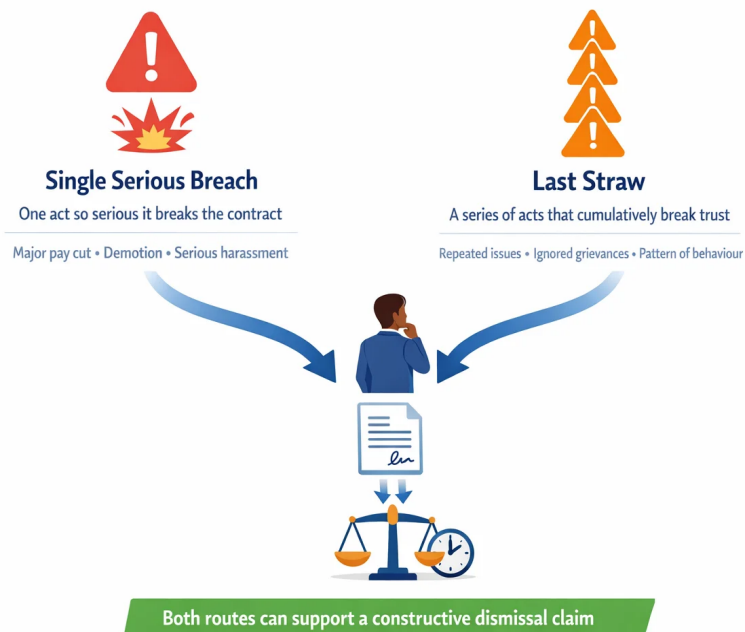




TAKING CONTROL OF YOUR SITUATION

Constructive Dismissal: Your Complete Action Pack



Templates, checklists and guidance for employees

Everything you need to document your situation, make informed decisions, and protect your employment tribunal claim.

1. How to Use This Pack

If you're reading this, you're probably in a difficult situation at work. Your employer may have done something, or a series of things, that have made your position feel untenable. You're wondering whether you have a constructive dismissal claim.

I've created this action pack to help you through the process. It's designed to complement legal advice, not replace it. Think of it as a toolkit to help you gather evidence, make informed decisions, and protect your position if you do decide to resign.

What's Inside

- ☐ **Evidence Log Template** – A structured way to document what's happening to you
- ☐ **The Two Routes Explained** – Understanding single breach vs last straw claims
- ☐ **The 5 Questions Test** – A quick self-assessment to understand if you might have a claim
- ☐ **Should You Raise a Grievance?** – The competing considerations explained
- ☐ **Grievance Letter Template** – How to raise a formal complaint before resigning
- ☐ **Resignation Letter Template** – The exact wording you need if you decide to leave
- ☐ **Before You Resign Checklist** – Essential steps to complete before you hand in your notice
- ☐ **Compensation Calculator Worksheet** – Estimate what your claim might be worth
- ☐ **Key Deadlines Guide** – The time limits you must not miss
- ☐ **Questions to Ask a Solicitor** – Make the most of your free consultation

Tip from Tom

Don't resign until you've worked through this pack. Constructive dismissal claims are easier to win when you've built your evidence, raised a grievance, and taken legal advice first.

2. Evidence Log Template

Good evidence wins cases. Start documenting everything now, even if you're not sure whether you'll make a claim. Your memory will fade, but a contemporaneous record carries real weight with employment tribunals.

What to Record

For each incident, note:

- ☐ **Date and time** – Be as specific as possible
- ☐ **What happened** – Stick to facts, not interpretations
- ☐ **Who was involved** – Names of everyone present
- ☐ **Who witnessed it** – Even if they didn't intervene
- ☐ **Supporting documents** – Emails, messages, policies referenced
- ☐ **How it affected you** – Physical symptoms, emotional impact, changes to your work

Important

Never use your work email or work devices to store your evidence log. Use a personal device and personal email account. Your employer may have the right to access work systems.

Evidence Log Template

Copy this template into a document or spreadsheet and update it regularly:

Entry #:	[Number each entry]
Date:	[DD/MM/YYYY]
Time:	[HH:MM]
Location:	[Where did this happen?]
What Happened:	[Describe factually what occurred. Who said what? What actions were taken?]
People Involved:	[Names and job titles of those directly involved]
Witnesses:	[Names of anyone who saw or heard what happened]
Documents/Evidence :	[List any emails, messages, policies, or other documents related to this incident]
Impact on Me:	[How did this make you feel? Any physical symptoms? Effect on your work?]

Tip from Tom

Update your log within 24 hours of each incident while details are fresh. Email it to yourself each time you update it – this creates a dated record.

3. The Two Routes to Constructive Dismissal

There are two ways to establish that your employer has fundamentally breached your contract. Understanding which applies to your situation will help you build your case.

Route 1: Single Serious Breach

Sometimes an employer does something so serious that a single act, on its own, destroys the employment relationship. This is a repudiatory breach – conduct so fundamental that it shows your employer no longer intends to be bound by the contract.

Examples include:

- ☐ Imposing a significant pay cut without your agreement
- ☐ Demoting you without contractual authority or consent
- ☐ Physically assaulting you or serious verbal abuse
- ☐ Suspending you without reasonable grounds
- ☐ Fundamentally changing your job duties without agreement
- ☐ Refusing to pay you

With a single serious breach, you can resign immediately in response. The key test is whether the conduct is serious enough that no reasonable employee could be expected to continue working.

Route 2: The Last Straw Doctrine

More commonly, constructive dismissal arises from a series of acts which, taken together, cumulatively breach the implied term of mutual trust and confidence. The final act – even if relatively minor on its own – becomes the 'last straw' that entitles you to resign.

The legal principles come from *Omilaju v Waltham Forest London Borough Council* [2005]:

- ☐ The last straw does not need to be unreasonable or blameworthy in itself
- ☐ It must contribute to the breach of trust and confidence (even slightly)
- ☐ It must be part of a series of earlier acts that cumulatively amount to a breach
- ☐ An entirely innocuous act cannot be a last straw

However, the Court of Appeal also noted it would be an 'unusual case' where reasonable and justifiable conduct could amount to a last straw. This is because reasonable conduct is unlikely to contribute to undermining trust and confidence. In practice, most successful last straw claims involve conduct that is at least questionable, even if not obviously wrong.

Examples of last straw situations:

- ☐ Months of bullying followed by one more critical email
- ☐ Repeated failures to address grievances, then another dismissive response
- ☐ A pattern of being overlooked for promotion, then being excluded from a meeting

- ☐ Ongoing unreasonable workload demands, then denial of a reasonable request

Tip from Tom

If you're relying on the last straw doctrine, your evidence log is crucial. You need to show the pattern of conduct over time, not just the final incident. Document everything, even things that seem minor at the time.

Important

Be careful about 'affirming' the contract. If your employer committed serious breaches months ago and you continued working without objection, you may have accepted the situation. The last straw doctrine helps here – a new act can revive earlier breaches – but it's safer to object in writing at the time and state you are working 'under protest'.

4. The 5 Questions Test

Before you resign, it's worth understanding whether you're likely to have a constructive dismissal claim. This quick test covers the key legal elements. It's not a substitute for legal advice, but it will help you identify potential strengths and weaknesses.

Question 1: Has there been a breach of contract?

Your employer must have breached your employment contract. This could be:

- ☐ A breach of an express term (something written in your contract, like pay, hours, or job duties)
- ☐ A breach of the implied term of mutual trust and confidence (behaving in a way that destroys or seriously damages the employment relationship)

Common examples include: unilateral pay cuts, demotions without agreement, bullying or harassment, failing to address grievances, imposing unreasonable changes to your role, or creating an intolerable working environment.

Question 2: Was the breach fundamental?

Not every breach counts. The breach must be serious enough to justify you leaving without notice. Minor issues or one-off incidents rarely qualify unless they are extremely serious.

Ask yourself: Would a reasonable person in your position feel they had no choice but to resign?

Question 3: Did you resign because of the breach?

Your resignation must be in response to the breach, not for another reason (like a new job offer you'd already accepted). The breach must be at least a significant part of why you resigned.

Question 4: Did you resign promptly?

If you continue working for too long after the breach without objection, you may be seen as having 'affirmed' the contract – accepted the situation. There's no fixed time limit, but generally you should:

- ☐ Object clearly to the breach (in writing)
- ☐ State you are working 'under protest' if you continue
- ☐ Not delay resignation for months without good reason

Question 5: Do you have the right to claim?

For 'ordinary' constructive unfair dismissal, you normally need 2 years' continuous service with your employer. However, you can claim from day one if the reason for resignation relates to:

- ☐ Discrimination (age, disability, race, religion, sex, sexual orientation, etc.)
- ☐ Whistleblowing (reporting wrongdoing in the public interest)
- ☐ Health and safety concerns you raised
- ☐ Asserting a statutory right
- ☐ Trade union membership or activities

Important

From January 2027, the qualifying period will reduce to 6 months. Check with a solicitor which rules apply to your situation.

Scoring Your Answers

If you answered 'yes' to all five questions, you may have a strong case. If you answered 'no' or 'unsure' to any question, discuss this with a solicitor before resigning – there may be ways to strengthen your position.

5. Should You Raise a Grievance Before Resigning?

This is one of the most common questions, and there is no simple answer. There are competing considerations.

Arguments for Raising a Grievance

Failing to raise a grievance before resigning can result in a 25% reduction in your compensation under the ACAS Code of Practice. The tribunal may also view your failure to give your employer an opportunity to address the issues as unreasonable. A grievance creates a paper trail and forces your employer to respond on the record.

Arguments Against Raising a Grievance

If your employer's conduct is truly a fundamental breach, it should by definition be incapable of being 'cured' by a grievance process. Raising a grievance delays your resignation, which risks you being treated as having affirmed the breach. Some employers use the grievance process to delay matters and wear down employees.

A Possible Compromise: Post-Resignation Grievance

One approach is to raise a grievance after you have resigned. This allows you to demonstrate that you followed the ACAS Code without risking affirmation of the breach. In your resignation letter, you can state that you will be raising a formal grievance about the matters that led to your resignation.

See our guide on how to write a grievance letter for more information.

Tip from Tom

The right approach depends on your specific circumstances. If you're unsure, discuss the pros and cons with a solicitor before making a decision. The answer may depend on factors such as how long ago the breach occurred, whether you've already raised concerns informally, and the strength of your overall case.

6. Grievance Letter Template

If you decide to raise a formal grievance before (or after) you resign, it gives your employer a chance to fix the problem, and it protects your tribunal claim if they don't. Failing to raise a grievance can result in your compensation being reduced by up to 25%.

What Your Grievance Should Include

- ☐ A clear statement that this is a formal grievance
- ☐ The specific issues you're complaining about
- ☐ Dates and details of relevant incidents
- ☐ Who was involved
- ☐ What outcome you're seeking
- ☐ Reference to relevant policies your employer has breached

Grievance Letter Template

[Your name]
[Your address]
[Your email]
[Date]

[Manager's name / HR department]
[Company name]
[Company address]

FORMAL GRIEVANCE

Dear [Name],

I am writing to raise a formal grievance in accordance with the company's grievance procedure.

Summary of Grievance

[In one or two sentences, summarise the core issue]

Background and Details

[Set out the facts chronologically. Include dates, what happened, who was involved, and any witnesses. Be factual and specific.]

Impact on Me

[Explain how these matters have affected you – professionally and personally]

Relevant Policies

[If applicable, reference any company policies or contractual terms that have been breached]

Outcome Sought

[State what you would like to happen – e.g., an apology, the behaviour to stop, a change to working arrangements, etc.]

I look forward to receiving confirmation that my grievance has been received and details of the next steps in accordance with the grievance procedure.

Yours sincerely,
[Your name]

Tip from Tom

Keep a copy of your grievance letter and note the date you sent it. Send it by email and request a read receipt, or hand it over in person and ask for written acknowledgment.

7. Resignation Letter Template

If you decide to resign and claim constructive dismissal, your resignation letter is a crucial piece of evidence. It must clearly show that you are resigning because of your employer's breach of contract, not for any other reason.

Key Elements

- ☐ State clearly that you are resigning
- ☐ Explain that you are resigning in response to your employer's conduct
- ☐ Reference the specific breaches (briefly)
- ☐ State that you consider yourself constructively dismissed
- ☐ Reserve your rights to bring a claim

Important

Do not apologise, express regret about leaving, or thank your employer for opportunities. These statements can be used against you to argue you weren't really forced out.

Resignation Letter Template

[Your name]
[Your address]
[Your email]
[Date]

[Manager's name / HR department]
[Company name]
[Company address]

RESIGNATION

Dear [Name],

I am writing to confirm my resignation from my position as [job title] with immediate effect.

I am resigning in response to the company's fundamental breach of my employment contract, which has made my continued employment untenable. Specifically:

- ☐ *[Breach 1: e.g., The unilateral reduction in my salary without my agreement]*
- ☐ *[Breach 2: e.g., The failure to address my grievance dated XX/XX/XXXX]*
- ☐ *[Breach 3: e.g., The ongoing bullying behaviour by [name] which has been allowed to continue]*

These matters, individually and cumulatively, constitute a fundamental breach of the implied term of mutual trust and confidence.

I consider myself to have been constructively dismissed and I reserve my right to bring a claim in the Employment Tribunal.

Please confirm in writing my final pay date, any outstanding holiday pay, and arrange for the return of my personal belongings.

Yours sincerely,
[Your name]

Notice Period Considerations

In a constructive dismissal situation, you are entitled to resign without working your notice period because your employer has fundamentally breached the contract. However, this is a tactical decision. Discuss with a solicitor whether resigning with immediate effect or working your notice is better for your specific situation.

8. Before You Resign Checklist

Resignation is a big step. Once you've resigned, you cannot easily undo it. Use this checklist to make sure you've done everything you need to protect your position.

Evidence and Documentation

- ☐ I have an up-to-date evidence log with dates, incidents, and witnesses
- ☐ I have saved copies of relevant emails and documents to a personal device/account
- ☐ I have copies of my employment contract, handbook, and relevant policies
- ☐ I have a record of my pay slips and P60s
- ☐ I have noted the names and contact details of potential witnesses

Grievance Process

- ☐ I have considered whether to raise a formal grievance (see Section 5)
- ☐ If raising a grievance pre-resignation, I have kept a copy and noted the submission date
- ☐ I have attended any grievance meetings (or have a valid reason for not attending)
- ☐ I have received the grievance outcome (or chased it if overdue)
- ☐ If I'm appealing the grievance outcome, I have submitted my appeal

Legal Advice

- ☐ I have spoken to an employment solicitor about my situation
- ☐ I understand whether I have a viable constructive dismissal claim
- ☐ I understand the time limits for making a claim
- ☐ I have discussed whether to resign with immediate effect or work my notice

Financial Preparation

- ☐ I know my financial position and can manage without this income while I job search
- ☐ I have checked my entitlement to benefits if needed
- ☐ I have noted any outstanding pay, holiday pay, or expenses owed to me
- ☐ I understand what happens to my pension when I leave

Practical Matters

- ☐ I have retrieved any personal belongings I cannot easily get later
- ☐ I have removed personal files from work devices/accounts
- ☐ I have checked my contract for any restrictive covenants (non-compete clauses)

☐ I know who I need to hand my resignation to

Important

Do not delete any work documents or emails, even if they contain your personal data. This could be used against you. Simply make copies of what you need.

9. Compensation Quick Calculator

If your constructive dismissal claim succeeds, compensation is typically made up of two elements: the Basic Award and the Compensatory Award. This worksheet will help you estimate what your claim might be worth.

Basic Award Calculation

The basic award is calculated like a statutory redundancy payment:

- ☐ 0.5 week's pay for each full year of service when you were under 22
- ☐ 1 week's pay for each full year of service when you were 22 to 40
- ☐ 1.5 weeks' pay for each full year of service when you were 41 or over

A week's pay is capped at £719 (from April 2025). Maximum service counted is 20 years.

Maximum basic award: £21,570

YOUR BASIC AWARD ESTIMATE

Your weekly pay (gross, capped at £719):	£_____
Years of service under 22: _____ x 0.5 =	_____ weeks
Years of service age 22-40: _____ x 1 =	_____ weeks
Years of service age 41+: _____ x 1.5 =	_____ weeks
Total weeks:	_____
Basic Award: _____ weeks x £_____ =	£_____

Compensatory Award

The compensatory award covers your actual financial losses. It's capped at the lower of £118,223 or 52 weeks' gross pay (from April 2025).

Typical heads of loss include:

- ☐ **Loss of earnings** – From resignation until you find equivalent work
- ☐ **Loss of benefits** – Company car, private healthcare, bonuses, etc.
- ☐ **Loss of pension contributions** – Employer's contributions you've lost
- ☐ **Loss of statutory rights** – Usually £500-£600 (you'll need 2 years to build up unfair dismissal rights again)
- ☐ **Expenses** – Reasonable job search costs

YOUR COMPENSATORY AWARD ESTIMATE

Monthly net salary:	£_____
Estimated months to find equivalent work:	_____
Loss of earnings: £_____ x _____ months =	£_____
Monthly value of lost benefits:	£_____
Loss of benefits: £_____ x _____ months =	£_____
Monthly employer pension contribution:	£_____
Loss of pension: £_____ x _____ months =	£_____
Loss of statutory rights:	£500
Job search expenses:	£_____
Total Compensatory Award Estimate:	£_____

(Subject to cap of £118,223 or 52 weeks' gross pay)

Injury to Feelings (Discrimination Cases Only)

If your constructive dismissal involved discrimination, you may also claim for injury to feelings. Awards are set using the 'Vento bands' (from April 2025):

- ☐ **Lower band: £1,200 to £12,100** – Less serious cases
- ☐ **Middle band: £12,100 to £36,400** – Serious cases
- ☐ **Upper band: £36,400 to £60,700** – Most serious cases
- ☐ **Exceptional cases:** Can exceed £60,700

Tip from Tom

These are estimates only. Tribunals have discretion, and awards can be reduced for factors like failure to mitigate losses, contributory conduct, or failure to follow the ACAS Code. A solicitor can give you a more accurate assessment.

Important

Important change from January 2027: The compensation cap for ordinary unfair dismissal claims is being removed under the Employment Rights Act 2025. Check with a solicitor about how this affects your claim.

10. Key Deadlines

Employment tribunal claims have strict time limits. Miss them and you lose your right to claim, no matter how strong your case. These deadlines are not flexible.

The Critical Deadline

You must start ACAS Early Conciliation within 3 months minus 1 day from the date your employment ended.

If you resigned, this is usually your last day of work. If you resigned with immediate effect, it's the date your resignation was received.

CALCULATE YOUR DEADLINE

Date your employment ended:	___/___/___
Add 3 months:	___/___/___
Subtract 1 day:	___/___/___
Your ACAS deadline:	___/___/___

Important

Do not calculate this yourself if there's any doubt. The rules are complicated – for example, if 3 months minus 1 day falls on a weekend, different rules may apply. Get a solicitor to confirm your exact deadline.

The Process

1. **Contact ACAS** – You must notify ACAS before you can submit a tribunal claim. Do this online at www.acas.org.uk or call 0300 123 1100.
2. **Early Conciliation** – ACAS will offer to help you and your employer reach a settlement. This can take up to 12 weeks (from December 2025 – previously 6 weeks).
3. **Early Conciliation Certificate** – If no settlement is reached, ACAS issues a certificate with a unique reference number.
4. **Submit ET1** – You then have at least 1 month from the date of the certificate to submit your tribunal claim form (ET1).

Starting ACAS Early Conciliation 'stops the clock' on your deadline. The time spent in conciliation doesn't count towards your 3 months.

Tip from Tom

Start ACAS Early Conciliation as soon as you resign, or even before if you're confident you're going to resign. This gives you maximum time and flexibility.

What If You're Running Out of Time?

If your deadline is approaching:

- ☐ **Contact ACAS immediately** – you can do this online in minutes
- ☐ **Speak to a solicitor urgently** – many offer same-day consultations
- ☐ **Don't assume you can extend the deadline** – tribunals rarely grant extensions

Coming October 2026

The Employment Rights Act 2025 will extend time limits for most tribunal claims from 3 months to 6 months. If your claim arises after this change takes effect, you will have longer to act. However, until then, the 3-month rule applies strictly.

11. Questions to Ask a Solicitor

Most employment solicitors offer a free initial consultation. Make the most of this time by being prepared. Here are the key questions to ask:

About Your Case

- ☐ Do I have a viable constructive dismissal claim based on what I've told you?
- ☐ What are the strengths and weaknesses of my case?
- ☐ What's your assessment of the likely compensation if I win?
- ☐ What's the risk of losing, and what would that cost me?
- ☐ Would you recommend I resign now, or should I do anything else first?

About the Process

- ☐ What are my key deadlines?
- ☐ How long does a tribunal claim typically take from start to finish?
- ☐ What will I need to do during the process?
- ☐ What evidence should I be gathering or preserving now?
- ☐ Is my employer likely to settle, or will this go to a hearing?

About Costs and Funding

- ☐ Do you offer no win no fee arrangements for cases like mine?
- ☐ If not, what would your fees be and how are they structured?
- ☐ What costs might I have to pay if I lose?
- ☐ Do I have any legal expenses insurance that might cover this?
- ☐ If I win, will I get my legal costs back from my employer?

What to Bring to Your Consultation

- ☐ Your evidence log and timeline of events
- ☐ Your employment contract and any relevant policies
- ☐ Copies of your grievance and the outcome
- ☐ Recent payslips showing your salary and benefits
- ☐ Any correspondence with your employer about the issues
- ☐ A clear summary of what's happened and why you want to leave

Tip from Tom

Write down your questions beforehand and take notes during the consultation. It's easy to forget important details when you're discussing something stressful.

12. Need Further Help?

If you would like to discuss your situation with an employment law solicitor, we offer free initial consultations to assess your case.

Telephone: 020 3835 3940

Website: tribunalclaimsolicitors.co.uk

Where we feel you have a viable case, we may be able to represent you on a no win no fee basis. Even if we cannot take on your case, we can often point you in the right direction.

Disclaimer: This guide provides general information and is not intended to be legal advice. Every situation is different, and the law may have changed since this guide was written. If you need advice about your specific circumstances, please consult a qualified solicitor.