**CASE NO. TBC**

**IN THE NEWCASTLE EMPLOYMENT TRIBUNAL**

**B E T W E E N:**

**MRS VERY ANNOYED**

**Claimant**

**and**

**A COMPANY**

**Respondent**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GROUNDS OF CLAIM**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The Claimant commenced employment with the Respondent on 21 March 2008. The Claimant was employed as a Shop Manager by the Respondent.
2. During her employment with the Respondent, the Claimant, on several occasions, raised informal grievances regarding the staff toilet at a shop. This issue concerned all staff but, in particular, was a major health and safety issue for the Claimant because she had a weak bladder. As the staff toilets were not functional, the Claimant had no choice but to avoid fluids whilst working in that shop which was detrimental for her health.
3. In November 2014, the Claimant again raised concerns regarding the toilets being out of order. The Claimant again informed the Respondent that the ongoing situation of the toilets was causing difficulties to all staff but, in particular, was a problem for her colleague Susie, who was pregnant. Despite the problems faced by the Claimant and her colleagues the Respondent made no effort to resolve the problem.
4. On 13 November 2014 the Claimant attended a disciplinary meeting. The Claimant was not given notice of this disciplinary meeting nor was she given the opportunity to bring a representative. The Claimant was therefore ill equipped to present a case in defence.
5. The Respondent’s Mr Bad Boss issued the Claimant with a final written warning.
6. The Claimant further raised concerns about inconsistent treatment as the Respondent had not disciplined Miss Another Member Of Staff, another member of staff, for the alleged same misconduct.
7. On 21 November 2014 the Claimant appealed against the Respondent’s decision to give her a written warning.
8. On 7 January 2015 the Claimant received a letter from the Respondent inviting her to an appeal meeting on 15 January 2015.
9. The Claimant’s appeal was rejected and the sanction of a final written warning was upheld.
10. On 21 January 2014 the Claimant raised a formal grievance with the Respondent. The grievance raised the following concerns:
* Insufficient notice for the disciplinary hearing;
* Denied the right to be accompanied at the disciplinary hearing;
* Failure to fully investigate the allegations;
* Not given the opportunity to present her case properly; and
* Breach of the Respondent’s disciplinary policy.

1. By letter dated 24 January 2015 the Respondent informed the Claimant that the disciplinary procedure had concluded and there was no further right to appeal.
2. By letter dated 28 January 2015 the Claimant again raised a formal grievance regarding the Respondent’s failure to follow its disciplinary process and for inconsistent and unfair treatment of the Claimant. She also raised formal grievance in relation to the outstanding inadequate toilet facilities for staff.
3. The Claimant received no response from the Respondent to her grievance letter dated 28 January 2015.
4. On 27 February 2015, the Claimant’s colleague, Mr Helpful Employee, on behalf of the Claimant, sent an email to the Respondent requesting to progress the Claimant’s grievance. This email was also ignored by the Respondent.
5. On 15 March 2015 the Claimant sent another letter to Mrs Boss reiterating her grievances. The Claimant also raised concerns about the Respondent deliberately ignoring her grievances for a prolonged period of time.
6. In April 2015, the Respondent, without notice to staff, unilaterally withdrew meal allowance and travel allowance entitlement for staff.
7. The Claimant considered such withdrawal as breach of her contract and complained verbally on 27 April 2015 to Mr Boss, the Operations Director.
8. On 1 May 2015 the Claimant sent another letter to Mr Boss. reiterating the grievances. In this letter the Claimant also detailed her concerns in relation to unilateral withdrawal by the Respondent of meal allowance and travel allowance for all staff.
9. The Claimant did not receive a response to her letters. The continued unresolved issues caused undue stress to the Claimant. The Claimant went off sick with stress on 10 May 2015.
10. The Claimant was frustrated with the deliberate failure of the Respondent to investigate and progress the Claimant’s grievance. The Claimant made all efforts to resolve all outstanding issues but the Respondent’s deliberate disregard for health and safety of staff, unfair and inconsistent application of disciplinary sanction towards the Claimant and breach of the Claimant’s contract made the employment relationship untenable for the Claimant.
11. Given all the above-mentioned issues combined, the Claimant regarded there had been a fundamental breach of the implied term of mutual trust and confidence and that she had no alternative but to resign from her position.
12. By letter dated 20 May 2015, the Claimant resigned with immediate effect in response to the Respondent’s fundamental breach of her employment contract.
13. On 20 May 2015, the Claimant also wrote a final grievance letter to Mr Boss.
14. The Claimant claims that she was constructively unfairly dismissed.
15. The Claimant further contends that one of the reasons for the level of disciplinary sanction given to her and the manner in which her grievance was dealt with was due to her raising concerns regarding inadequate toilet facilities. The Claimant considers this to be a protected disclosure.
16. The Claimant submits that she was also automatically unfairly dismissed for making a protected disclosure.
17. The Claimant claims for the unlawful deduction of her meal and travel allowance.
18. The Claimant commenced Early Conciliation on 06 May 2014. The Early Conciliation certificate is dated 06 June 2014.
19. In the circumstances, the Claimant contends that she was automatically unfairly dismissed and/or, in the alternative, that she was constructively unfairly dismissed. The Claimant seeks:
20. Compensation for unfair dismissal.
21. Compensation for breach of contract.
22. An uplift to the compensation awarded by the tribunal of up to 25% due to the Respondent's unreasonable failure to comply with the ACAS Code, namely the failure to respond to grievances.
23. Compensation for unlawful deduction from wages.