



EMPLOYMENT TRIBUNALS

Claimant: Rudolph Dotse

Respondent: UK Atomic Energy Authority

Heard at: Reading in person

On: 20 to 24 July 2026

Before: Employment Judge MJ Smith
Mr J Appleton
Mrs A Brown

REPRESENTATION:

Claimant: In person

Respondent: Ms J Laxton

JUDGMENT

The unanimous judgment of the Tribunal is as follows:

1. The complaint of unfair dismissal is not well-founded and is dismissed.

Written reasons having been requested by the claimant at the hearing in accordance with Rule 60(4) of the Employment Tribunals Rules of Procedure 2024, the following reasons are provided:

REASONS

Introduction

1. This is a claim of constructive unfair dismissal due to the respondent's breach of the implied contractual term of mutual trust and confidence between the claimant and the respondent. The claimant stated that he had been treated badly by the respondent because he had made requests for flexible working which were not properly dealt with and because he had raised a grievance as a result. The claimant stated that he had been rated 'not competent' by his line manager in his 2022/2023 appraisal review and was placed on a Performance Improvement Plan (PIP) with no justification. The claimant was employed by the respondent as an electrical and electronics engineer from 11 November 2019 until his employment ended on 13 October 2023. The claimant had resigned on 14 July 2023 and had completed his three months' notice.
2. The respondent is a public sector body which conducts fusion research into a wide range of programmes including plasma science, tritium science and robotics. The respondent stated that it did not breach any term of the contract, express or implied, and did not behave in a way such as to destroy the implied term of mutual trust and confidence between itself and the claimant. Alternatively, it stated that the claimant affirmed the contract of employment by waiving the repudiatory breach and/or that the claimant resigned for some other reason than the breach.

The procedural background

3. The claimant made an application at the start of the hearing to include a number of documents which he said were missing from the bundle. The documents received by the tribunal were not the documents to which the claimant was referring. The tribunal asked him which issue the documents related to and he then stated that he would not make the application at this stage. The claimant did not make another application for late introduction of documents.
4. The claimant has a speech impediment and anxiety which affects his ability to speak clearly. The tribunal took shorter but more frequent breaks to accommodate this, the claimant was able to engage with the tribunal to present his case and we were grateful for his perseverance. The claimant and the respondent made written, instead of oral, submissions which the claimant stated would assist him in communicating his arguments to the tribunal.

Law

5. Section 98 of the Employment Rights Act 1996 states:

98.— General.

(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—

(a) the reason (or, if more than one, the principal reason) for the dismissal, and
(b) that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

(2) A reason falls within this subsection if it—

(a) relates to the capability or qualifications of the employee for performing work of the kind which he was employed by the employer to do,
(b) relates to the conduct of the employee,
(c) is that the employee was redundant, or
(d) is that the employee could not continue to work in the position which he held without contravention (either on his part or on that of his employer) of a duty or restriction imposed by or under an enactment.

(3) In subsection (2)(a)—

(a) “capability” , in relation to an employee, means his capability assessed by reference to skill, aptitude, health or any other physical or mental quality, and
(b) “qualifications” , in relation to an employee, means any degree, diploma or other academic, technical or professional qualification relevant to the position which he held.

(4) Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer)—

(a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and
(b) shall be determined in accordance with equity and the substantial merits of the case.

6. Section 95 of the Employment Rights Act 1996 states:

95.— Circumstances in which an employee is dismissed.

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

...

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

7. The case of ***Western Excavating (ECC) Limited v Sharp*** [1978] IRLR 27 sets out the applicable test when considering a claim for constructive unfair dismissal. The breach must be '*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*' such that the employee terminates the contract of employment as a result of the breach.
8. In ***Tullett Prebon PLC and Ors v BGC Brokers LP and Ors*** 2011 IRLR 420, CA it was held that the perspective, when looking at all the circumstances objectively, should be that of '*a reasonable person in the position of the innocent party*'.
9. The case of ***Omilaju v Waltham Forest London Borough Council*** [2005] IRLR 35 CA gives clear guidance on how a tribunal should approach a claim for constructive unfair dismissal.
10. In ***Kaur v Leeds Teaching Hospital NHS Trust*** [2018] IRLR 833 CA it was held that an employee who is the victim of a continuing cumulative breach of contract is entitled to rely on the totality of the employer's acts notwithstanding a prior affirmation by the employee.
11. The case of ***Chindove v Morrisons Supermarkets Plc*** UKEAT/0201/13/BA stated that affirmation can be express or implied by inaction or delay but simple delay would not be enough particularly where the employee is sick or not working.

The evidence before us

12. The tribunal was provided with a bundle for the final hearing provided by the respondent of 809 pages. There were witness statements from the claimant, Mr Joseph Dobrashian and Mr Robert Salmon. The tribunal heard evidence from the claimant, Mr Joseph Dobrashian and Mr Robert Salmon.

13. Having heard the evidence and read such documents as were referred to in the hearing bundle we made the following findings of fact.

Our findings of fact

14. Mr Adam Kenny was the claimant's line manager until April 2022 when Mr Dobrashian became the claimant's line manager. Mr Dobrashian remained as the claimant's line manager until Mr Salmon became the claimant's line manager on 20 February 2023.
15. The claimant's evidence was confusing and he was not always clear on the basis upon which he was making his claim. During the course of being questioned by the respondent's representative, the claimant would sometimes reply 'no comment' to questions asked. It is clear that issues with the communication of the claimant were raised throughout the documents and during the evidence of Mr Salmon and Mr Dobrashian. The claimant accepted that he would sometimes use the words 'no comment' in response to managers and colleagues.
16. The claimant made allegations against Mr Salmon and Mr Dobrashian that their claims were false. In relation to the handwritten note made by Mr Dobrashian the claimant alleged that this was retrospectively created to assist the respondent's case. This was a serious allegation which had not been raised in the list of issues or in the claimant's witness statement. It was first raised during questioning of Mr Dobrashian by the claimant. The tribunal found that the note was an accurate reflection of emails sent by Mr Dobrashian on 2 November 2022 and in January 2023 and therefore was not a fabrication.
17. The tribunal has set out our findings below as per the List of Issues at paragraph 1 from the case management order from the preliminary hearing on 16 December 2024.
- (a) In March 2022, the Claimant had to take time off work because he was subjected to false accusations initially by Adam Kenny, and then in the investigation report by unnamed persons, of not complying with safety regulations.
18. The claimant's evidence on this point was that the Unusual Occurrence Report (UNOR) referenced above was raised by his previous line manager Mr Kenny. The claimant alleged that this accusation was false and that during the investigation he was found not to have done anything wrong. The documentary evidence dated 18 January 2022 (pg 78) showed that because it was a 'near miss' incident it had to be

reported in order to ensure electrical safety. The claimant did not dispute this and the tribunal found that the accusations were not false. The claimant was prevented from undertaking any unsupervised electrical work pending the investigation. The UNOR had been investigated and dealt with as a performance issue (pg 100) because the respondent chose not to proceed with it as a disciplinary issue. The claimant did not address the matter of taking time off in his witness statement or in oral evidence and the tribunal did not find that he had taken time off in March 2022 or that if he had done so, that it was as a result of the UNOR incident on 17 December 2021.

(b) The Claimant was moved to a new team where the manager, Joseph Dobrashian, made the working environment difficult by shouting at the Claimant on multiple occasions and denying the Claimant development opportunities between May 2022 and January 2023; the Claimant stating that these were training opportunities necessary for him to carry out his role, namely:

- A course on high voltage inspection and training;
- A course on the safe operation of high voltage power systems;
- A NEBOSH course.

19. It is agreed that the claimant moved to Mr Dobrashian's JET team in April 2022. The claimant stated in oral evidence and in his witness statement that Mr Dobrashian had shouted at him. In oral evidence the claimant further stated that Mr Dobrashian had called him a 'bare faced liar' during the incident related to the claimant's personal items being 'displaced' when he returned from leave. This allegation did not form part of the list of issues agreed by the parties at the preliminary hearing on 16 December 2024 and was not referenced in the claimant's witness statement. Mr Dobrashian denied this allegation. The tribunal found that the 'bare faced liar' comment had not been made because there was no documentary evidence of it and it was only raised for the first time at the final hearing.

20. Mr Dobrashian in his oral evidence accepted that he had been frustrated with the claimant during this exchange but that this was because he had tried to resolve the claimant's issue regarding his displaced items and had found, upon returning to the claimant, that in fact the items were already in the claimant's possession. Mr Dobrashian accepted it was likely that he had raised his voice but nobody had noticed him shouting. The tribunal found that Mr Dobrashian did not shout at the claimant.

21. The claimant stated that Mr Dobrashian had denied him training opportunities. In the list of issues the courses were not explicitly stated, apart from the NEBOSH course,

and Mr Dobrashian, in his witness statement, attempted to identify the courses referenced by the claimant (paras 19-20 JD W/S). Mr Dobrashian in his written and oral evidence stated that neither course was appropriate for the claimant's level as he had not yet reached the stage where they would be. The claimant stated that he required these courses in order to be able to meet his objectives as set out in the appraisal system (APS). His evidence was confused however, in relation to the courses which he said were relevant.

22. When questioned he referred to courses which were in his development plan in the sections to be completed by the line report. He stated that this meant that the courses were required and he should have been put onto those courses such as the P1 course. The P1 course had not been referenced in the list of issues or in the claimant's witness statement.
23. When questioned about the courses in the list of issues the claimant stated that the list was incorrect and that he meant an inspection and training City & Guilds course rather than 'course on high voltage inspection and training'. However, when questioning the respondent's witnesses the claimant referred to the 'high voltage inspection and training course' as being required for his role. Mr Dobrashian stated that this course was not relevant to the claimant's role because there was a safety team whose remit was the high voltage inspection and training and that low voltage inspection was carried out by a different team to the claimant's. The tribunal found that this course was not relevant to or required for the claimant's role.
24. The second course referenced in the list of issues was the 'safe operation of high voltage power systems' course. The claimant said it was relevant for his role and would have helped him to meet his objectives. Mr Salmon and Mr Dobrashian stated that this course would be relevant for an Authorised Person Electrical (APE). It is accepted that the claimant was not an APE. It is accepted that the claimant was not a Nominated Person Electrical (NPE) which is one level below APE (para 20 JD W/S). The respondent's witnesses stated that this course was not relevant for the claimant as he had not reached a level at which the course would be required as part of his role. Mr Dobrashian illustrated this by saying he, himself, had only undertaken the safe operation of high voltage power systems course within the last 18 months. Mr Salmon's evidence corroborated this. It was accepted that the claimant had undertaken over 80 courses during his employment (pgs 119-120). The tribunal found that this course was not relevant to or required for the claimant's role.

25. The claimant accepted in oral evidence that he was no longer relying on his non-attendance at the NEBOSH course as part of his claim for breach of contract. The tribunal found that this course was not relevant to or required for the claimant's role.
26. The claimant, in his written submissions, asserted that the list of courses on pages 119 to 120 of the bundle was inaccurate and should be revisited. This inaccuracy was not challenged by the claimant during the evidence. In answer to a direct question the claimant stated that his claim was that he had not been allowed to go on the courses in the list of issues. It was not, therefore, part of his claim that the courses at pages 119 to 120 were an inaccurate reflection of those he had attended. The tribunal found that the list of courses at pages 119 to 120 is accurate.
- (c) The Claimant's request for flexible working was refused on 17 February 2023.
27. It is accepted that the claimant emailed Mr Dobrashian on 2 November 2022 (pg 168) to make a 'statutory request' to work Monday to Thursday 8.15am to 4.30pm with a 45-minute lunch break and work from home on Fridays when not rostered for shifts. Mr Dobrashian responded the same day stating that 'UKAEA does not allow working from home as part of the flexible working request'. He acknowledged in oral evidence that this was incorrect but had stated in his email of 2 November 2022 and in oral evidence that the claimant's request for shorter working days could be accommodated and that a change of location to work from home as a permanent contractual change was not acceptable due to the operational and onsite nature of the JET team where the claimant worked. The claimant, when questioned, stated that he had needed the flexible working for parental reasons such as doing the school run and to receive medical treatment. Neither of these reasons was set out in the request to Mr Dobrashian on 2 November 2022.
28. The claimant appeared to be confused as to the difference between hybrid working and flexible working. Hybrid working (pgs 385-391; 398-401), according to Mr Dobrashian, is the ability of UKAEA employees to ask to work from home on an ad hoc basis. This also includes changes to working hours such as working a nine-day fortnight or altering weekly hours to enable an early finish on a Friday. Flexible working is a permanent contractual change such as a change of work location which would have to be requested on a more formal basis. The evidence of Mr Salmon and Mr Dobrashian was that a flexible working change needed to be entered on the Unit 4 management system. Both Mr Dobrashian and Mr Salmon stated in oral evidence, which is corroborated by the documentary evidence throughout the bundle, that the changes to the claimant's working hours were capable of being accommodated.

29. The evidence of Mr Salmon and Mr Dobrashian was that an employee could request to work from home on an ad hoc basis which would need to be approved by a line manager. This was an informal hybrid working arrangement which did not require a formal request via Unit 4. The request made by the claimant, according to Mr Dobrashian, to work from home when not rostered on Fridays would have been a permanent contractual change which required a formal flexible working request to be placed on the management system Unit 4. When the request is made on the system it goes to the Department Manager for approval.
30. Mr Dobrashian explained to the claimant that the request to work from home on Fridays as a permanent change could not be accommodated because of the nature of the JET team as being an operational onsite engineering team. He told the claimant that while ad hoc requests to work from home could be accommodated subject to business need, a permanent change needed to be formally requested. The documentary evidence showed that there were attempts by Mr Dobrashian to clarify the hours requested by the claimant (pgs 166-167). The claimant submitted his flexible working request on Unit 4 which was received by Mr Paul Stevenson as the claimant's Department Manager. This request was formally rejected on 17 February 2023 (pg 183) in Unit 4 because it would be a 'contractual change and should be managed and agreed under hybrid working arrangements'.
31. The claimant asserted that the reason stated in the Unit 4 rejection was not phrased as one of the eight business reasons to reject a flexible working request and that this made the rejection invalid. The documentary and oral evidence was clear, and it was accepted by the claimant, that Mr Dobrashian had explained that the reason for the rejection of the working from home flexible working request was due to the operational nature of the JET team and the inability to perform this role whilst working permanently from home. The tribunal found that the reason for the rejection was as set out to the claimant throughout the process namely that a permanent change of location to working from home on non-rostered Fridays could not be accommodated for an employee working on the JET team because they were required to be onsite in case they were needed to assist the rest of the team. The tribunal found that the claimant's initial request was rejected on 2 November 2022 and was formally rejected again on 17 February 2023 for the same reasons.
- (d) The Claimant was excluded and ostracised after he raised concerns on 9 February 2023 with Robert Salmon about the allocation of a 'permit to work' to Oliver Bachmann; the Claimant says that:
- He was given "the silent treatment" by his entire team (in particular Charlie McKnight, Philip Jeffries and Oliver)

- Work was carried out without him being there, such as on 09 February 2023, work on high voltage switchgear
- The team used to lunch together, but they stopped telling him when they were taking a lunch break so that from then he ate his lunch alone
- On 30 June 2023 Robert Salmon told him that he was no longer available for the operations team.

32. It is accepted that the claimant raised concerns with Mr Salmon on 9 February 2023 relating to a work permit allocated to Mr Cliff Jones which was used by Mr Oliver Buchmann. The evidence of both the claimant and Mr Salmon is that the claimant was told by Mr Salmon to report the issue to Mr Phil Jeffries, the Authority to Operate Holder who operates all safety issues for MAST, because he was the most senior person and had the authority to deal with the issue. The claimant was informed by Mr Jeffries that there was no issue with Mr Buchmann and that he was qualified to carry out the work (para 15 RS W/S). The claimant does not appear to dispute the facts, but his concern was that Mr Buchmann was not qualified to undertake the work. The tribunal found that Mr Jeffries was the appropriate person to decide if Mr Buchmann was qualified and whether he could use the permit issued to Mr Cliff Jones.

33. The claimant did not address the issue of 'silent treatment' by the team in his witness statement. There was no evidence that this occurred and the tribunal found that this did not occur.

34. The claimant stated that work was carried out without him being there and gave the example of 9 February 2023 on the high voltage switch gear. Mr Salmon's evidence was that the claimant was removed from this work because he had been placed back to work with the MAST team, his original team, and Mr McKnight asked for him to be removed (pg 181). The tribunal found that the claimant had been removed from work on 9 February 2023 with the MAST team but that this was as result of the claimant's poor performance not because of the concerns he raised.

35. The claimant stated that he was excluded from lunch at work. The evidence of Mr Salmon and Mr Dobrashian was that lunch was an informal arrangement. Sometimes people would bring in their lunch or they would go to the canteen which was in a different building to the one where JET was based. Employees would go for lunch at about 12pm and would ask colleagues who were in their offices if they wanted to go for lunch. Mr Dobrashian stated that the claimant shared an office and that colleagues would ask anyone in the office at lunch time if they wanted to go. If the claimant was in the office he would have been asked, if he was not asked, it was

because he was not in his office at the time. This issue was not addressed in the claimant's witness statement and he could not give an example of such treatment when questioned. The tribunal found that the claimant was not excluded from lunch at work.

36. The claimant accepted, as the documentary evidence showed, that he had been on annual leave on 30 June 2023 when the alleged conversation with Mr Salmon took place. There was a conversation referenced in an email by Mr McKnight between him, Mr Dobrashian and Mr Kenny dated 14 February 2023 (pg 181) that the claimant was no longer available to the operations team because of issues related to his performance. The tribunal found that no conversation took place on 30 June 2023 between the claimant and Mr Salmon. The tribunal found that the only other possible evidence about this issue was in the 14 February email and that the reasons for removing the claimant from work and keeping him away from the MAST team were performance related.

(e) The Claimant was unfairly rated as "incompetent" in performance review for 2023; he says that he was not incompetent but accepts that he should have been rated as "developing" but that this was still unfair as the training need was not met as the Joseph Dobrashian would not put him on the necessary and essential training courses.

37. The claimant's objectives were provided for the years 2020, 2021 and 2022 with target dates of 2023 (pgs 188-197). The claimant accepted that he had not met his objectives for the year 2022 to 2023. In particular he had not achieved becoming a Plant Responsible Officer (PRO), had not achieved the Power Supplies Operations Engineer level (PSOE) and had not completed the battery charger project (pgs 221-222). The claimant stated that he had not achieved his objectives because of the lack of training but, as set out above, the claimant had completed a significant number of courses and the courses he referenced in the list of issues were not relevant to or required as part of his role. The tribunal found that the claimant had not achieved his objectives due to performance issues.

38. The claimant stated that he should have been rated as 'developing' instead of 'not competent' in his appraisal because he needed training to achieve his objectives. As set out above, the claimant had not achieved his objectives. There were only two options available to the respondent as part of the appraisal process 'competent' and 'not competent' (pg 222). Because the claimant had not achieved his objectives, the only option available to the respondent was to rate him as 'not competent'. The tribunal found that the respondent was entitled to rate the claimant as 'not

competent' as a result of his failure to meet his objectives in his 2022 to 2023 appraisal.

- (f) The Claimant was unfairly placed on a performance improvement plan (PIP) in March 2023 (because if he had been trained he would not have needed a PIP).

39. As set out above, the respondent was entitled to rate the claimant as 'not competent' in his 2022 to 2023 appraisal. Mr Salmon's evidence was that any employee who is rated 'not competent' is automatically put on a PIP (para 10.2.1 pg 473) as per the Performance Management Policy (pgs 472-485). The tribunal found that the respondent had followed its procedure when placing the claimant on a PIP.

- (g) The way that the Claimant was treated in respect of agreeing the terms of reference for the PIP; (the Claimant says that this was not a matter of discussion but was imposed without consultation).

40. The claimant stated that there was no discussion about the objectives in the PIP and that Mr Salmon had imposed them unilaterally. Mr Salmon's evidence was that there had been a discussion with the claimant about the objectives as part of the PIP process. The claimant appeared to object to the use of the word 'discussion' when Mr Salmon had the final say on the objectives. Mr Matthew Broadway, from the respondent's HR department, sent an email to the claimant explaining the PIP process and that while the claimant was able to express his views as part of the process, Mr Salmon, as the claimant's line manager, had to ultimately decide the objectives in the PIP. The tribunal found that Mr Salmon had spoken to the claimant about the PIP objectives prior to setting them.

- (h) The way that the Claimant was treated in a meeting on 26 April 2023 with Matthew Broadway and Robert Salmon.

41. The claimant referred to this meeting as part of his evidence but did not make reference to any particular treatment of him by either Mr Broadway or Mr Salmon during the meeting. The claimant stated in oral evidence that the issue was that Mr Salmon had investigated his grievance when he should not have done because he formed part of the complaint made by the claimant. This was not referenced in the claimant's witness statement and was raised for the first time when he questioned Mr Salmon. Mr Salmon's evidence was that he had not undertaken any investigation of any part of the grievance process. This is dealt with in more detail later in this judgment as part of the grievance portion of the list of issues. The claimant was

unclear what treatment he was alleging against Mr Broadway or Mr Salmon and the tribunal found that the claimant failed to identify the alleged bad treatment.

- (i) The Claimant's grievance raised on 13 April 2023 was not promptly, fairly or thoroughly investigated.

- 42. The claimant raised his grievance on 13 April 2023 and stated that he was told by Mr Broadway on 13 May 2023 (pg 233) that he would get a response about his grievance within two weeks depending on the number of interviews. It was reasonable for the claimant to expect that the investigation would be completed shortly after the two weeks. The documentary evidence shows that the respondent was investigating the grievance and had appointed an independent investigation manager.
- 43. Mr Salmon did not investigate any aspect of the grievance although his name was listed as having been involved with the informal fact find with Ms Alice Williams and having investigated the safety concern (pgs 229-230 and 295). Mr Salmon was spoken to by Ms Williams about the safety concern issue regarding the permit to work. Mr Salmon gave evidence that he had not been involved with the investigation and could not explain why the documents listed him as having done so. The remainder of the documentary evidence clearly shows that there were attempts to resolve matters informally. In the details of the fact find about the safety concern (pgs 229-230), Mr Salmon was noted as having provided a statement about the matter to Ms Williams with no other recorded involvement. Mr Broadway informed the claimant on 12 May 2023 (pg 295) that as a result of being unable to resolve the remainder of the grievance informally, Mr Sheppard had been appointed to investigate the issues related to flexible working and the PIP.
- 44. All relevant documentation was provided to the claimant in advance of the grievance investigation meeting with a large number of appendices (pgs 226-411). Terms of reference for the investigation were provided (pgs 297-299) and relevant personnel were interviewed (pgs 328-349) including the claimant, Mr Salmon, Mr Dobrashian and Mr Kenny. The claimant was able to provide his version of relevant notes and minutes of meetings as part of the investigation process. It had taken until 13 June 2023 to interview all relevant personnel having accommodated annual leave and other unavailability.
- 45. It is accepted that from 2 June 2023, the claimant was off sick from work until the termination of his employment. The claimant resigned on 13 July 2023 (pg 415) and the grievance outcome was sent to him on 21 July 2023 (pgs 420-424). Mr

Broadway had emailed the claimant on 14 July 2023 (pg 417) acknowledging the resignation and asking him to reconsider. He apologised for the delay in finalising the grievance outcome but stated that it was due to annual leave. The grievance outcome was sent after not having received a response from the claimant to that email. All communication was sent to the claimant's work email address as he was still working for the respondent and was also working his three-month notice period. The claimant suggested that all communication should have been to his home email address as that was the address from which he had sent his resignation. However, the resignation email from 13 July 2023 sent by the claimant had copied in his work email address. As all other communication had been sent to the claimant's work email address and given that the work email address had been copied into the resignation it was reasonable for the respondent to communicate with the claimant via his work email address. The use of work email addresses only was to be expected given the nature of the business conducted by the respondent.

46. While there had been a delay to the resolution of the grievance, there was a substantial amount of communication with the claimant in the intervening period such that the respondent was engaging with him to resolve matters. The grievance process was thorough and impartial and the claimant was given every opportunity to put forward his views and engage with the process. The tribunal found that there was a delay to the resolution of the grievance but this was a result of a combination of lack of availability and annual leave of relevant persons.

(j) The Respondent failed to make adjustments as requested by the Claimant in July 2023; the Claimant says that he suffered from stress and anxiety and requested three things: a change to his start times, working from home on Fridays, and an alternative role. He says that these changes were not considered.

47. The claimant stated that the respondent should have taken into account his health at the time as part of their consideration. There was a referral to Occupational Health in November 2022 and a report was prepared dated 29 November 2022 (pg 170) which recommended a Stress Risk Assessment (SRA) which would require regular review but stated that 'Rudolph is fit for his contracted role...There are no adjustments to his role required'. The claimant relied on this report to show that there were no regular reviews under the SRA as per the OH report. There were numerous attempts to engage with the claimant to complete a new SRA but one was never done after the initial SRA dated 7 April 2022 (pg 107-115). The tribunal found that there were no further adjustments that the respondent could make in July 2023 especially as the claimant was no longer in the workplace. For the reasons set out in the judgment above the tribunal did not find that the respondent failed to make

adjustments to the claimant's start times or to allow working from home on Fridays as requested. The tribunal found that the respondent did not make adjustments to the claimant's start times because he had not engaged with them on this issue. The tribunal found that the respondent did not make adjustments to the claimant's permanent change of location to work from home for operational reasons as set out previously.

48. Mr Dobrashian's evidence was that had the claimant informed him that he needed flexible working in order to seek treatment as he stated, the respondent could have applied the Planned Absence Policy which provides for paid leave for medical purposes. The claimant had not made any such request to Mr Dobrashian.

49. The claimant stated that alternative roles were not made available to him. Mr Dorbashian's evidence is that the claimant did not approach him about alternative roles and Mr Salmon's evidence is the same. The claimant stated that he had applied for jobs but had not been offered an alternative role. There were a number of emails from Mr Salmon and Mr Broadway regarding alternative roles for the claimant because the JET project was due to be completed and the team would all need to be redeployed. The tribunal found that the respondent was proactive about engaging with the claimant regarding alternative roles but that the claimant was unsuccessful in his job applications.

Conclusions

Did the respondent breach an express or implied term of the employment contract?

50. For the reasons set out above the tribunal did not find that any of the actions above were a breach of an express term of the contract by the respondent. The tribunal did not find that the respondent had breached the implied term of mutual trust and confidence between the claimant and the respondent as a result of any of the actions set out above.

If so, was the breach sufficiently serious to entitle the claimant to resign with immediate effect?

51. If we are wrong in relation to the breaches, for the reasons set out above, none of the acts alleged were so serious, whether individually or cumulatively, that the claimant could have treated them as sufficiently serious such as to resign with immediate effect.

52. The tribunal found that the claimant's claim for constructive dismissal is not well founded and is dismissed.

Approved by:

Employment Judge MJ Smith

25 July 2026

Judgment sent to the parties on:

25 August 2026

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For the Tribunal:

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Notes

Judgments (apart from judgments under rule 51) and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found at www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/