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# EMPLOYMENT TRIBUNALS

**Claimant:** Allison Mansfield  
**Respondent:** United Services (Chingford) Club Limited  
**Heard at:** East London Hearing Centre  
**On:** 23 February 2018  
**Before:** Employment Judge Ross

## Representation

**Claimant:** In person  
**Respondent:** Miss R Thomas (Counsel)

# RESERVED JUDGMENT

The judgment of the Tribunal is that:-

1. The complaint of unfair dismissal is not upheld.
2. The Claim is dismissed.

# REASONS

1 The Claimant was continuously employed by the Respondent as Assistant Steward from 20 December 2014 until 25 July 2017, when she resigned without notice.

2 Having complied with the early conciliation provisions, on 27 October 2017 the Claimant presented a Claim complaining of unfair dismissal.

3 This case was originally listed for two days. The listing was increased to two days commencing 22 February 2018. Notice of hearing was sent by email to the Claimant and the Respondent's representative, Huggins & Lewis Foskett Solicitors. On 22 February 2018, the case was called on. The Respondent was not in attendance. A telephone call to its solicitor was made. The solicitor with responsibility for the file, Mr Legister, explained

to the clerk that he was not expecting the case to start until 23 February 2018, for which Counsel had been instructed.

4 I decided to commence a hearing, which Mr Legister attended by telephone, because there were Case Management Orders which had not been complied with quite apart from the Respondent's non-attendance. In particular, there was no list of issues.

5 At the hearing conducted by telephone with Mr Legister and with the Claimant in attendance in person, the Respondent applied for the hearing of the Claim to be postponed for 24 hours. In the circumstances and given the case management progress that was possible, I granted this application. With the cooperation of the parties, a Preliminary Hearing took place and the list of issues was agreed and other case management orders were made.

### **The issues**

6 The list of issues was revised on 23 February 2018 with the input of the Claimant (who corrected two mistakes of minor detail) and by Miss Thomas, who indicated that the Respondent did not argue their case in the alternative – that is, if it was a constructive dismissal, the Respondent did not contend that it was a fair one. The final list of issues is therefore as follows:

- (1) Has the Respondent committed a fundamental breach of the contract of employment, or threatened such a breach? The Claimant relies on a breach or breaches of the implied term of mutual trust and confidence. The alleged acts relied upon as amounting to such a breach or breaches are:
  - 1.1. On 7 November 2016, the Claimant made a complaint of further bullying. In its response, dated 21 November 2016, the Respondent stated that it had put in place the policies and procedures claimed, when it had failed to do so. There was a lack of substantive action following earlier complaints.
  - 1.2. Following the incident of 11 February 2017, on 15 March 2017, the Respondent's Committee decided to suspend the ex-Chairman, Mr. Davis, for three not six months, which the Claimant believed to be appropriate in view of the length of the bullying and harassment suffered by her. She was subjected to continuous verbal abuse including calling her "a gooner cunt". Most were due to alcohol-related incidents and due to her relationship with Mr. Molyneux. Mr. Davis was Chairman at time. She was not given 7 days to appeal, but did seek an appeal on 27 March 2017 in any event, which was not addressed.
  - 1.3. On 17 April 2017, the Claimant made a grievance about an incident on 15 April 2017 (taunts by Mr. Harris of "we want our micky back"). This grievance was not dealt with by the Respondent.
  - 1.4. On 8 June 2017, the Claimant alleges that she presented a grievance about abuse by the Respondent's cleaner on 7 June 2017. This grievance was not dealt with by the Respondent. The Respondent's case is that no grievance was received.

- 1.5. Bullying by associates of ex-chairman, Mr. Davis, was not dealt with by the Respondent. It was brought to the attention of committee on 17 April 2017 and 8 June 2017 in grievances presented by the Claimant.
- 1.6. The Claimant was not offered an external Human Resources ("HR") company to investigate her grievances, when an external HR company was used to investigate a grievance against house and bar manager, Mr. Molyneux (grievance of Ms. Minihane).

The Claimant contends that several alleged breaches each amount to a fundamental breach; and taken as a whole, all the alleged matters would amount to a fundamental breach.

- (2) If so, did the Claimant resign because of the alleged fundamental breaches or any one of them? If there is more than one reason why the Claimant left a job, the correct approach is to examine whether any of those reasons is a response to the breach. In other words, was a repudiatory breach an effective cause of the resignation?
- (3) If so, had the Claimant affirmed the contract of employment, prior to the resignation?

### **The Evidence**

7 I read witness statements from the following witnesses, who gave oral evidence and were subject to cross-examination:

- 7.1 The Claimant;
- 7.2 Ross Molyneux (former House and Bar manager of the Respondent);
- 7.3 Leslie Rogers, the Secretary of the Respondent club.

8 In addition, I read the witness statement of John Ayres and attached such weight to this as I thought fit; but it was of limited relevance.

9 There was a bundle of documents prepared by the Respondent and added to successively by both parties so that it contained 189 pages.

### **Findings of Fact**

10 I make the following findings on the relevant facts. It is fair to state many of the facts are not in dispute and also fair to state that I heard evidence that was not relevant to the issues.

11 The Respondent is a members club. It is run by a management committee. The structure of the club in outline is set out in the witness statement of Ms Rogers. The only

roles on the committee where the post holders are paid are those of Treasurer and Secretary. The remaining committee members are volunteers.

12 The Claimant was subject to bullying and harassment by Micky Davis, Chairman of the Respondent club from November 2015 until 2017, apparently because the Claimant had begun dating Ross Molyneux, who became a committee member before becoming House and Bar manager.

13 By a first written grievance to the management committee made on 25 May 2016 (page 64 – 65) the Claimant recorded how:

- 13.1 The Claimant had been attacked verbally at the end of the Michael Jackson tribute evening in November 2015 in front of other members, whilst the Claimant was working on the bar.
- 13.2 Thereafter, there had been some unpleasantness on social media and a degree of being cold shouldered by a faction referred to as the “Island Bar crowd”.
- 13.3 On 13 May 2016, there had been harassment on the Claimant by a choice of songs and band, which had been aimed at the Claimant.
- 13.4 On 15 May 2016, singing and shouting of abuse including “back stabbing gooner cunts”, shouted by Mr Davis, a Tottenham Hotspur fan. Mr Davis and his girlfriend, Mina Minihane, were intoxicated, having drunk alcohol all day.
- 13.5 An incident on 20 May 2016.
- 13.6 Further aggressive behaviour by Mr Davis on 22 May 2016, although not specific to bar staff.

14 This complaint was considered at an interim committee meeting held on 31 May 2016.

15 The committee decided that there should be an informal meeting to attempt to address the ongoing friction between Mr Davis and the Claimant. The proposed mediators were Mr Whitbread (President) and another committee member.

16 In addition, by a letter dated 6 June 2016, the committee gave Mr Davis a formal written warning about his behaviour albeit towards a committee member; and warned that if his behaviour continued he would be excluded from the club (see page 69).

17 It is appropriate to recall that committee meetings took place with alcohol and that alcohol appears to be at least partly to blame for numerous actions complained of by the Claimant. Certainly the consumption of alcohol was prevalent even during the course of acts of management of the club.

18 The facilitated informal meeting did take place. The resolution was that all the bullying and talking about House and Bar issues, and people involved in them, would stop.

19 On 7 November 2016, the Claimant attended a further committee meeting to complain of further misconduct. By a further written grievance, dated 10 November 2016, the Claimant complained that she had overheard personal attacks on her and she and other staff were treated differently by certain members. The further grievance was largely directed against Mr Davis as well as Debra Hutchinson, a member of cleaning staff employed at club. The Claimant stated that the continuous lies and interference were making it unbearable for her to do her job and the stress was causing her fibromyalgia to flare up, causing her to be signed off sick for two weeks from work. The grievance complained of a complete breakdown in trust and confidence.

20 A further interim management committee meeting was held on 14 November 2016. At this meeting (see notes at page 75), it was decided that the President and Secretary should investigate further and report back to the committee. It was also decided that the Ms. Rogers as Secretary should "update procedures, policies and the club code of conduct".

21 The result of the investigation is recorded in a report at page 76. It is clear that Ms Rogers and Mr Whitbread did what they were directed to do. Appropriate warnings were given about future conduct to the members involved in the incidents complained of.

22 In response to the Claimant's grievance of 10 November 2016, the Respondent committee responded by letter dated 21 November 2016, which includes:

*"A committee meeting was held in which it was discussed how existing problem could be solved, it was stated that the problems had arisen because of comments made by various members of staff and club members. It is hopefully partially to be resolved by certain parties being spoken to and warnings given that disciplinary measures would be taken if there is a repeat of personal or unprofessional remarks. Also the code of conduct for the committee and members it be reviewed as to what kind of behaviour is acceptable and what is not.*

*Also in the near future, the time and location of House and Bar meetings is to be discussed and in future the Secretary would be present to minute these.*

*The club must be brought into the 21st century with new policies and procedures to deal with grievance, discipline, sickness, staff training and health and safety, alongside this it is important to update contracts of employment to include the above as well as addressing the new pay structure."*

23 As Ms Rogers admitted, up to the date of the Claimant's resignation, the Respondent did not carry out what was stated in the letter save that Ms Rogers directed herself to the ACAS guidance on grievance procedures. Although Ms Rogers said a grievance procedure had been introduced, I saw no evidence of this. I find that directing herself to the ACAS Code of Guidance was one thing, but the Respondent's failure to introduce a proper grievance procedure is something quite different.

24 In addition, a formal written warning about his behaviour in respect of the Claimant was sent to Mr Davis, by letter dated 21 November 2016 (see page 170). This warning included a warning that continued behaviour could lead to his exclusion.

25 On 11 January 2017 Mr Davis resigned as chairman.

26 On 14 February 2017, the Claimant lodged a third grievance, complaining of the conduct of Mr Davis. The Claimant was invited to lodge a grievance when she attended the management committee meeting on 13 February 2017, to report incidents on 11 February 2017. This grievance (page 87–88) records that Mr Davis disturbed the entertainment at the club by constantly whistling and then when challenged by the Claimant, insulted the Claimant and continued this attack in front of members. I do not accept Ms Thomas's characterisation of this grievance as a complaint about whistling; it was more grave than that. It is, however, true that a member of the Respondent committee spoke to Mr Davis on the night in question to try to stop his behaviour.

27 This grievance was addressed at a further interim committee meeting on 15 March 2017. At this meeting, the Claimant wanted Mr Davis to be given a six month ban, which was proposed by two committee members, including the Claimant's boyfriend Ross Molyneux.

28 By a majority of seven to two, the committee decided that Mr Davis should receive a ban of three months, followed by three months probation where his conduct would be monitored (see page 89 for the note of the decision).

29 The Claimant was very unhappy with this decision which she considered too light as a sanction. From what I can see, from the note at pages 89 – 90, and from what I heard from Ms Rogers, this decision was reached by the management committee after a proper and frank discussion. There was no evidence of anything that could amount to breach of the implied term of trust and confidence; the Respondent took no step calculated or likely to destroy the mutual trust and confidence between the parties.

30 The Claimant's case was that she was not offered a right of appeal after this decision. On balance, I find she was mistaken about this, and that her mistake in memory arose due to her intense emotions at the time of the meeting. I accept Ms Rogers evidence that the Claimant was told she had seven days to appeal at the management committee meeting, as recorded at page 90 of the notes. However, the evidence of Ms. Rogers on this issue is corroborated by the Respondent's letter to the Claimant dated 21 March 2017 (at page 95). I consider it is likely that the Claimant did receive this letter, given the correct postcode was used, and because, if no written response to the grievance had been received, I am satisfied the Claimant would have complained about this, and there is no evidence of any such complaint.

31 By letter dated 17 April 2017, the Claimant raised another grievance about taunts by Mr Harris on 15 April 2017 whilst she was working. The incident is recorded in paragraph 7 of the Claimant's witness statement and in the grievance at page 100 – 101.

32 The Respondent addressed this grievance at the committee meeting on 15 May 2017. As a result, Mr Harris was sent a formal written warning about his conduct and a

copy of the club code of conduct, see page 171. On the evidence I saw and heard, and given the fact that Ross Molyneux was the Claimant's boyfriend, it is likely that the Claimant found out at that the management committee had given Mr Harris a formal warning, even if this was not done by way of a direct written response to her. I find that if the Claimant did not know the outcome of her grievance, she would have persisted in asking about it. The absence of such a request leads me to conclude that she did know of the outcome.

33 On 10 June 2017, the Claimant presented two written grievances of her own (dated 6 June 2017 and 8 June 2017) and the grievance from Ross Molyneux. I preferred the Claimant's evidence over that of Ms Rogers on this factual issue. I found that Ms Rogers was probably mistaken because:

- 33.1 Ms Rogers agreed that the Claimant had orally raised a grievance about Debbie Hutchinson's verbal attacks on her at the time they occurred on 7 June 2017. At that time, Ms. Rogers had asked the Claimant to put her grievance in writing.
- 33.2 The Claimant produced on 22 February 2018 copies of her grievances dated 6 June 2017 and 8 June 2017 (which are at page 161 – 169). The Claimant had understood that the Respondent already had these documents, which is why she had not provided them for the bundle when it had been prepared.
- 33.3 The Respondent had no formal grievance procedure, nor even any method of recording grievances. When asked by me if she could be mistaken, Ms Rogers said no, because she would have put the grievances in her drawer. Given the evidence of the absence of proper procedures, and that alcohol was so freely mixed with formal procedures at the club, and the overall lack of professionalism exhibited by the Respondents in dealing with complaints, I considered it more likely that the Claimant's clear evidence on this issue was correct, and that these grievances were handed over. The Respondent's case was, in effect that the Claimant had fabricated these documents. This is a very serious allegation and there was not the cogent evidence required to prove it.
- 33.4 Moreover, part of the explanation for misplacing the Claimant's grievances of 6 June 2017 and 8 June 2017 is likely to be that Ms Rogers had by this time received a grievance from the Steward, Ms Minihane, about Ross Molyneux, and the further grievance from Mr Molyneux himself (which is at page 187 – 189). I do not find that Ms Rogers or the Respondent had adequate systems for keeping track of so many grievances. This is not a criticism of Ms Rogers personally, given her role in a small non-profit making organisation.
- 33.5 Ms Rogers probably misplaced the grievance, but she did not do so deliberately. On the contrary, the misplacing of the grievances of the Claimant seemed to me to be in keeping with the unprofessional way in which the club was run as a whole. The loss of these documents was not designed to damage the Claimant's trust and confidence in her employer;

it was accidental.

34 By a letter dated 2 June 2017, the Claimant was invited to an investigatory meeting by an external HR company. The Claimant's grievance of 6 June 2017 was that her grievances had been investigated internally by the management committee, whereas the grievance of Ms Minihane was being investigated by the external HR company, which the Claimant felt was unfair to her.

35 The reason for the use of the independent HR company to investigate Ms Minihane's grievance had nothing to do with unfair treatment of the Claimant. The management committee's decision was made because Mr Molyneux had five friends on the committee and they did not want to be involved in a grievance against him. In contrast, when complaints had been received from the Claimant about Mr Davis, even his friends on the committee agreed he had "behaved like an idiot" (on Ms Rogers evidence), so there was no need to have an independent external investigator.

36 After the incident described in the Claimant's grievance of 8 June 2017, committed by Ms Hutchinson, the Claimant felt the Respondent did not care about her. She was suffering from stress and felt at a tipping point. On 14 June 2017, the Claimant attended her GP and was signed off sick for six weeks.

37 Whilst absent sick, the Claimant received a letter, at page 140, informing her of abnormalities in respect of bar stock. This letter was correctly addressed and signed for, albeit not signed for by the Claimant. The Claimant lives with her sister and niece, so it is likely that they or some other friend or family member signed for it on arrival.

38 On 25 July 2017, the Claimant resigned by letter, which is at page 151. I find that the Claimant resigned for several different reasons:

- 38.1 Her perception of unfair treatment by the Respondent, including in respect of the use of a HR consultancy or the grievance made by Ms Minihane, which was principally against Mr Molyneux.
- 38.2 Her treatment by certain members and staff, being those in the faction supporting Mr Davis, including Ms Hutchinson and Mr Harris.
- 38.3 The additional stress caused to the Claimant by receipt of a letter dated 13 July 2017, indicating that there are abnormalities with bar staff, which the Respondent needed to discuss with the Claimant on her return to work. In consultation with her GP, the Claimant decided it was best for her health to resign. There was no evidence that she decided to resign before she was pushed, and nothing that I say in this set of reasons should be taken in any way to indicate that there was any form of disciplinary or other case to be made against the Claimant.
- 38.4 The Claimant was angry at the way she considered herself and Mr Molyneux were now being treated by way of investigation into the Bar.

### **The Relevant Law**



*Constructive Dismissal*

39 Section 95(1)(c) ERA provides that there is a dismissal when the employee terminates the contract with or without notice, in circumstances such that he or she is entitled to terminate it without notice by reason of the employer's conduct.

40 In such cases, the burden is on the employee to prove the following:

- (i) That there was a fundamental breach of contract on the part of the employer;
- (ii) That the employer's breach caused the employee to resign;
- (iii) The employee did not affirm the contract and lose the right to resign and claim constructive dismissal.

See *Western Excavation v Sharp* [1978] ICR 221.

41 The propositions of law which can be derived from the authorities concerning constructive unfair dismissal are as follows:

- 41.1. The test for constructive dismissal is whether the employer's actions or conduct amounted to a repudiatory breach of the contract of employment: see *Western Excavation Limited v Sharp*.
- 41.2. It is an implied term of any contract of employment that the employer shall not without reasonable and proper cause conduct itself in a manner calculated or likely to destroy or seriously damage the relationship of trust and confidence between employer and employee: see *Malik v Bank of Credit and Commerce International* [1998] AC20 34h-35d and 45c-46e.
- 41.3. Any breach of the implied term of trust and confidence will amount to a repudiation of the contract: see, for example, *Browne-Wilkinson J in Woods v Wm Car services (Peterborough) Limited* [1981] ICR 666 at 672a. The very essence of the breach of the implied term is that it is calculated or likely to destroy or seriously damage the relationship.
- 41.4. The test of whether there has been a breach of the implied term of trust and confidence is objective as Lord Nicholls said in *Malik* at page 35c. The conduct relied as constituting the breach must impinge on the relationship in the sense that, looked at objectively, it is likely to destroy or seriously damage the degree of trust and confidence the employee is reasonably entitled to have in his employer.
- 41.5. A breach occurs when the proscribed conduct takes place: see *Malik*.
- 41.6. Reasonableness is one of the tools in the employment tribunal's factual analysis kit for deciding whether there has been a fundamental breach; but it is not a legal requirement: see *Bournemouth University v Buckland* [2010] ICR 908 at para 28.

- 41.7. A relatively minor act may be sufficient to entitle the employee to resign and leave his employment if it is the last straw in a series of incidents. It is well put at paragraph 480 in Harvey on Industrial Relations on Employment Law: *“(480) Many of the constructive dismissal cases which arise from the undermining of trust and confidence will involve the employee leaving in response to a course of conduct carried on over a period of time. The particular incident which causes the employee to leave may in itself be insufficient to justify his taking that action but when viewed against a background of such incidents it maybe considered sufficient by the courts to warrant their treating the resignation as a constructive dismissal. It may be the “last straw” which causes the employee to terminate a deteriorating relationship”*.
- 41.8. The “last straw” need not be unreasonable or blameworthy conduct. All it must do is contribute, however slightly, to the breach of the implied term of trust and confidence: *Waltham Forest LBC v Omilaju* [2005] IRLR 35.
- 41.9. In terms of causation, the Claimant must show that she resigned in response to this breach, not for some other reason. But the breach need only be an effective cause, not the sole or primary cause, of the resignation.

42 I have taken this guidance into account when determining the Claimant’s claim of constructive dismissal. I have reminded myself, too, that a breach of contract cannot be cured by subsequent reasonable behaviour on the part of the employer.

43 I note that a breach of trust and confidence has two limbs:

- 43.1. the employer must have conducted itself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee; and
- 43.2. that there be no reasonable or proper cause for the conduct.

### **Submissions**

44 I received I received oral submissions from both parties. I mean no disrespect to either party by not referring to each submission. It will suffice to say that I took into account all the points raised. The Claimant, though not a lawyer, made creditably concise submissions; Ms. Thomas, though a lawyer, also made concise submissions, which were well-directed to the relevant issues.

### **Conclusions**

45 Applying the above findings of fact to the issues stated at the outset of these reasons and the principles of law stated above, I reached the following conclusions.

#### **Issue 1: Was there any fundamental breach of contract?**

46 In my judgement, there was no fundamental breach of contract. There was no breach of the implied term of mutual trust and confidence. In my reasons below, I have

considered each of the breaches alleged.

*Issue 1.1*

47 The Respondent did provide a response to the Claimant's grievance of bullying and harassment made in November 2016. The Respondent's letter of response of 21 November 2016 does not provide any promise or guarantee to the Claimant that new employment policies or procedures will be introduced. The response states, in reality, an aspirational goal. Consequently, the fact that no new policies or procedures were put in place up to the date of the resignation, is not evidence of the Respondent acting in a way which was calculated or likely to destroy the relationship of mutual trust and confidence.

48 Moreover, the aspirational statement in the letter must be seen in the context of the Respondent as a members club, which was run largely by volunteers and which had modest financial resources. I agree with Ms. Thomas' submission that the steps taken were reasonable in that context.

49 Furthermore, the Respondent did send a written warning to Mr. Davis, telling him that his behaviour to the Claimant was unacceptable: see page 171. So the Respondent did take some substantive action against him as a result of the Claimant's complaint.

50 I fully agree with the Claimant, as I inferred Ms. Rogers did, that the Respondent's staff and management would benefit from a suite of new employment policies and procedures; but the failure of the Respondent to introduce these was not a breach of the implied term of trust and confidence. It may have been regrettable, it may have been the result of delay or incompetence, and it probably was unprofessional in terms of governance, but it did not transform these facts into a breach of the implied term relied upon.

*Issue 1.2*

51 The decision to suspend Mr. Davis for three months rather than six months did not amount to a breach of the implied term of mutual trust and confidence for several reasons:

51.1 The fact that the Claimant's complaint was upheld did not give her a contractual or other right to dictate sanction. I can see nothing in her contract of employment, nor in the ACAS Code of Guidance on Grievance Procedures that suggests this. The question of sanction was within the discretion of the committee of the Respondent.

51.2 There was no evidence that the decision making process was designed or likely to destroy mutual trust and confidence within the employment relationship. The minutes of the meeting show a real debate over sanction, not an arbitrary or unfair decision. The Claimant complained that allies of Mr. Davis blocked her wish; but in a members Club, the members are bound to proceed by the rules, and they are bound by a committee majority decision.

51.3 The decision handed down was not simply a three month suspension. It provided for three further months of probation for Mr. Davis. In my judgment, the punishment demonstrated a proportionate approach.

*Issue 1.3*

52 The Claimant's grievance against Mr. Harris was dealt with by the Respondent, as I have explained above. There was no evidence of any breach of the implied term of mutual trust and confidence in this respect.

*Issue 1.4*

53 The Claimant did present a grievance about abuse by the Respondent's cleaner, Ms Hutchinson. First, as admitted by Ms. Rogers, she presented this orally on 7 June 2017; and, on being directed to do so by Ms Rogers, she put this grievance into writing on 8 June 2017. This grievance was then handed to Ms. Rogers on 10 June 2017, with another grievance dated 6 June 2017 about perceived unfair treatment by the committee (in that Ms. Minahane's grievance was to be investigated by external consultants), and a grievance from Ross Molyneux.

54 Ms. Rogers misplaced the Claimant's grievances of 6 and 8 June 2017. She did not do so deliberately; this occurred for the reasons set out above at paragraph 33 and was probably the result of Ms. Rogers' inexperience of handling grievances and the fact that by 10 June 2017, Ms. Rogers was responsible for handling at least four grievances.

55 The Claimant did not draw to Ms. Rogers' attention, or complain to the Respondent, that these two grievances had not been addressed. Given the Respondent's previous determination of her grievances, in her favour, there was reason for the Claimant to do this, although I fully understand that, such was her level of stress by the date that she went absent sick, she did not do so.

*Issue 1.5*

56 Issue 1.5 appears to be a general complaint encompassing issues 1.3, 1.4 and 1.6. For the reasons that I have given, I conclude that reasonable steps were taken to address harassment by associates of Mr. Davis. There was no evidence of a breach of the implied term of mutual trust and confidence in this respect.

*Issue 1.6*

57 I have dealt with this issue in my findings of fact. Although the Claimant was not offered an external HR company to investigate her grievances, there was a reasonable explanation for this, which was that at least five members of the executive committee did not feel that they could impartially investigate the grievance of Ms. Minihane against Ross Molyneux, because they were his friends. This was in stark contrast to the view of the committee in respect of the complaints against Mr. Davis.

*Last straw doctrine*

58 Having looked at all the complaints individually, and considered whether there were individual breaches of contract, I looked at them together to see whether there was, cumulatively, a breach of the implied term of trust of confidence. In my view, there was not a course of conduct designed or likely to destroy the necessary trust and confidence within an employment relationship. There was reasonable and probable cause for the steps taken by the Respondent, even if the Claimant did not always know what the reasons for such steps were.

**Decision**

59 Having concluded that there was no breach of the implied term of mutual trust and confidence, the remaining issues do not require determination. The claim of unfair constructive dismissal is not upheld.

Employment Judge Ross

12 March 2018