On 19 April 2024, AM sent an email to KF, forwarding the email he had sent to HT the previous day. He stated that he believed that other issues regarding the claimant had been raised in the past, and addressed 'semi formally'. He asked to have a call with KF to discuss. They had a discussion later that day. Following that discussion, KF sent an email to AM summarising their discussion and summarising the steps which could be taken to address matters, either formally or informally, so that he could consider how to take matters forward.

25. On Wednesday 24 April 2024, HT resigned, giving 12 weeks' notice. She asked however, to be released early. Her last working day was 28 June 2024. On the same day, HT and AM had a discussion about his email to her dated 18 April 2024. He asked her to look into the matter and conduct a fact find.

26. During a discussion on 25 April 2024, HT told AM that she had chatted to a couple of people in the office about what AM had stated in his email. It was clear to AM, from his discussion with HT, that she had not spoken to the claimant, and had not documented any of the 'chats' she had had. This was not what he was expecting.

27. Later that day, CP, who worked in a different team to the claimant, but in the same open plan area as the claimant and her team, called AM. In the discussion, she raised concerns in relation to an interaction she had with the claimant that day in the carpark, and in relation to the claimant's management of her team, particularly towards AU, CM and GB. On the pretext of 'checking in' with each following the AD Meeting, to obtain their perspective on the meeting and any thoughts they had had since, he contacted each individual.

He asked each individual, during that call about their working relationships. Each expressed concerns about their working relationships. AM emailed KF the following day to state that he felt that, given that further concerns had been raised in relation to the claimant, he now believed that a formal investigation would be required.

28. AM and KF had a discussion at the start of the following week. During that discussion it was agreed that a formal investigation should be conducted. As HT had resigned, and AM had not been impressed with the actions she had taken in response to his initial email, it was agreed that another Head of Service would be identified to undertake the investigation. RY was asked to do so on 2 May 2024, and an HR representative was also appointed, to support him in that process.

29. AM held a meeting with the claimant on 2 May 2024. The claimant was accompanied by HT at the meeting. The meeting had been requested by the claimant. At the start of the meeting, the claimant raised some concerns, which were discussed. AM then stated that concerns had been raised in relation to the claimant's behaviours, which would be investigated under the respondent's disciplinary policy. He outlined the three allegations to be investigated (stated in paragraph 31 below), stating these could constitute gross misconduct. He confirmed that RY would conduct an investigation, and would contact the claimant about that. AM stated that, once the investigation had concluded, he would then take a decision on next steps. The claimant was upset at being informed of this, and took the rest of the day off.

30. HT contacted KF immediately following the discussion, at the claimant's request. HT asked KF whether the allegations were being considered as potentially amounting to gross misconduct. KF confirmed that they were not and that HT could/should share that confirmation with the claimant. She stated that HT or the claimant could revert to her if they had any further concerns or required clarification of any other points.

31. On 7 May 2024, a letter was sent to the claimant indicating that she required to attend an investigation meeting on 28 May 2024. It set out that there were three allegations to be investigated, as follows:

"*1. Behaviours/conduct towards those you manage:*

- *Concerns have been raised by individuals managed by you alleging that your behaviour and approach to individual and team management fails to meet the standards set by Bield's Code of Conduct and Values which had a negative impact on their experience at work.*

2. Behaviours within the office setting specifically your alleged conduct following the Property Directorate Review Sesion on 17 April 2024, in which:

- *You allegedly expressed personal views/feedback about the review session in an unacceptable way in the open plan office.*

- *You allegedly made unacceptable comments about named individuals in Bield, including those you manage, in a disrespectful way.*

- *You allegedly were observed shouting or raising your voice during a 1-1 conversation with a person that you line manage about work.*

3. Behaviours/conduct towards your colleagues:

- *Concerns have been raised by work colleagues alleging that your behaviour towards them fails to meet the standard set by Bield's Code of Conduct and Values which has had a negative impact on their experience at work.*"

32. The letter referenced where the claimant could find the respondent's 'Sources of Employee Support' leaflet, and confirmed that if the claimant had any concerns or queries, she could contact her designated point of contact, staff representative or the HR Partner who wrote the letter.

33. The claimant attended the investigation meeting on 28 May 2024. The claimant was accompanied at the meeting by a colleague. RY conducted the meeting. He was supported by an HR Partner. An HR Advisor took notes of the meeting. The meeting lasted over 3 hours. By the time of his meeting with the claimant, RY had met with 9 witnesses. At the meeting, he put to the claimant what they had stated, giving her the opportunity to comment. After the meeting the claimant was sent the minutes of the meeting, and given the opportunity to comment on them. Amendments were either agreed and incorporated, or the comments were retained with the minutes. The same process was followed for everyone interviewed as part of the investigation.

34. At the start of June 2024, one of the claimant's colleagues investigated a complaint made by a tenant, in relation to the claimant, and responded to the tenant. AM, as director, had oversight of all complaint responses issued. He raised concerns with HT about the investigation process and that the response issued did not answer all the issues the tenant had raised. She responded to the points he raised.

35. On 13 June 2024, the claimant looked at the salary scales document on the respondent's intranet. She noted that the role of Asset Management Officer was not included on that. This was due to the error referenced in paragraph 17 above. The claimant did not raise any concerns in relation to this with the respondent.

36. In mid-June 2024, the claimant applied for a role with Hanover Scotland. She attended an interview for that role in July 2024.

37. On 27 June 2024, there was a full department meeting at which AM set out his proposed new structure for the department. He assured everyone that redundancies were not envisaged in the process. The proposed new structure included a change to the claimant's job title. AM had met with the claimant on a 121 basis in advance of this meeting to explain the proposed change and the rationale for it. The compliance function had two 'officer' posts – the claimant's role as Asset Management Officer, and CP's role as Service Contracts and Compliance Officer. The roles were previously independent, covering distinct areas. The intention, in the new structure, was that the roles would be aligned, so that they could work together to cross cover and share knowledge. As a result, the proposed structure indicated that the claimant's job title would change to Service Contracts and Compliance Officer. It also set out that two new roles would be created – Compliance Manager and Repairs Manager. These were both a higher grade to the claimant's existing role, which was at 'officer' level, and included additional responsibilities and additional functional oversight. The claimant applied for the Compliance Manager role.

38. RY concluded his investigation on 15 July 2024. He prepared a report setting out his findings, extending to just over 10 typed pages. He set out in his report the following:

    38.1. The names of the 11 individuals he had spoken to during the course of his investigation;

    38.2. The background to how the allegations were brought to the respondent's attention;

    38.3. The 3 allegations he was investigating;

    38.4. A chronology/timeline of events regarding the investigation process;

    38.5. A summary of the evidence gathered during the course of the investigation, with reference to each allegation. Within this section, RY noted that the claimant stated in her meeting *'that she has a hearing impairment, neuralgia, which may cause her to speak more loudly than most.'* That reflected, precisely, what was stated in the minutes of the meeting RY had with the claimant on 28 May 2024, which were appended to the report.

    38.6. Findings/conclusions, with reference to each allegation; and

    38.7. His recommendation, which was that the case should progress to a disciplinary hearing.

39. There were 15 appendices to the investigation report. That included the notes of his meetings with the claimant and 10 witnesses, as well as other evidence

relied upon and referenced in his investigation report. The claimant and witnesses had been given the opportunity to review the minutes of the meetings RY had held with them, before the minutes were finalised and appended to the report. The minutes recorded that each individual had been informed of the requirement to maintain confidentiality, that the content of the meeting must be kept confidential and must not be discussed or otherwise pass on any information relating to the investigation to anyone else.

40. The claimant was informed of RY's recommendation, but was not provided with the investigation report, or appendices, at that stage.

41. KF met with the claimant on 16 July 2024. She raised concerns that AM may be appointed to chair the disciplinary hearing and that she felt he could not do so impartially, setting out why she believed that to be the case. This included that AM had stated, on 2 May 2024, that the allegations could constitute gross misconduct. KF assured the claimant, at their meeting, that the allegations were not being considered as potentially amounting to gross misconduct. She undertook to investigate the matters raised and respond. The claimant's wellbeing and the respondent's Employee Assistance Programme was discussed. KF indicated that the claimant should contact her if there were any other areas of support which she wished the respondent to consider.

42. On 18 July 2024, at 18:13, KF sent a detailed email to the claimant setting out the respondent's position in relation to each of the concerns raised by the claimant during the meeting on 16 July 2024. She reiterated that the allegations against the claimant were not being considered as potentially amounting to gross misconduct. While the response indicated that the respondent disagreed with some of the points made by the claimant, and the reasons for that, given the claimant's concerns, KF indicated that a decision had been taken that AM would not chair the disciplinary hearing.

43. On 30 July 2024, the claimant was invited to a disciplinary hearing, to be held on 5 August 2024. The letter confirmed the allegations to be addressed at the hearing. While allegation 2 remained as stated previously, more detail was provided in relation to allegation 1, and allegation 3 was stated to be specifically in relation to an incident on 18 April 2024, in the respondent's car park. The letter detailed who would be chairing the hearing and that the claimant could be accompanied. Details of the respondent's counselling service were attached to the letter. A copy of the investigation report, with appendices, was enclosed with the letter, as well as copies of relevant policies. KF called the claimant, in advance of the letter being sent, to reassure her again that the allegations were not being considered as allegations of gross misconduct and that it would be explicitly stated in the letter, if that were the case.

44. On 2 August 2024, the claimant was informed that she would be invited to an interview for the Compliance Manager role, on either 14 or 15 August 2024. The date was subsequently confirmed as 14 August 2024.

45. The claimant received a formal offer of employment and a statement of terms and conditions of employment from Hanover Scotland on 6 August 2024. It noted a start date of 2 September 2024.

46. On 8 August 2024, KF wrote to the claimant with confirmation that the disciplinary hearing had been rescheduled, at the claimant's request, and would now take place on 19 August 2024.

47. The claimant indicated, on 9 August 2024, that she was unable to attend the interview for the Compliance Manager role on 14 August 2024, as she was on holiday week commencing 12 August 2024. On 13 August 2024, the date of the interview was rescheduled to 20 August 2024, and the claimant was informed of this. She was to be interviewed by Liz Peacock, Head of Development and Business Growth and Gavin Wright, Head of Property.

48. During her period of annual leave, the claimant read the investigation report and all the appendices to that. She decided, having done so, that she could not continue in her employment, as she could not return to work with the individuals who had given statements, as a result of what they said about her in those statements.

49. The claimant resigned from her employment, with immediate effect, at 09:05 on Friday 16 August 2024. She expressed gratitude for the opportunities and experiences she had gained during the 32 years of her employment, but stated that the workplace environment, culture and ongoing issues had caused stress and impacted her mental health, job satisfaction and professional growth to the extent that she could see no other option but to resign.

Submissions

Claimant's Submissions

50. The claimant, in summary, submitted that:

    50.1. She was subjected to discrimination arising from disability. She was accused of talking loudly and shouting, which arose because of neuralgia, and invited to a disciplinary hearing related to that. Her disability related behaviour was misinterpreted as misconduct.

    50.2. The respondent failed to make reasonable adjustments. They ought to have taken into account, and further investigated, the claimant's assertion that her neuralgia caused her to speak more loudly than others and/or shout.

50.3. The respondent failed to follow their own policies and/or the Acas code, the investigation process was unfair, and the outcome was prejudged. The respondent's cumulative conduct amounted to a fundamental breach of trust and confidence. She was constructively unfairly dismissed.

51. It should be noted that, in some respects (namely elements of the submission regarding the reasonable adjustments complaint) the claimant submitted that the Tribunal should reach conclusions on issues which were different to those in her claim. It was not appropriate for the Tribunal to do so. The Tribunal confined its decision to those issues raised by the claimant in her claim.

Respondent's Submissions

52. The respondent lodged an 11 page written submission, which they briefly supplemented orally. In summary they submitted as follows:

52.1. The claimant was not a disabled person at the relevant times. Even if she was, there is no evidence to demonstrate that neuralgia caused her to raise her voice. The investigation and decision to move to a disciplinary hearing focused on the tone and content of what the claimant stated, not the volume. The complaints of discrimination arising from disability and failure to make reasonable adjustments must therefore fail.

52.2. The claimant did not resign in response to a repudiatory breach. No such breach occurred. The respondent had reasonable and proper cause for their conduct: it was appropriate to commence an investigation, and this was conducted in an impartial and thorough manner.

Relevant Law

Disability Status

53. Section 6(1) of the Equality Act 2010 (**EqA**) provides:

'A person (P) has a disability if —

P has a physical or mental impairment, and the impairment has a substantial and long-term adverse effect on P's ability to carry out normal day-to-day activities.'

54. Schedule 1 EqA contains supplementary provisions in relation to the determination of disability. Paragraph 2 states:

'(1) The effect of an impairment is long-term if -

(a) it has lasted for at least 12 months,

(b) it is likely to last for at least 12 months, or

(c) it is likely to last for the rest of the life of the person affected.

(2) If an impairment ceases to have a substantial adverse effect on a person's ability to carry out normal day-to-day activities, it is to be treated as continuing to have that effect if that effect is likely to recur.'

55. Paragraph 5 states:

'(1) An impairment is to be treated as having a substantial adverse effect on the ability of the person concerned to carry out normal day-to-day activities if –

(a) measures are being taken to treat or correct it; and

(b) but for that, it would be likely to have that effect…'

56. The 'Guidance on matters to be taken into account in determining questions relating to the definition of disability' (the **Guidance**) does not itself impose legal obligations, but the Tribunal must take it into account where relevant (Schedule one, Part two, paragraph 12 EqA).

57. The Guidance at paragraph B1 deals with the meaning of '*substantial adverse effect'* and states *'The requirement that an adverse effect on normal day-to-day activities should be a substantial one reflects the general understanding of disability as a limitation going beyond the normal differences in ability which may exist among people. A substantial effect is one that is more than a minor or trivial effect.'*

58. In ***Goodwin v Patent Office*** [1999] IRLR 4, the EAT held that in cases where disability status is disputed, there are four essential questions which a Tribunal should consider separately and, where appropriate, sequentially. These are:

58.1. Does the person have a physical or mental impairment?

58.2. Does that impairment have an adverse effect on their ability to carry out normal day-to-day activities?

58.3. Is that effect substantial?

58.4. Is that effect long-term?

59. The burden of proof is on a claimant to show that he or she satisfies the statutory definition of disability.

Discrimination Arising from Disability

60. Section 15 EqA states:

"(1) A person (A) discriminates against a disabled person (B) if – (a) A treats B unfavourably because of something arising in consequence of B's disability, and (b) A cannot show that the treatment is a proportionate means of achieving a legitimate aim.

(2) Subsection (1) does not apply if A shows that A did not know, and could not reasonably have been expected to know, that B had the disability."

61. Guidance on how this section should be applied was given by the EAT in ***Pnaiser v NHS England*** [2016] IRLR 170, EAT, paragraph 31. In that case it is pointed out that 'arising in consequence of' could describe a range of causal links and there may be more than one link. It is a question of fact whether something can properly be said to arise in consequence of disability. The 'something' that causes the unfavourable treatment need not be the main or sole reason, but must have at least a significant (or more than trivial) influence on the unfavourable treatment, and so amount to an effective reason for or cause of it.

62. There is no need for the alleged discriminator to know that the 'something' that causes the treatment arises in consequence of disability. The requirement for knowledge is of the disability only (***City of York Council v Grosset*** [2018] ICR 1492, CA).

63. The burden is on the respondent to prove objective justification. To be proportionate, a measure has to be both an appropriate means of achieving the legitimate aim and reasonably necessary in order to do so (***Homer v Chief Constable of West Yorkshire Police*** [2012] IRLR 601). The Tribunal requires to balance the reasonable needs of the respondent against the discriminatory effect on the claimant (***Land Registry v Houghton and others*** UKEAT/0149/14). There is, in this context, no 'margin of discretion' or 'band of reasonable responses' afforded to respondents (***Hardys & Hansons v Lax*** [2005] IRLR 726, CA).

Failure to make reasonable adjustments

64. Section 20 EqA states:

'Where this Act imposes a duty to make reasonable adjustments on a person, this section, sections 21 and 22 and the applicable Schedule apply; and for those purposes, a person on whom the duty is imposed is referred to as A.'

65. The duty comprises three requirements. The first requirement is a *'requirement, where a provision, criterion or practice of A's puts a disabled person at a substantial disadvantage in relation to a relevant matter in*

comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to avoid the disadvantage.'

66. Section 21 EqA provides that a failure to comply with the first requirement is a failure to comply with a duty to make reasonable adjustments and that A discriminates against a disabled person if A fails to comply with that duty in relation to that person.

67. Further provisions in Schedule 8, Part 3 EqA provide that the duty is not triggered if the employer did not know, or could not reasonably be expected to know that the claimant had a disability and that the provision, criteria or practice is likely to place the claimant at the identified substantial disadvantage.

Burden of Proof

68. Section 136 EqA provides:

'If there are facts from which the tribunal could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned the tribunal must hold that the contravention occurred. But this provision does not apply if A shows that A did not contravene the provision.'

69. There is accordingly a two-stage process in applying the burden of proof provisions in discrimination cases, explained in the authorities of ***Igen v Wong*** [2005] IRLR 258, and ***Madarassy v Nomura International Plc*** [2007] IRLR 246, both from the Court of Appeal. The claimant must first establish a first base or *prima facie* case of direct discrimination or harassment by reference to the facts made out. If the claimant does so, the burden of proof shifts to the respondent at the second stage to prove that they did not commit those unlawful acts. If the second stage is reached and the respondent's explanation is inadequate, it is necessary for the Tribunal to conclude that the complaint should be upheld. If the explanation is adequate, that conclusion is not reached.

70. In ***Madarassy***, it was held that the burden of proof does not shift to the employer simply by a claimant establishing that they have a protected characteristic and that there was a difference in treatment. Those facts only indicate the possibility of discrimination. They are not, of themselves, sufficient material on which the tribunal 'could conclude' that, on a balance of probabilities, the respondent had committed an unlawful act of discrimination. The Tribunal has, at the first stage, no regard to evidence as to the respondent's explanation for its conduct, but the Tribunal must have regard to all other evidence relevant to the question of whether the alleged unlawful act occurred, it being immaterial whether the evidence is adduced by the claimant or the respondent, or whether it supports or contradicts the claimant's case, as

explained in ***Laing v Manchester City Council*** [2006] IRLR 748***,*** an EAT authority approved by the Court of Appeal in ***Madarassy***.

Constructive Unfair Dismissal

71. Employees with more than two years' continuous employment have the right not to be unfairly dismissed, by virtue of s94 ERA. 'Dismissal' is defined in s95(1) ERA to include what is generally referred to as constructive dismissal. Constructive dismissal occurs where the employee terminates the contract under which he/she is employed (with or without notice) in circumstances in which he/she is entitled to terminate it by reason of the employer's conduct (s95(1)(c) ERA).

72. The test for whether an employee is entitled to terminate his contract of employment is a contractual one. The Tribunal requires to determine whether the employer has acted in a way amounting to a repudiatory breach of the contract, or shown an intention not to be bound by an essential term of the contract (***Western Excavating (ECC) Ltd v Sharp*** [1978] ICR 221). For this purpose, the essential terms of any contract of employment include the implied term that the employer will not, without reasonable and proper cause, act in such a way as is calculated or likely to destroy or seriously damage the mutual trust and confidence between the parties (***Malik v Bank of Credit and Commerce International Ltd*** [1998] AC 20).

73. Conduct calculated or likely to destroy mutual trust and confidence may be a single act. Alternatively, there may be a series of acts or omissions culminating in a 'last straw' (***Lewis v Motorworld Garages Ltd*** [1986] ICR 157).

74. As to what can constitute the last straw, the Court of Appeal in ***Omilaju v Waltham Forest London Borough Council*** [2005] IRLR 35 confirmed that the act or omission relied on need not be unreasonable or blameworthy (although it will usually be so), but it must in some way contribute to the breach of the implied obligation of trust and confidence. Necessarily, for there to be a last straw, there must have been earlier acts or omissions of sufficient significance that the addition of a last straw takes the employer's overall conduct across the threshold. An entirely innocuous act on the part of the employer cannot however be a final straw, even if the employee genuinely, but mistakenly, interprets the act as hurtful and destructive of their trust and confidence in the employer.

75. In order for there to be a constructive dismissal, there must be a breach by the employer of an essential term, such as the trust and confidence obligation, and the employee must resign in response to that breach (although that need not be the sole reason - see ***Nottinghamshire County Council v Meikle*** [2004]

IRLR 703). The right to treat the contract as repudiated must also not have been lost by the employee affirming the contract prior to resigning.

76. The Court of Appeal in ***Kaur v Leeds Teaching Hospital NHS Trust*** [2018] IRLR 833 set out guidance on the questions it will normally be sufficient for Tribunals to ask in order to decide whether an employee has been constructively dismissed, namely:

    76.1. What was the most recent act (or omission) on the part of the employer which the employee says caused, or triggered, his or her resignation?

    76.2. Has he or she affirmed the contract since that act?

    76.3. If not, was that act (or omission) by itself a repudiatory breach of contract?

    76.4. If not, was it nevertheless a part (applying the approach explained in ***Omilaju***) 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?

    76.5. Did the employee resign in response (or partly in response) to that breach?

77. If an employee establishes that they have been constructively dismissed, the Tribunal must determine whether the dismissal was fair or unfair, applying the provisions of s98 ERA. It is for the employer to show the reason or principal reason for the dismissal, and that the reason shown is a potentially fair one within s98 ERA. If that is shown, it is then for the Tribunal to determine, the burden of proof at this point being neutral, whether in all the circumstances, having regard to the size and administrative resources of the employer, and in accordance with equity and the substantial merits of the case, the employer acted reasonably or unreasonably in treating the reason as a sufficient reason to dismiss the employee (s98(4) ERA). In applying s98(4) ERA the Tribunal must not substitute its own view for the matter for that of the employer, but must apply an objective test of whether dismissal was in the circumstances within the range of reasonable responses open to a reasonable employer.

Discussion & Decision

Disability Status

78. The Tribunal's conclusions, in relation to questions posed in ***Goodwin v Patent Office,*** regarding the impairment relied upon by the claimant, are set out below.

79. **Does the claimant have a physical or mental impairment?** The Tribunal accepted that the claimant has post-herpetic neuralgia. She produced a report from a consultant neurologist, dated 26 July 2005, confirming this.

80. **Was there an adverse effect on the claimant's ability to carry out day-to-day activities as a result of the impairments?** The Tribunal's findings in relation to this are set out in paragraph 13 above. The Tribunal concluded that there was an adverse effect on the claimant's ability to carry out day-to-day activities, particularly when considering what the position would be if the claimant were not taking prescribed medication.

81. **Was that effect substantial?** The Tribunal was satisfied that the adverse effects on the claimant's ability to carry out day-to-day activities as a result of post-herpetic neuralgia, as identified in paragraph 13 above, were substantial. They were clearly more than minor or trivial.

82. **Was that effect long-term?** The Tribunal was satisfied that the substantial adverse effects were long-term at the relevant times. They had lasted well over a year by that point.

83. For these reasons the Tribunal concluded that the claimant was a disabled person, as a result of post-herpetic neuralgia, throughout the period she was employed by the respondent.

84. Whilst the claimant asserted, in her claim, that an adverse effect of her post-herpetic neuralgia was hearing loss and/or a difficulty with basic tonal conversations causing her to inadvertently talk louder, no medical evidence was produced demonstrating this. The medical evidence produced made no reference whatsoever to the claimant having any hearing loss/impairment at all. There was no reference in the medical evidence produced to the claimant even being referred to audiology or for any hearing tests. There was no reference in the medical evidence produced to anything other than pain symptoms as a result of post-herpetic neuralgia.

85. The Tribunal accordingly did not accept that claimant had established that she had any type of hearing loss/impairment, or that this was an adverse effect of her post-herpetic neuralgia.

Discrimination Arising from Disability

86. The claimant stated that she would inadvertently talk loudly on occasion, that arose in consequence of her disability. She stated that was treated unfavourably because of that when the respondent accused her of talking loudly/shouting at people in her team and relied on this when progressing to a formal disciplinary hearing.

87. As set out in paragraph 84 above, the Tribunal concluded that the claimant did not establish that any propensity she may have had to talk more loudly on occasion arose in consequence of post-herpetic neuralgia, or hearing loss caused by this, as she asserted. Given that finding, the claimant's complaint of discrimination arising cannot succeed and is dismissed.

Reasonable Adjustments

88. The Tribunal did not accept that the respondent had the PCPs asserted, namely utilising a closed disciplinary process with no consideration for health conditions. As set out in paragraph 38.5 above, RY took into account the claimant's assertion that she had neuralgia, and her assertion that it may cause her to speak more loudly than most as it impacted her hearing. He made reference to this in his investigation report and notes of his meeting with the claimant, where she stated this, were appended to his investigation report.

89. Even if the Tribunal had not reached that finding however the complaint would have failed at the next step, namely consideration of whether any such PCP placed the claimant at a substantial disadvantage, in comparison to someone without the claimant's disability, due to the Tribunal's findings above. Given the Tribunal's conclusion that the claimant has not established that neuralgia impacted her hearing, or resulted in her inadvertently talking louder, there could be no finding that the asserted PCP placed her at the substantial disadvantage asserted as a result of her disability. The duty to make reasonable adjustments was accordingly not triggered.

90. For these reasons, the claimant's complaint that the respondent failed to make reasonable adjustments does not succeed and is dismissed.

Constructive Unfair Dismissal

91. In considering the claimant's claim of constructive dismissal, the Tribunal considered the tests set out in ***Kaur v Leeds Teaching Hospital NHS Trust***. The Tribunal's conclusions in relation to each element are set out below.

92. **What was the most recent act (or omission) on the part of the employer which the employee says caused, or triggered, his or her resignation?** While the claimant stated in her claim form that the final straw which caused her to resign was the invitation to the disciplinary hearing, in oral evidence she stated that it was, the claimant indicated, that it was in fact her reading the witness statements appended to that (as set out in paragraph 43) which caused or triggered her resignation. The Tribunal accepted the claimant's oral evidence in relation to this.

93. **Has he or she affirmed the contract since that act?** The Tribunal noted that the claimant read the witness statements in week commencing 12 August

2024, and resigned at the end of that week, on 16 August 2024. The Tribunal found that the claimant had not affirmed the contract before doing so.

94. **If not, was that act (or omission) by itself a repudiatory breach of contract?** The claimant did not assert that the statements were, by themselves, a repudiatory breach of contract. Rather, she asserted that reading them was the 'final straw' in a course of conduct, which led her to resign. The Tribunal agreed that the statements were not, by themselves, a repudiatory breach of contract.

95. **If not, was it nevertheless a part (applying the approach explained in *Omilaju*) of a course of conduct comprising several acts and omissions which, viewed cumulatively, amounted to a (repudiatory) breach of the *Malik* term?** The Tribunal considered the conduct relied upon by the claimant in relation to her complaint of constructive unfair dismissal and reached the conclusions set out below.

    95.1. **Instigation of an investigation.** The Tribunal concluded that the respondent had reasonable and proper cause for instigating an investigation. At the time they did so, two separate complaints had been made to AM, by individuals who did not work directly with the claimant, both of which raised concerns regarding their observations of the claimant's management style as well as, in CP's case, her own interactions with the claimant. AM did not immediately instigate a formal investigation on receipt of those complaints, he undertook some preliminary discussions, to test whether there could be any substance to them. When he determined there could be, rather than proceed down the informal route, as had been mooted as a possibility following receipt of the first complaint, a formal investigation was instigated. It was reasonable for the respondent to commence a formal investigation in these circumstances, and they had proper cause for doing so.

    95.2. **Absence of Grievance Forms.** The claimant asserted that the respondent should not have investigated an investigation in the absence of formal grievances being raised by her team members/CP. The Tribunal did not accept that this was a requirement. In the circumstances, the respondent had reasonable and proper cause to investigate the allegations against the claimant. Formal grievance forms, completed by the individuals, were not a prerequisite for this.

    95.3. **Meeting on 2 May 2024.** While AM denied using the phrase 'gross misconduct' during the meeting on 2 May 2024, the Tribunal accepted the evidence of the claimant and HT that he did so (see paragraph 29 above). This was also corroborated by KF's evidence (see paragraph 30 above), in relation to her conversation with HT, immediately following the meeting. KF confirmed to HT, during that discussion, that the allegations were not being considered as gross misconduct and stated that HT could/should share that confirmation with the claimant. Accordingly, whilst this was stated by AM on 2 May 2024, it was immediately corrected by KF. Whilst the claimant raised the matter again with KF on 16 July 2024, that was in the context of explaining why she felt that AM should not chair the disciplinary hearing (see below), rather than still believing, at that stage, that the allegations were being considered as potentially amounting to gross misconduct. KF confirmed to the claimant again however that the allegations were not being considered as gross misconduct. She did so again on 30 July 2024, when she called the claimant to advise her that the disciplinary hearing invite was being sent.

95.4. **Broad/Vague Allegations.** The claimant asserted that the allegations against her, as articulated in the letter to her dated 7 May 2024 (see paragraph 31 above), were broad and vague, with no dates or specific words stated, such that she did not have a fair opportunity to respond, before escalation to a formal disciplinary hearing. The Tribunal noted that there is no requirement for individuals to be given any written notification of allegations in advance of an investigation meeting, only in advance of a disciplinary hearing. The allegations made were put to the claimant during the course of the investigation meeting, and she was given the opportunity to comment on them (see paragraph 33). The Tribunal concluded that the respondent had reasonable and proper cause for acting as they did. It is also noted that the claimant was informed of more specific allegations in advance of the disciplinary hearing. At the same time, she was provided with the investigation report, the minutes of all the meetings and the other evidence relied on.

95.5. **Unfair Investigation Process.** The claimant asserted that the process adopted for the investigation was unfair, as the original concerns reported to AM were not properly recorded, and compared to what they stated to RY later, witnesses colluded, contradictions were not properly considered, key evidence was not obtained, and alternative explanations were not considered. The Tribunal concluded however that the respondent had reasonable and proper grounds for proceeding as they did. KF and AM agreed that the appropriate course of conduct was for someone completely independent to conduct a formal fact find investigation. This was to ensure that an impartial investigation was conducted, without the investigator being swayed by information gathered by a third party (AM), and the interpretation they may have placed on what they were told. The Tribunal concluded that RY conducted a reasonable and thorough investigation. The claimant was informed of the support available to her, RY put appropriate safeguards in place in informing all witnesses that matters must be kept confidential, and he was alive to the possibility of collusion. He produced a detailed investigation report, setting out the basis for his findings. If the claimant disagreed with those findings, felt that evidence had been missed and ought to be considered, or felt that the process RY followed was deficient in any way, there was a process in place for her to raise those concerns, and for them to be considered: namely at the disciplinary hearing which was scheduled to take place, before someone who had no previous involvement in the matter and was again, entirely impartial.

95.6. **Single Point of Failure.** In her evidence and submissions, the claimant focused on the use of this phrase, which had been used in the investigation meeting. She appeared to draw negative connotations from it and see it as a personal attack, stating that she had been labelled a single point of failure, which demonstrated predetermination, bias and a desire to remove her from her role. The Tribunal did not accept that was the case and concluded that, in doing so, RY was asking a question about whether the claimant's role (not her) could be seen as a single point of failure. In doing so he was referencing that there appeared to be a great deal of responsibility attached to the claimant's role, and that created a business risk. It was not, in any way, a personal attack or negative comment in relation to the claimant. Rather, it was acknowledgement that given the claimant's dedication to her role and willingness to take on new tasks, over time, her responsibilities had expanded to such a degree that it now created a business risk and a more equitable spread of responsibilities may require to be considered, which was one of the stated reasons for the restructure also.

95.7. **Tenant Complaint.** The Tribunal's findings in relation to this are set out in paragraph 34. The Tribunal concluded that any concerns which AM had were in relation to the manner in which the claimant's colleague conducted the investigation in relation to the complaint, not in relation to the claimant's conduct.

95.8. **Salary Scales.** As set out in paragraph 17, due to a formatting error, the claimant's role was not included in a draft of the salary scales to be published in April 2024. That error was noted by KF and rectified before initial publication, but occurred again when a further update was made to the document. On that occasion, the error was not noticed. The Tribunal concluded that this was an inadvertent error. The claimant noticed this on/around 13 June 2024 (paragraph 35) but did not raise any concerns in relation to this, despite meeting with KF on 16 July 2024 and raising a number of other concerns with her at that stage. Had she raised concerns, it would have been immediately explained and rectified.

95.9. **Restructure.** The Tribunal noted that, at the point of her resignation, the new structure had been proposed. Rather than continuing to work in distinct roles, with distinct duties, in the new structure it was proposed that the claimant and CP would work more closely together, so they could cover each other's roles and share knowledge. As such, it was proposed that the title of the claimant's role would change in the new structure. This was reflected in the documents shared with staff on 27 June 2024 (see paragraph 37). All staff were advised that no redundancies were envisaged and the claimant was given the opportunity to apply for a promoted role in the new structure, which she did. She was due to attend an interview for that role at the point she resigned. As at the date she resigned, the new structure had not yet been implemented. It was accordingly unclear, as at the date of the claimant's resignation, what her role in the new structure, if implemented, would be: whether she would secure a promoted position as Compliance Manager, whether her job title would be changed to Service Contracts and Compliance Officer or whether some other option would be implemented.

95.10. **AM as Disciplinary Panel Lead.** KF responded appropriately and promptly to the concerns raised by the claimant. While she explained that she did not agree with the reasons stated by the claimant for the disciplinary panel lead to be changed, she confirmed 2 days after the claimant raised concerns in relation to this matter, that AM would not be involved in any disciplinary hearing, as the claimant had requested. The claimant raised no concerns in relation to the individual subsequently identified to conduct the disciplinary hearing.

95.11. **Witch Hunt/Predetermined Disciplinary Hearing Outcome.** The claimant asserted that AM's conduct towards her, from February 2024 onwards, and particularly his statements on 2 May 2024, demonstrated that he was conducting a witch hunt and that the outcome of the disciplinary hearing was predetermined. The Tribunal did not accept this to be the case. The respondent had reasonable and proper cause for instigating an investigation. They put in place appropriate safeguards to ensure that the investigation, and the subsequent disciplinary hearing, were conducted by managers who were entirely impartial. There was no evidence to suggest that the witnesses were influenced by AM in the evidence they gave to RY. There was no evidence to suggest that RY was subjected to any undue influence in the findings he made in his investigation. There was no evidence to suggest that the disciplining manager had been, or would have been, subject to any undue influence to reach particular conclusions at the disciplinary hearing.

95.12. **Provision of Investigation Report with Appendices.** The Tribunal had no doubt that the statements appended to the investigation report would have been difficult for the claimant to read: they contained significant criticisms of the claimant and her management style, from individuals within her team and colleagues in other teams. They were however gathered fairly and impartially, through meetings with RY. As set out above, the respondent had reasonable and proper cause for instigating an investigation. Having done so, they had reasonable and proper cause for inviting the claimant to a disciplinary hearing. They were required, as a result of that decision, to provide the claimant with all of the evidence gathered. The claimant then had the opportunity to respond to the allegations made in the disciplinary hearing, which was scheduled to take place on 19 August 2024. It may have been the case that the allegations were not upheld at the disciplinary hearing, had the claimant participated in this process. The claimant chose to resign on 16 August 2024 instead.

95.13. **Events Following Resignation.** While the claimant raised concerns about issues which occurred after she submitted her resignation, those matters cannot form part of her reason for resigning. As such, it is not appropriate to consider them when assessing whether there was a course of conduct which, viewed cumulatively, amounted to a repudiatory breach of contract.

96. Taking into account the conclusions set out in paragraph 95 above, the Tribunal concluded that none of the asserted acts, where established, constituted a fundamental breach of contract by themselves, or when viewed together. They do not constitute, either individually or cumulatively, actions which are calculated or likely to destroy or seriously damage the mutual trust and confidence between the parties, and the respondent had reasonable and proper cause for their actions in all but one of the matters relied upon (the inadvertent error with the salary scale – paragraph 95.8). That inadvertent error did not, of itself, constitute a repudiatory breach. There was accordingly no course of conduct which, viewed objectively and cumulatively, amounted to a repudiatory breach of the implied duty of trust and confidence.

97. **Did the employee resign in response (or partly in response) to that breach?** Given the Tribunal's conclusions above, this did not fall to be answered. The Tribunal concluded that there was no breach.

98. Given these findings the Tribunal concluded that the claimant was not constructively dismissed, or wrongfully dismissed, by the respondent. Her

complaints of unfair dismissal and wrongful dismissal do not, therefore, succeed and are dismissed.

Employment Judge Sangster

5 August 2026

Date sent to parties ______________________________

Schedule to Judgment

List of Issues

---

1. Disability Status – s6 Equality Act 2010 (EqA)

1.1. Was the claimant a disabled person in accordance with the EqA at all relevant times because of neuralgia?

2. Discrimination Arising from Disability – s15 EqA

2.1. Has the respondent shown that it did not know, and could not reasonably have been expected to know, that the claimant had the disability.

2.2. Was the claimant treated unfavourably by the respondent accusing her of talking loudly/shouting at people in her team and relying on this when progressing to a formal disciplinary hearing?

2.3. Did the following arise in consequence of the claimant's disability?

2.3.1. The claimant would inadvertently talk loudly on occasion as she has difficulty with tonal conversations.

2.4. Was the unfavourable treatment because of any of the things that arose in consequence of the claimant's disability?

2.5. If so, was the treatment pursuant to a legitimate aim, namely, to ensure compliance with the respondent's code of conduct and to ensure all staff at the respondent are treated in a fair and dignified manner.

3. Reasonable Adjustments - s20 & 21 EqA

3.1. A 'PCP' is a provision, criterion or practice. Did the respondent have a PCP of utilising a closed disciplinary process with no consideration for health conditions?

3.2. Did that PCP put the claimant at a substantial disadvantage compared to someone without the claimant's disability, in that there was a complete lack of accounting for a significant factor which was threaded throughout the complaints and disciplinary process, that she could talk more loudly than deemed 'normal' by others.

3.3. If so, did the respondent know or could it reasonably have been expected to know the claimant was likely to be placed at any such disadvantage?

3.4. If so, would the steps identified by the claimant, namely taking medical condition into account, have alleviated the identified disadvantage?

3.5. If so, would it have been reasonable for the respondent to have taken that step at any relevant time, and did they fail to do so?

4. Constructive Dismissal

4.1. Did the respondent's actions, either individually or cumulatively, breach any express or implied term of the claimant's contract of employment? The claimant relies on a breach of the implied term of trust and confidence.

4.2. If so, was that breach repudiatory?

4.3. If so, did the claimant affirm the contract of employment before resigning?

4.4. If not, did the claimant resign in response to any such repudiatory breach?

4.5. If the claimant was dismissed: what was the principal reason for dismissal and was it a potentially fair one in accordance with sections 98(1) and (2) of the Employment Rights Act 1996 (**ERA**); and, if so, was the dismissal fair or unfair in accordance with s98(4) ERA.

5. Remedy

5.1. If the claimant establishes any of their complaints, to what remedy are they entitled? Specifically:

5.1.1. What basic and/or compensatory award is payable to the claimant, if any?

5.1.2. What financial losses has the discrimination caused the claimant?

5.1.3. What injury to feelings has the discrimination caused the claimant and how much compensation should be awarded for that?

6. Wrongful dismissal

6.1. Did the respondent act in breach of contract by dismissing the claimant without notice?

6.2. If so, how much should the claimant be awarded as damages?