EMPLOYMENT APPEALS TRIBUNAL

CLAIM OF: **CASE NO.**

Employee UD297/2008

against

Employer

under

UNFAIR DISMISSALS ACTS, 1977 TO 2001

I certify that the Tribunal
(Division of Tribunal)

Chairman: Mr. S. Ó Riordain B.L.

Members: Ms. J. Winters
Ms. A. Moore

heard this claim at Dublin on 2nd September and 10th November 2008

Representation:

Claimant: In person

Respondent: Mr. Gerard Connolly, Matheson Ormsby Prentice, Solicitors,
70 Sir John Rogerson's Quay, Dublin 2

The determination of the Tribunal was as follows:

Claimant's Case:

The claimant commenced employment as an office administrator with the respondent in April 2004. She subsequently attained the position of office manager. Among other documentation received by the claimant at the outset of her employment was a copy of the company's grievance procedures. One year later the witness submitted a formal complaint to the respondent on the conduct of one ofthe staff (*hereinafter referred to as IN*) towards her. That complaint was upheld and as a result thatemployee was transferred to a branch in the United Kingdom.

By 2006 the respondent's premises had moved to a location in the city west area of Dublin. From July to early November that year, four robberies occurred on the respondent's premises. While the claimant did not personally witness or directly experience those incidents as they occurred either at weekends or during the night she nevertheless became concerned for her safety due to those incidents. The respondent responded to those robberies by engaging a security firm to provide some protection, extra locks were also installed and an arrangement made with a neighbouring company to co-operate on security. Some time after that arrangement was put in place the services of the

security company were discontinued. According to the witness, supported by evidence of emails in this regard, it became company policy that no member of staff was to be alone in the office at any time. She let both the acting country manager and the United Kingdom based human resources manager know that she felt unsafe on those premises due to those break-ins. She asked the latter to change some of the hours of the two other office staff that worked on a part time basis to allow her not to be left alone in the office. This requested was not adhered to.

Staff numbers were being reduced by 2007 due to a downturn in the respondent's business. By late summer that year the claimant started looking for alternative employment and in September requested that she be made redundant. That request was refused on 11 September.

On 21 September the claimant informed the acting country manager that she was left with no choice but to close the office at 14.30 that day as she neither had a colleague there nor the presence of a security guard nearby. That manger objected to that move and instructed her to desist from that action but, after consulting with her husband, she closed the office. The claimant was subsequently invited to attend a meeting in the presence of the human resource director and the acting country manager. She was reminded of her right to be accompanied by "a willing employee" and she was accompanied by a colleague (*hereinafter referred to as CW*). She believed that the meeting would provide an opportunity to address the security issue but the focus was on a disciplinary sanction. That sanction took the form of a final written warning on the grounds of gross insubordination and failure to carry out a reasonable instruction. The claimant was given the right to appeal that warning to one of its authors.

The meeting that resulted in the issuing of that warning took place on 26 September. The claimant submitted a medical certificate declaring her unfit for work for two weeks from that time. The respondent placed IN back to its office in city west where the claimant was based. Their paths crossed that day but the claimant denied there was any meaningful contact between them. However, she was unhappy at that development and did not want to return to a situation where she could be subjected to further "emotional blackmail". She had some formal work related contact with IN while the latter was in the UK but she denied that she any close working relationship or close personal contact with IN.

Having considered her options the claimant submitted her written notice to resign with immediate effect on 5 October 2007. Evidence of loss was given. The claimant's written statement indicated she had not got alternative employment since her resignation from the respondent.

From his written statement, *same being opened to the Tribunal*, the claimant's husband said in evidence that his wife had been a loyal, hardworking and dedicated employee who had loved her job. She became somewhat depressed in early 2005, which had an effect on family life and confided to her husband that her line manager IN was bullying her at work. At the witness's instance, the claimant attended her doctor in April 2005 who diagnosed her as suffering from work related stress. Following a complaint about the bullying and an investigation of same by the respondent, the line manager was returned to the UK. This result "was not to our satisfaction but it was felt that 'out of sight – out of mind'". Between May 2005 and August 2007, the claimant's love of life and work returned.

On 31 October 2006, a burglary occurred at the respondent's premises when two hooded men held up the managing director Ireland with a screwdriver. This incident had a detrimental effect on the claimant's relationship with the respondent. By August 2007, the managing director Ireland and the office manager had left the employment of the respondent and the front office security had been

removed. Because of this the claimant "felt that she was coming under increasing pressure to resign her position."

On Friday 21 September 2007 around 11.30am, the witness received a telephone call from his wife. She told him that she was being put in a position of being alone in the office and that UK management had told her "closing the office was not an option". In consideration of his wife's safety, he instructed her to close the office. On foot of closing the office, the witness understood that a formal disciplinary meeting was held on 26 September 2007 and a final written warning for gross insubordination was issued.

Without consultation or warning, IN returned to the Irish office at this time and began "throwing her weight around", causing the claimant to return to her doctor with work related stress disorder. The return of IN had such an effect on the personal life of the claimant and in an effort to save their marriage and the claimant's health "we decided that she should resign" which she did on 5 October 2007.

The witness said that his wife had fled to Ireland from a country in Africa where she had witnessed the intimidation of her family and in this, her first job in Ireland; she was bullied and intimidated herself by senior management.

In cross-examination, the witness said that they were as happy as they could be and it was the best they could expect in relation to the demotion back to England of IN. He was not aware that the claimant had sought voluntary redundancy from the respondent nor was he aware if the security steps taken by the respondent following the break-ins were adequate, but confirmed that he had seen the electronic locks on the doors.

The witness accepted that IN returned to the Irish office on 26 September, the same day as the claimant's disciplinary hearing. He conceded that he had not seen IN "throwing her weight around". He had instructed the claimant to close the office on 21 September and had gone to meether there but she had left by the time he arrived. Though concerned for the claimant's safety, he didnot stay with her in the office as he felt the he had no responsibility to protect the respondent's assets. At the conclusion of the disciplinary meeting on 26 September and as the investigating managers were leaving the Irish office, the witness agreed that he had words with the acting countrymanager (*hereinafter referred to as AM*) when he told him that he was holding him personallyresponsible for the future safety of his wife.

A week after the claimant's resignation, the witness had handed out 60 to 70 curricula vitae and he believed that as a result, the claimant had got alternative employment almost straight away with a computer firm. The respondent's representative thus challenged this witness that the claimant had lied to the Tribunal when she had said in her evidence that she had not secured alternative employment subsequent to her resignation.

Replying to the Tribunal, the witness said that he had instructed the claimant to close the office but had not instructed her to resign. Her decision to resign had been a joint decision.

In her opportunity to re-examine, the claimant said that the witness and herself had made the resignation decision because of being left alone in the office and because IN had come back. The return of IN had been a ploy by the respondent to make her resign.

HB, the managing director Ireland, gave sworn evidence that he had joined the respondent company

in January 2005. A number of break-ins had occurred but they had been outside office hours. On 1 November 2006, while alone in the office at 6.30pm, two hooded people armed with a screwdriver held him up and robbed the lab-top, telephone and cash. Shortly before the break-in, a person had come to the office seeking forklift work. He considered that this person had been checking out the office in preparation for the break-in. The incident was over in about ten minutes but caused a big escalation in affairs within the office. Following discussions with his supervisor, a buzzer system was installed on the front door, two people were to be in the office at the same time and security was employed during the dark hours from 3.00pm onwards. At that time, there was a number of staff employed in the office. HB was made redundant in June 2007 and thus was unable to comment on events after that time.

In cross-examination, HB confirmed that the front door of the office had not been locked at the time of the break-in in November 2006 and the break-in had occurred outside of office hours. He agreed that following this break-in, the respondent had taken steps to increase security by installing a buzzer system on the front door, putting lighting in the car park and employing security. However, he could not remember a "buddy system" being organised with the adjoining next-door office. He did not believe that any further break-ins had occurred between November 2006 and June 2007, at which time he was made redundant.

During re-direct, HB could not confirm a connection between the person looking for forklift work and the two burglars because the burglars had worn hoods.

Replying to the Tribunal, HB confirmed that the new buzzer system required a person inside the office to press it in order to open the front door for someone to gain access to the building.

TG gave sworn evidence that he was the office manager and left the respondent in July 2007. The attack on HB with the screwdriver had been the fifth break-in incident. After this break-in, management in the UK office decided that two people should be in the Irish office together at all times, a buzzer would be installed and static security would be employed. As the office manager, TG enforced the rule of two people being in the office together at all times.

In an email dated 20 July 2007 – *a copy of which was opened to the Tribunal* – TG had written to the UK office proposing that the security guard could be dispensed with because he was aware that the business was loosing money and, in any event, with the buzzer system, no one could access the building and there had been no further break ins. He was also told that the management company of the Irish building had installed security cameras but they did not work. His request to dispense with the security guard was denied.

In cross-examination, TG agreed that he was in the office more or less on a daily basis but was not aware whether or not the claimant had left anyone in the office on their own by leaving early herself. In the nine months from 1 October 2006 and June 2007 when his employment terminated, there were no further break-ins that he was aware of.

Replying to this cross-examination, the claimant denied that the security firm had cancelled the security contract. It was the respondent who had cancelled the security contract.

In his sworn evidence, HO described himself as a consultant for the respondent, employed to get customers to grow the business. OH said that the claimant loved her job and was one who would "go the extra mile" in supporting him to do his job.

In 2006, he attended a meeting in Leopardstown where he met the claimant and IN. At this time, IN was on the UK staff and HO did not know much about the UK staff because he dealt with the claimant and HB in the Irish office. At another meeting in Galway for consultants, HO, the claimant and her husband and IN had been at the same table and had chatted together.

In cross-examination, HO could not remember the date of the meeting in Galway but agreed that both social events in Leopardstown and Galway had happened subsequent to 2005 and the disciplinary incident between the claimant and IN. He confirmed that he was not present at the time of the disciplinary incident. He felt that at there was tension between the claimant and IN at the Galway meeting because neither of them talked to each other.

In her sworn evidence, CW said that the Irish office was informed about the return of IN by email on Monday 25 September. She actually returned on Tuesday 26 September and her function was to open and close the office. CW had no personal difficulties with the return of IN or with working with her. IN had always been fair to her and she was therefore happy that IN was returning. Any difficulty was that of the claimants. CW also added that IN was fine when she returned and that the claimant hardly even worked with her.

Replying to cross-examination, CW agreed that the respondent had installed extra security such as the buzzer and the security guard. At that time, plenty of staff had worked in the office.

On the same day that IN had returned to the Irish office, CW had acted as a witness for the claimant at the disciplinary meeting that afternoon. The disciplinary meeting had been about the claimant's closure of the office on 21 September. It had not been about security. Had it been about security, CW would not have been involved in the meeting. She denied that a UK manager had ever said that if there were concerns about security, they should bang on the door to the company next door.

CW had commenced employment with the respondent on the same day as the claimant. She never had any grievance with IN and had no problem with her return to the Irish office. CW considered IN "a lady". She had not "thrown her weight around" on the morning of her returned to the Irish office.

CW confirmed that the claimant had left people on their own in the office. There had been two full-time employees who finished work between 2.00pm to 2.30pm. The claimant and another had been full-time employees. On two days each week, the claimant left the office at 3.30pm to do banking for the respondent and to collect her child from school. On those days, the other full-time employee would be in the office on her own. Difficulties only arose when that full-time employee ceased employment with the respondent.

Replying to Tribunal questions, CW said that there was a connecting door to the next-door company but it was never used. She was not involved and did not know about the security arrangements with this next-door company.

Respondent's case:

In sworn evidence, LG the group H.R. director said that on hearing about the break-in and attack on HB, the respondent had replied immediately. She had suggested that bars by installed on the windows but the owners of the building had not consented to this. A buzzer had been installed which would only allow the door to be opened from the inside and a security guard had been employed. The respondent had acted as best it could with the measures that had been put in place.

No further break-ins had occurred from the time of the hold-up on HB and the resignation of the claimant.

Following a complaint on 25 April 2005 by the claimant against IN, everyone in the Irish office was interviewed over a two-day period. Following the investigation, the complaint against IN was upheld and the decision was made to demote her back to the UK office to manage the call centre there. After making the decision, a meeting of the Irish staff was held and everyone seemed fine with the decision. Because of the new role that IN did in England, there was subsequent contact between the claimant and IN but the claimant never raised any concerns about this contact.

LG denied absolutely that the respondent wanted rid of the claimant. Because of loss making, management, which had been the biggest cost, had been made redundant but the respondent never intended to close the Irish office. LG had come over from England to assure the Irish staff that the Irish office was being kept open and that administration staff was not being made redundant. By email dated 11 September 2007, the claimant had sought to be made redundant. By email on the same date, LG had replied that the respondent was not operating a voluntary redundancy programme and had no intension of closing the Irish office so redundancy was not on offer.

LG also denied absolutely that she was arrogant and dismissive to the claimant's safety concerns. She was on her way to a meeting in Belgium when she replied to the claimant's email of 20 September about the claimant's concern of being in the office on her own. Because closing the Irish office was not a decision that she could make, the claimant's email had been referred to AM. The email of 21 September to the claimant from AM confirming that the closing the office was not an option. The claimant had nonetheless gone ahead and closed the office at 2.30 on 21 September. Arising from this action, LG had written to the claimant on 24 September 2007 and informed her that a meeting had been arranged for Wednesday 26 September 2007 to discuss her failure to carry out a reasonable instruction and gross insubordination in ignoring the respondent's expressed wishes.

Because a field support agent, familiar with the respondent's system, was required in the Irish office, IN was chosen to return. Of a pool of four people in England, IN was the most suitable one available. Prior to returning to Ireland, it had been discussed with IN that she was being put in to the Irish office as a place holder for three weeks only. She was not returning as an office manager. The Irish office had been informed of IN's return by telephone on the Friday. This was followed up by an email on the Monday when all staff in the Irish office were informed that IN was returning to "hold the fort".

Despite gross insubordination being a ground for dismissal, the respondent had elected to issue the claimant with a final written warning because she had been a good employee who had been with the respondent for a long time. The claimant and CW had been present at the disciplinary meeting. Subsequent to the meeting and when leaving for the airport, the claimant's husband had accused the respondent of putting his wife under threat.

LG operates the H.R. department in England that applies fair and equitable procedures and if the claimant had made another complaint against IN, IN would not have remained in the job in Ireland. LG was surprised to receive the claimant's letter of resignation as she and IN had only been together in the Irish office on 26 September for two hours, and on the following Friday for half a day. As the claimant had been off sick for the remainder of the time, she could not have worked with IN.
In cross-examination, LG highlighted that IN would have been aware that any similar complaints

made against her following her return to the Irish office would have resulted in her dismissal.

LG followed H.R. procedures. The procedure of two people working together for safety in the Irish office, and of closing the office where two people were not available, was not a H.R. procedure. As the H.R. director based in England, LG would not have been aware of operating procedures of the Irish office.

Up to two weeks prior to the resignation to the claimant, another employee had been a full time employee in the Irish office so there had been no need to change the start and finish times of the other two part-time employees. The respondent had not deliberately left the claimant on her own in the Irish office and had attempted to recruit more staff. IN had been returned to the Irish office because the respondent had no other option as no one else was available and the claimant herself had not raised concerns with the transfer. Furthermore, the grievance between the claimant and IN had occurred two years earlier so IN's return was fair.

Though the claimant had not been told personally of IN's return, someone in the Irish office had been informed by telephone on the Friday that IN was returning on the Tuesday and on the Monday, same was confirmed to all staff by email.

Replying to the Tribunal, the claimant confirmed that she had received the email informing her about the return on IN but her dispute was that she had not been told personally about the return.

In re-examination, LG confirmed that initially, it had only been intended that IN remain in the Irish office for three weeks until someone else was recruited for the position but because of the claimant's resignation, IN had stayed until the end of the year. However she had gone back and forth between Ireland and England each weekend to her home.

LG confirmed to the Tribunal that the claimant had been notified to her right to appeal against the final written warning, and such an appeal, would have been made to higher-level management. Also, if the claimant had a grievance with the return of IN to the Irish office, she could have completed an on-line grievance/complaint form.

The Tribunal sought to clarify the claimant's loss. The claimant sought to correct her opening statement that she had not got alternative employment since her resignation from the respondent. The claimant explained that maybe a week after leaving the respondent, she got part-time temporary employment with a computer firm, covering for a person on maternity leave. This contract had been for six months until March 2008, but due to the downturn in the market, the contract has been terminated after two and a half months at Christmas 2007.

In her sworn evidence, IN confirmed that the claimant had made a formal complaint against her on 26 April 2005. Following that complaint, she had been suspended and the complaint had been investigated by LG and EH of the H.R. department in the UK. The investigation had resulted in her demotion back to the English office. However, because of her new role in England, there had been contact between the claimant and IN subsequent to her demotion. They had also met at a number of events – at the christening of the child of a consultant and at the social events at Leopardstown and Galway – following her transfer back to England.

IN was happy to return to the Irish office for three weeks as a temporary "stop-gap". She returned on Wednesday 26 September 2007. That morning, the claimant gave her access to the office, showed her around, showed the alarm, where to sit and they had tea. By that time, others had

started to arrive. It was a normal day with two people talking. They were together for about two hours. Following the disciplinary meeting that afternoon, the claimant had gone out sick.

On 5 October, the claimant had returned to the office and told IN that she had handed in her notice. IN enquired of the claimant if she was sure and if there was anything that she could do to help. Before leaving, the claimant had shown IN how to do the banking. Following this, the claimant had taken her personal items to her car. IN had telephoned LG in England to ensure it was okay for the claimant to leave. While waiting together for a letter from the English office confirming the resignation, the claimant completed her mileage forms. Following this, both had walked out together to the claimant's car where IN had given the claimant a hug. After this time, IN never saw the claimant again.

IN felt that the claimant had been perfect with her during the short time that they had been together in the Dublin office. She was very surprised that the claimant had terminated her employment because of her return to the Dublin office, and had she known about this possibility, she would not have returned.

In his sworn evidence, AM the acting country manager, said that the security service had been terminated, both by himself and the security firm who had provided the service. In his email of 20 July 2007, TG, the office manager in Ireland had advised that security was no longer needed. Also, having consulted the Irish office, they had advised likewise due to the extra security features that had been installed such as lights and the buzzer. Initially, the plan had been to phase out the use of the security guard but the security firm had not obliged and had advised that this plan was not financially economical.

AM had instructed the claimant not to close the office on the 21 September. He had spoken personally with the claimant on the 20 September. Communication with the claimant had been by email on the 21 September. As a senior executive of the respondent, he hade taken the safety concerns of the claimant seriously. However, having considered all of the advice available at the time, he considered that it was reasonable for the office to remain open.

AM was one of the decision makers who decided to have IN return to Ireland. Before the move, they had assured themselves that no animosity existed between IN and the claimant. IN was instructed separately by LG and by AM that her return to Ireland was only as a "stop gap" and that she would be doing her own job while there.

The claimant had been given a final written warning for gross insubordination rather that being dismissed. The respondent had felt that this was a reasonable response as the claimant had been a good employee and they had wanted to keep her.

AM felt that it had been reasonable to keep the office open and the return of IN to Ireland had also been reasonable.

In cross-examination, AM confirmed that he had been aware of the rule that no one should be left on their own in the Irish office. This rule had followed the break-in, which had been a year earlier. However, as security steps had been taken, this rule had been relaxed and the claimant herself had left others in the office on their own on occasions.

AM was aware that IN had been moved to the UK office following complaints from the claimant but things had moved on since the transfer. IN had not returned to the Irish office in a management

role so her return had not been a wrong decision.

Replying to the Tribunal, AM confirmed that security had been phased out a week or two before 21 September 2007. Security had been employed between 2.30pm to 5.30pm. This arrangement had changed and security was employed for an hour and a half, morning and evening, the evening shift being from 4.00pm until 5.30pm. Everyone in the Irish office was informed about this arrangement by email dated 9 August. The plan had been to reduce it to an hour, morning and evening, but this had not been feasible.

AM believed that the other safety features that had been put in place were adequate. Also, the building was split between two companies. If an employee was under threat while in the respondent's office, they could push through the fire door that divided the two companies and enter the next-door company.

The claimant highlighted that her proposition was the rule that two people should always be together in the office and that one person should not stay in the office on their own. From 9 August, the arrangements for banking changed from being done twice a week to once a week. In that period until 21 September, the claimant had done the banking between 2.30pm and 3.30pm, and during that period, the other full-time employee would only have been on her own in the office for an hour. The other employee was never on her own in the office at the end of the day because, by that time, security had arrived. The buzzer and intercom were not reasonable security steps because an employee could not know beforehand the type of person being allowed enter the office, customer or criminal, and going through the fire door to the next-door company had never been discussed.

SS, the channel manager confirmed that the claimant had sought alternative employment at the beginning of August 2007. She also confirmed that the supply of security for a period of less than three hours daily was not viable. The security firm had wanted to supply their service in one shift rather than in two shifts.

In cross-examination, SS confirmed that the new security arrangement of an hour and a half, morning and afternoon had lasted until September. The provision of security had been terminated prior to the resignation of the claimant but it was the security firm who had terminated the security contract. Other security firms had been contacted but they had been unwilling to take on the contract.

Replying to the Tribunal, SS explained that she had notified the staff in the Irish office about the termination of security when speaking to all of them on the telephone. No one had subsequently complained about the termination of the security contract.

Closing statements

The claimant laid out two grounds for her claim for constructive dismissal…

1. despite the bullying and harassment inflicted on the claimant by IN in 2005 and her resulting demotion to the English office, IN was returned to the Irish office in 2007 without consulting the claimant or giving the claimant an opportunity to object to the move. Bringing IN back to the Irish office was a breach of H.R. procedures and a breach of trust between the claimant and respondent. Working contact with IN had been formal and not personal, and the claimant should have been informed personally before IN was brought back to Ireland.

2. the claimant had followed operational procedures, which had been rigorously enforced by TG. As a senior employee in the Irish office, the claimant has suggested to senior management that the start and finish times of the two part-time employees be changed to ensure cover in the Irish office, but she had not been taken seriously. It was not standard operating procedures to remain in the Irish office on her own and, in being forced to do so, the respondent had breached its own regulations. Despite trying to do the right thing in closing the Irish office, the claimant had received a final written warning for doing same.

The respondent's representative said that in August 2007, while security was still in place at the Irish office, the claimant had been seeking alternative employment. In September, the claimant had sought voluntary redundancy from the respondent and two weeks later, she brought her claim for constructive dismissal.

The respondent had acted reasonably in its response to the break-ins with the installation of the buzzer system, lights, locks, security. The only thing that was lacking was twenty-four hour security.

From 1 November 2006, a policy had been introduced of two people being together in the office. TG, the office manager had recommended the removal of the security guard on 20 July 2007, and on occasions, the other full-time employee had been left in the office on her own. The arrangements in place were reasonable in a situation where there had been no further break-ins.

Bringing IN back to the Irish office was not an attempt by the respondent to get at the claimant. IN's return had been the only suitable action available to the respondent. There was never a suggestion the IN could not return to Ireland following her demotion to England. IN was only returning for three weeks and both she and the claimant had met socially subsequent to IN's demotion to England. On her return on 26 September, IN and the claimant had only met for two hours and had not actually worked together.

The claimant could have been dismissed for gross insubordination following her closure of the office on 21 September. However, instead of dismissal, the claimant was only issued with a final written warning.

Taking all into consideration, it was not reasonable for the claimant to terminate her employment of the basis of the respondent's behaviour.

Determination:

In order for the claimant to succeed in her case for constructive dismissal, she must show that the situation complained of comes within the ambit of section 1 of the Unfair Dismissals Acts, 1977. The definition of "'"dismissal", in relation to an employee, means (*sub section b*)…the termination by the employee of his contract of employment with his employer, whether prior notice of the termination was or was not given to the employer, in circumstances in which, because of the conduct of the employer, the employee was or would have been entitled, or it was or would have been reasonable for the employee, to terminate the contract of employment without giving prior notice of the termination to the employer".

The claimant advanced two arguments as to why she was constructively dismissed by the respondent:

1. an unreasonable request by AM – the acting country manager, Ireland – to remain in the office alone in breach of security arrangements; and
2. an unreasonable request by LG – the H.R. director – to work with IN against whom she had previously made serious complaints which were upheld.

The Tribunal has carefully considered the evidence and arguments adduced by both sides. They had concerns with certain aspects of unreliability in relation to the evidence of the claimant, in particular her initial denial of getting alternative employment with an IT company shortly after the termination of her employment with the respondent.

Turning to the two substantive grounds advanced by the claimant, the Tribunal will firstly deal with the return of IN to the Irish office. The Tribunal is satisfied that the decision to assign IN to the Irish office for a period of three weeks was done for business reasons, and while this could have been better communicated to the claimant, no evidence was presented to support the view that IN would have engaged in the bullying and intimidation of the claimant again, particularly as good business relations had existed between them during the previous two years. It is also important to note that the claimant raised no issues with management either formally through the grievance procedures or informally in relation to the return of IN. This ground is, in the view of the Tribunal, clearly insufficient to substantiate a case for constructive dismissal.

Turning next to the substantive issue. The Tribunal believes that the range of the security measures put in place, following the break-ins was reasonable. It was not unreasonable, however, when no further break-ins had occurred, to gradually reduce these measures, and a former office manager, called as a witness by the claimant, had himself earlier proposed the termination of the security guard arrangement. There was evidence presented to the Tribunal by the claimant herself that she left a colleague on her own, both with and without the presence of a security guard. No substantive complaint was raised about the adequacy of security either on the 13 September on the arrival of the email, until the issue arose on the 21 September. The situation is further complicated by the fact that the claimant made no appeal against her final written warning and the grievance procedures were not used in any way to deal with the security situation. There is, in general, a strong duty on an employee to exhaust internal procedures before opting to walk out on the basis of constructive dismissal. Having carefully all the evidence, the Tribunal concludes that this ground also fails.

The Tribunal therefore decides that the respondent did not constructively dismiss the claimant and accordingly her claim under the Unfair Dismissals Acts, 1977 to 2001 fails.

Sealed with the Seal of the

Employment Appeals Tribunal

This _____

(Sgd.) _____
(CHAIRMAN)