

**Employee claiming  
constructive dismissal  
affirms contract by giving  
extra notice**

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An employee who tried to claim constructive dismissal was held by the Employment Appeal Tribunal ('EAT') to have affirmed his contract, rendering him unable to claim constructive dismissal, by giving more than his contractual notice.

Mr Cockram was employed in a senior position at his employer, Air Products plc. His contract required that he give three months' notice if he wished to terminate his employment. Mr Cockram had raised a grievance with his employer, in relation to a telephone meeting. Unhappy with the outcome of this grievance, he resigned in a letter dated 25 July 2012. His letter of resignation made it clear that he considered that the comments made in this meeting and the subsequent conduct of his employer to be a fundamental breach of contract and said that his resignation would take effect on 28 February 2013, seven months later.

Air Products argued that by giving a significantly longer notice period than was required in his employment contract, Mr Cockram had waived any breach by his employer. The EAT held that there was a finding that Mr Cockram had affirmed the contract by working for seven months after his resignation. The EAT stressed that it should be borne in mind that deciding whether or not an employee has affirmed a contract is a fact-sensitive matter and the tribunal will take into account the length of notice and why this length of notice was given.

*Cockram v Air Products plc UKEAT/0038/14*

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