



EMPLOYMENT TRIBUNALS

Claimant: Ms S Gurm

Respondent: Williams Lea Limited

Heard at: Reading **On: 23 and 24 July 2026**

Before: Employment Judge Gumbiti-Zimuto

Appearances

For the Claimant: Miss E Cho, counsel ,

For the Respondent: Mr S Middleton, solicitor

RESERVED JUDGMENT

- (1) The complaint of unlawful deduction of wages is dismissed upon withdrawal by the claimant.
- (2) The claims of unfair dismissal and wrongful dismissal (notice pay) are not well founded and are dismissed. The claimant was not dismissed.

REASONS

1. In a claim form presented on 4 August 2025 the claimant made a complaint of unfair dismissal. The claimant claims constructive dismissal. The respondent denies the claimant was dismissed.
2. The claimant gave evidence in support of her own case, the respondent relied on the evidence of Teniola Banjoko and Sara Hayes. All the witnesses produced statements which were taken as their evidence in chief. I was also provided with a trial bundle containing 726 pages of documents. From these sources I made the following findings of fact.
3. The claimant was employed by the respondent from 11 October 2018 until her resignation on 21 March 2025. At the time of her resignation, the claimant worked as a Personal Assistant supporting Pennington Manches Cooper (PMC). The claimant supported two Partners and four Fee Earners in the Employment Team, most of whom were based in Reading, although she predominantly worked from PMC's Basingstoke office post-Covid.

4. The claimant's employment was governed by a contract dated 1 January 2020. The claimant describes having a wide range of duties.
5. At the time of her resignation, the claimant's PA Team Leader was Helen Georgiou (her predecessor was Lorriane Finch), and the Regional PA Manager was Jo Griffiths.
6. In or around April 2019, the claimant informed Ms Griffiths that she was under significant pressure, to which Ms Griffiths responded that the claimant's workload was no greater than that of the other PAs in the team. The claimant further states that, in April 2019, Ms Griffiths joined a one-to-one meeting with her line manager and told the claimant that she did not like the tone of a message the claimant had sent. The claimant says that this meeting set the tone for their subsequent communications.
7. The claimant states that, from November 2021 onwards, she raised concerns during her one-to-one meetings that she was overwhelmed by her workload and lacked adequate support. The claimant states that she made significant improvements to processes inherited from her predecessor and was allocated work beyond the scope of a typical PA role, with complex, high-value tasks forming part of her regular "cyclical responsibilities".
8. On 17 May 2022, the claimant raised concerns about capacity and stress during a one-to-one meeting with team leader Ms Finch, the claimant says that no meaningful action was taken to support her; instead, Ms Griffiths asked her to provide a task list to identify issues and consider next steps, although the claimant later explained, during a June 2022 one-to-one meeting with her line manager, that she lacked the time to prepare such a list, and she complains that Ms Griffiths made no attempt to understand the nature or scale of her work, while support provided through another PA monitoring the Central Employment Inbox was, she says, inconsistent.
9. The claimant states that, at a one-to-one meeting in July 2022, she again raised concerns about her workload and that it was clear the issue was the sheer volume of work she was required to undertake; she further states that, in August 2022, she was informed that a Guildford-based Team Leader, HC, would meet with her to discuss her workload, and that, at the subsequent meeting, she outlined her responsibilities and the volume and complexity of the work she was performing to HC.
10. The claimant states that HC confirmed that her own workload was "significantly lighter" than the claimant's and that she was not required to undertake many of the annual administrative tasks for which the claimant was responsible; notwithstanding this, the claimant contends that Ms Griffiths remained disengaged from the issue, neither meeting with her nor taking steps to provide a solution.

11. The claimant relies on an email exchange dated 9 August 2022 with her Team Leader in which she referred to her “capacity levels” as being low and asked whether there was “anyone available with capacity”, adding that, “if not, I’ll make it work, but I do not have the energy to sustain this level of workload anymore”; the Team Leader responded, “leave it with me, I will see what I can do and come back to you”, and the exchange concluded with the claimant replying, “Thanks Lorraine – hugely appreciated.” The claimant points out that, in September 2022, only “minor process amendments” were discussed with the Reading Partner, whereas what she says she required was additional PA support, which was not provided.
12. The claimant states that, in October 2022, she raised concerns about an unsustainable volume of work and that, although notes from a November 2022 meeting recorded that she “felt back in control”, she also identified a continuing need for additional support; she further states that she raised workload concerns again during a December 2022 one-to-one meeting and, in her end-of-year review, described herself as having worked in an “unsustainable environment” to the detriment of her mental health. However, in the claimant’s last 2 years of employment the claimant had a near perfect attendance record with only 1 day off sick.
13. The claimant consistently raised concerns throughout 2022 regarding her workload, limited capacity, and the need for additional PA support. Although she was dissatisfied with the response from management, the evidence indicates that her concerns were heard and that some steps were taken in response, including support from another PA in monitoring the Central Employment Inbox and the introduction of process amendments intended to alleviate her workload. On the evidence relating to the period up to December 2022, I am unable to identify any breach of contract.
14. The claimant continued to raise concerns about her workload throughout 2023 and 2024, although she accepts that there were periods when her workload was more manageable. She states that, while her Team Leader was supportive and listened to her concerns, Ms Griffiths retained oversight of the one-to-one process, which discouraged her from escalating matters further, with the result that she continued to manage what she considered to be an unsustainable workload. The claimant also continued her efforts to secure additional support and acknowledges that there were periods when the work was “not as hectic”.
15. In July 2024, Ms Georgiou became the claimant’s Team Leader. The claimant states that, at around the same time, she was continuing to raise concerns about the extent of her workload and requesting additional support, and was informed that a colleague Hayley Crewe could provide assistance. However, the claimant had made clear that what she sought was *“a float PA who does not have the billing commitments but who will be able to pick up PA tasks and be trained on PolFed as well as help with the billing”*.

16. The claimant relies on emails dated 23 September 2024 concerning salary reviews in which she stated that, given her very large workload and responsibilities, she had expected greater recognition and that “it’s not the money”. She was concerned that, if other PAs had received higher increases than her 5% award, her contribution had not been recognised to the same extent. The claimant contends that management dismissed her concerns by responding that many PAs had large workloads and that a 5% increase was excellent. She argues that this formed part of a wider pattern of failing to engage with her concerns, thereby undermining trust and confidence.
17. The claimant states that, by October 2024, her stress levels had escalated significantly and her workload remained overwhelming. At her first one-to-one meeting with Ms Georgiou on 18 October 2024, she explained that her capacity issues arose from the complexity of her tasks rather than their number. Ms Georgiou recorded the claimant stating that her work was more complex than that of other PAs and also noted that assistance was available when the claimant’s workload became too heavy. The record of the one-to-one notes that the claimant said: *“I mentioned in the early days of taking over this role (and would still welcome), an in-depth analysis of my shared inbox and my personal inbox, to make valuable judgements on my workload in comparison to other PAs in the region.”*
18. The claimant continued to raise concerns about her workload in November 2024. In December 2024, the claimant was asked to collate workload data and express it as percentages. The claimant had completed a similar exercise in 2022. She contends that this exercise failed to reflect the complexity and intensity of her role and took no account of earlier findings regarding her workload or the steps she had taken to alleviate pressures through process improvements. The claimant further maintains that, although other staff had access to pooled support, no comparable assistance was made available to her.
19. The claimant states that, in November 2024, Ms Griffiths arranged a lunch in Reading with the claimant’s former Team Leader, Ms Finch, and another Reading PA, KR. The claimant was not invited. She contends that, given the small size of the Reading office and the manner in which the invitation was issued, the exclusion was deliberate and made her feel ostracised and undermined. Although KR subsequently extended the to the claimant an invitation, the claimant declined. She further contends that this incident formed part of a wider pattern of bullying and poor treatment by Ms Griffiths, particularly following repeated requests for workload support. In addition, she states that, while working in the Basingstoke office, Ms Griffiths often ignored her in communal areas while providing visible wellbeing support to other PAs, which the claimant perceived as favouritism and further evidence of her exclusion.
20. At a mandatory one-to-one meeting on 13 January 2025, the claimant was again asked about collating further workload data as requested by Ms

Griffiths. She responded that she had already provided extensive evidence of her workload over several years at one-to-one meetings and that she refused to repeat the exercise, feeling exhausted, unheard and let down by management.

21. The claimant's "continuous feedback dashboard" records, in response to the question "What went well for you over the last 3 months?" The claimant responding, "Since our last 1-2-1, my capacity concerns have improved to a level of 'manageable', rather than 'overwhelmed', and for that I am thankful. It will be interesting to see how things develop as the New Managing Associate starts PMC. I've yet to know their start date. It has been suggested mid-February."
22. In response to the question "What didn't go so well over the last 3 months?" It is recorded: "There are several things and one big thing in particular but there's no point in mentioning it because nothing gets done, nothing changes." In her evidence the claimant explained that the "one big thing" was the omission from an invitation to lunch.
23. In response to the question "How can I as your line manager, support you better?" It is recorded "I feel my capacity concerns aren't taken seriously by upper management generally."
24. The section Key Points Discussed has two entries. The first is "Workload is a little better due to FEs being on leave. End of the month is always very full on and needs support, which Sanita does receive when she asks." The second is that "Sanita is upset that there are no changes to the amount of FEs she has, even though this has been going on for years. Sanita feels let down by management and she had said the previous PA that had Sanita's position left because of the workload as she couldn't cope. Sanita has given management details of the workload previously and does not wish to go through it again and again."
25. The claimant received an email on 20 February 2025 from Ms Griffiths the email read as follows: "Morning Sanita. I wanted to have a catch up with you if that is possible please? I am in Reading today and was hoping you were too but see you don't have a desk booked. Are you in Basingstoke tomorrow? If not, maybe early next week if you are in Bas at any point? I have become aware that you made a request for a review of your inboxes and I would like to get that underway for you so we can have a productive conversation around workload."
26. The claimant's reply to Ms Griffiths email was as follows: "I acknowledge receipt of your email dated 20th February 2025. It has been several years since I raised my capacity concerns and you're aware I've raised them on several occasions during that period. To receive your email regarding a meeting came as a surprise after all this time. As discussed in my recent 1-2-1 with Helen, I don't see the point of engaging any further on this point. It is all a little too late."

27. Ms Griffiths persisted with the following email: “Hi Sanita and thank you for your email. I would still like to undertake a review of your workload and already have access to the central inbox to do that. However, if you are receiving work from fee earners into your personal inbox it would be helpful to see that as well in order to gain a complete picture. I acknowledge your wish to no longer engage in relation to workload. However, I note from your 1-1- in October that you referenced an in depth analysis of your shared inbox and your personal inbox, to make a valuable judgment on your workload. With that in mind, if you could re-confirm your approval to that access by way of an email that would be appreciated.”
28. The claimant was unmoved and stated: “Hi Jo If you acknowledge my wish to no longer engage in relation to workload, I’m unsure why you’re persisting to ignore those wishes? Whilst I mentioned my inboxes in a 1-2-1 four months ago, that offer was made clear to no longer stand and was communicated as such in my February 1-2-1. You absolutely do not have permission to access my personal inbox. I’m aware that Chronos is regarded the tool to determine PA workloads and is used to make those valuable judgements you need. I would encourage you to seek guidance from that – especially as I update mine as accurately as possible.” Ms Griffiths relented: “Hi Sanita. Thanks for your response and, as suggested, we will proceed with the data we have access to.”
29. On 11 March 2025 Ms Griffiths sent an email to Cheryl Robinson and Laura Anderson setting out the findings of her review. Ms Griffiths set out her analysis of the claimant’s workload using Chronos data covering the period February 2024 to February 2025. She reviewed the claimant’s recorded time, including billing activity, and compared it with that of two other full-time Employment PAs. A four-week review of the claimant’s central inbox found that she supported several fee earners and undertook a range of PA duties. Ms Griffiths observed a significant focus on finance-related work, estimating that the claimant processed between 80 and 100 bills per month and handled numerous billing enquiries and invoice issues. Ms Griffiths described the claimant as thorough and providing a good PA service, but questioned whether she was making full use of available support services. Mrs Griffiths “initial thought” was that the claimant was not carrying a greater workload than other PAs.
30. On 21 March 2025, Ms Griffiths provided the claimant with a summary of her review and offered to sit down and discuss it with the claimant.
31. The claimant criticises Ms Griffiths’ workload review as selective, insufficiently thorough and lacking a proper understanding of the nature and complexity of her role. She contends that the review relied on limited Chronos and mailbox data, used inappropriate comparators, failed to take account of differing support arrangements across offices, and overlooked her longstanding concerns about workload, particularly the burden of finance-related responsibilities. The claimant further argues that management accepted the review’s conclusions without proper scrutiny, sought to close down the issue rather than investigate it, and reached

conclusions about her workload without meeting her to discuss it directly. The claimant interprets the review as placing responsibility on her for not delegating certain work. The claimant maintains that this criticism was unfounded because the task concerned fell outside the remit of the support function identified.

32. The claimant concluded that the respondent was not acting in good faith, was unwilling to understand her role and was intent on shifting blame rather than addressing the underlying problems. The claimant says that “It became the final straw that led to my constructive dismissal”.
33. The claimant resigned in writing on 21 March 2025 in direct response to Ms Griffiths email. The claimant stated that “from your findings, you leave me with no choice but to resign with immediate effect.” The claimant was asked to reflect on her resignation and having done so did not seek to withdraw her resignation.
34. The claimant replied on 25 March 2025 stating that the her “understanding is that removing access to systems less than one working day after someone has indicated their intention to resign, and before the time by which you have stated you wanted a final decision on that resignation, is not normal. ... While I appreciate that in some cases, it may be an appropriate and proportionate precaution to take for client security, I cannot see why that would have reasonably applied to me. I did not resign in circumstances where my conduct was being investigated and I have always behaved with the utmost integrity. Cutting my access almost immediately and without even extending me the courtesy of letting me know felt personal and simply reinforced my decision to resign.” The claimant concluded stating that: “For the avoidance of doubt, I consider that I have been constructively dismissed and the actions taken since my resignation have reinforced that belief. I am not therefore under any obligation to work any part of my contractual notice.”

The issues

35. In section 52 of the grounds of complaint the claimant states as follows:

52. I am claiming that the Respondent carried out the following conduct:
 - 52.1 Failed to provide support in response to raising genuine workload capacity concerns over the period of three years from June 2022 to March 2025 in my 1-2-1s and year end reviews.
 - 52.2 Instructing me the carry out a data collection process to evidence my capacity concerns in 2022 which I did and was then ignored and did not result in any meaningful solution.
 - 52.3 In October 2024, insisting that no action would be taken to support me, despite these historic concerns, unless I conducted same data

collection exercise again to evidence my capacity concerns that had previously proved fruitless.

- 52.4 Failing to discuss my concerns with the PMC team in 2024, specifically Gemma Woodhouse, who was aware of my concerns and could have provided assistance explaining the workload necessitated.
- 52.5 Jo Griffiths purposely leaving me out of a team lunch in December 2024 and seeking to ostracise me from the team.
- 52.6 In February 2025, being asked for access to my personal in box by Jo so that she could monitor this, and suggesting that this was the first time this suggestion had been raised to her (despite the previous creations of the a central inbox to enable monitoring).
- 52.7 In the week commencing 17 March 2025, Jo's email to me saying that she monitored the central PA inbox and that they would be happy to discuss, but providing no solution or detail to either agree or disagree with the concerns I had been raising for years.
- 52.8 Jo's email on Friday 21 March, in which she provided a brief outline of her findings based on collated data from the time recording system in relation to billing only, and then some points on observations of the mailbox activity over that month. Specifically, I felt that this email:
- (a) Did not provide any support or acknowledgment of the stress that I had been raising as a concern for years;
 - (b) Sought to blame me for my workload concerns, citing that I should have passed one task to DPC;
 - (c) Showed that Jo did not understand my role and had no intention of understanding my role properly in order to support me;
 - (d) Showed that Jo had carried out this exercise only to find ways to continue to reject my request for support;
 - (e) Had a tone that I found belittling and degrading, particularly after three years of requesting support
53. The claimant contends that these acts taken together are sufficiently serious to constitute a repudiatory breach of the implied term of mutual trust and confidence.

36. In the evidence presented the issues addressed primarily related to 52.1, 52.2, 52.3, 52.5, and 52.8.

The Law

37. The claimant has the right not to be unfairly dismissed (section 94 Employment Rights Act 1996 (ERA). Section 98 ERA states (in so far as it is relevant): "(1) In determining for the purposes of this Part whether the

dismissal of an employee was fair or unfair, it shall be for the employer to show- (a) the reason (or, if there was more than one, the principal reason) for the dismissal, and (b) that it is a reason falling within subsection (2) ... (4) Where an employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer)- (a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and (b) shall be determined in accordance with equity and the substantial merits of the case.

38. Section 95 (1) of the Employment Rights Act 1996 provides that an employee is dismissed by his employer if, "(c) the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employers conduct."

39. In Western Excavating (ECC) v Sharp [1978] 1QB 761 it was stated that: "If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed. The employee is entitled in those circumstances to leave at the instant without giving any notice at all or, alternatively, he may give notice and say he is leaving at the end of the notice. But the conduct must in either case be sufficiently serious to entitle him to leave at once. Moreover, he must make up his mind soon after the conduct of which he complains; for, if he continues for any length of time without leaving, he will lose his right to treat himself as discharged. He will be regarded as having elected to affirm the contract."

40. In Waltham Forest v Omilaju the following propositions of law were set out by the Employment Appeal Tribunal:

- "1. The test for constructive dismissal is whether the employer's actions or conduct amounted to a repudiatory breach of the contract of employment: Western Excavating (ECC) Ltd v Sharp [1978] 1 QB 761.
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 confidence and trust between employer and employee: see, for example, Malik v Bank of Credit and Commerce International SA [1998] AC 20, 34H-35D (Lord Nicholls) and 45C-46E (Lord Steyn). I shall refer to this as "the implied term of trust and confidence".

3. Any breach of the implied term of trust and confidence will amount to a repudiation of the contract see, for example, per Browne-Wilkinson J in *Woods v WM Car Services (Peterborough) Ltd* [1981] ICR 666, 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 (emphasis added).
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 on 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" (emphasis added).
5. 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 para [480] in *Harvey on Industrial Relations and 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 may be 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."...

Parties submissions

41. On behalf of the claimant, it is stated that much of the claimant's evidence remains unchallenged. The claimant points out that the claimant's team leaders and line manager have not been called to give evidence by the respondent. The witnesses called by the respondent related to the grievance and grievance appeal which both took place after the claimant's employment came to an end. The claimant takes issue with the respondent's contention that there is a time limit issue in this case. The claimant is relying on a course of conduct culminating in the email of the 21 March 2025 which prompted the claimant's resignation shortly afterwards. Alternatively the claimant refers to the guidance set out in *Kaur v Leeds Teaching Hospital*. The claimant submits that the questions for the Tribunal are: What was the most recent act or omission by the employer which the employee says caused, or triggered, her resignation? Has the employee affirmed the contract since that act or omission? If not, did that act or omission, by itself, amount to a repudiatory breach of contract? If not, was it nevertheless part of a course of conduct comprising

several acts or omissions which, taken cumulatively, amounted to a repudiatory breach of the implied term of mutual trust and confidence? If so, did the employee resign in response, or at least in part in response, to that breach?

42. The claimant submits that the last relevant act was JO's email of 21 March 2025, which she says directly triggered her resignation. She did not affirm the contract afterwards, having resigned shortly thereafter. The claimant contends that the email was itself capable of amounting to a repudiatory breach of the implied term of mutual trust and confidence because, viewed objectively, it shifted responsibility and blame back onto her rather than providing support. She argues this reflected a wider pattern throughout her employment whereby requests for assistance were met by placing the burden on her.
43. The claimant submits that she did raise grievances, albeit not always under that label. She relies on the grievance of 20 November 2025 and unchallenged evidence that she repeatedly raised concerns with management. A grievance, she argues, need not be formally titled as such; it is sufficient that an employee raises a workplace concern and seeks its resolution. She says her concerns were consistently raised in meetings, emails and discussions from 2022 until her resignation, undermining the respondent's suggestion that she failed to use internal procedures.
44. The claimant submits that, despite raising concerns about her excessive workload for several years, the respondent failed to provide meaningful and reasonable support. She sought additional assistance to help manage her increasingly complex role and reduce the pressure she faced. Although she raised these concerns and understood a business case was required, the respondent never properly considered the proposal. Instead, when she raised workload concerns, she was asked to undertake additional tasks. The claimant contends that imposing additional tasks on an already overburdened employee was not a reasonable response.
45. The claimant submits that the respondent's conduct engaged two distinct implied duties: the implied term of mutual trust and confidence, and a separate implied duty to provide reasonable support. She contends that the respondent failed to provide reasonable support despite repeated requests for assistance, and that this failure also contributed to a breach of trust and confidence. The claimant referred to a number of cases including: *Wigan Borough Council and Davies*, [1979] ICR 411, *Hobbs v British Railways Board*, EAT 340/94, *Whitbread PLC trading as Threshers v Gulleys*, EAT, 478 /92, *WA Goold (Pearmark) Limited v McConnell* [1995] IRLR, 516, *Sweetin v Coral Racing* [2006] IRLR, 252 EAT, and *Brooks v Leisure Employment Services Ltd* [2024] ICR 366

46. The respondent submits that the claimant's case is founded upon an alleged breach of the implied term of mutual trust and confidence. Whether such a breach occurred is to be assessed objectively. While the claimant's subjective perception of events may be relevant, it is not determinative. The question is whether the respondent's conduct, viewed objectively, was likely to destroy or seriously damage the relationship of trust and confidence between employer and employee. The respondent further submits that the employer's intentions are not decisive; an employer acting with good intentions may nevertheless commit a repudiatory breach of contract if the objective effect of its conduct meets the legal test.
47. The respondent submits that a single act may not, of itself, be sufficiently serious to amount to a repudiatory breach of contract. However, a series of acts or omissions, when viewed cumulatively, may constitute a breach of the implied term of mutual trust and confidence. This is commonly referred to as the "last straw" doctrine. In such cases, the final act relied upon need not itself be repudiatory. It is sufficient if it forms part of the continuing course of conduct and contributes, however modestly, to the cumulative breakdown of trust and confidence between employer and employee.
48. The respondent submits that the claimant's case does not get out of the blocks and faces significant time issues.
49. The respondent submits that the claimant's allegation of excessive workload over a three-year period is not made out on the evidence. Although the claimant raised concerns about workload on numerous occasions from at least June 2023, the respondent contends that she was neither ignored nor left without support. It is said that the claimant has abandoned any suggestion that there was "no support", and her own evidence, including discussions with Sara Hayes, demonstrated that she felt supported at certain times.
50. The respondent relies upon the claimant's exemplary attendance record, noting that she took only one day's absence in the two years before her resignation. It submits that an employer is entitled to take account of an employee's attendance and performance when assessing whether workload concerns indicate a genuine problem.
51. The respondent further relies on the Chronos time-recording system, which was maintained by the claimant herself and generally showed utilisation at around 90%, therefore not exceeding expected levels. It argues that the claimant's contractual obligation was to work 37.5 hours per week and that the implied term of trust and confidence cannot override that express contractual term. The respondent contends that the claimant was working within the ambit of the express term.

52. While accepting that the claimant repeatedly said she felt overworked, the respondent maintains that it never concluded that an excessive workload problem existed. It says support was provided, concerns were listened to, and alternative avenues, including the grievance procedure, were available but not pursued. The respondent's position is that the claimant's duties remained within the normal expectations of a PA in a large legal services firm and did not amount to a repudiatory breach of contract.
53. The respondent submits that the requests made in June and July, and again in October 2024, for the claimant to collect data about her workload were not breaches of contract, let alone repudiatory breaches. Rather, they were reasonable management instructions. Where an employee asserts that they are being asked to do too much, it is reasonable for the employer to seek information about the work being undertaken. The respondent contends that these requests demonstrated that it was listening to the claimant's concerns and taking steps to assess whether any genuine workload issue existed.
54. The respondent submits that the claimant's counsel has only belatedly suggested that the email of 28 November constituted a grievance. That has never been pleaded, nor is it reflected in paragraph 51 of the claimant's witness statement. In her evidence, the claimant described it as a desperate email. The respondent submits that it was not. Viewed objectively, it was part of an ongoing dialogue concerning workload. In that email, the claimant referred to no longer supporting a partner in London, but it was not, whether formally or informally, a grievance.
55. The respondent submits that the 21 March 2025 email was a reasonable and professional attempt to investigate the claimant's workload concerns. Any limitation in the review arose because the claimant repeatedly refused to provide access to her inbox. The respondent contends that the email cannot constitute a breach of contract, still less a "last straw". Post-event reviews found no contractual breach, though Sara Hayes considered communication could have been better. The respondent maintains that support was provided but not utilised and invites the Tribunal to dismiss all claims as wholly without merit.

Conclusions

56. Failed to provide support in response to genuine workload capacity concerns raised over the period from June 2022 to March 2025 in one-to-one meetings and year-end reviews.
- 56.1 The respondent did provide the claimant with support after she raised the need for it. The claimant's evidence concedes this. The claimant says that, when Ms Finch was her Team Leader, she provided meaningful support. She met with the claimant monthly and escalated her concerns. The claimant also benefited from support from Hayley Crewe. Although the claimant's evidence was that Ms Crewe never

failed to reach out, she nonetheless stated that her support was not meaningful. The claimant explained this as a need for someone junior whom she could train and who could take tasks away from her.

56.2 It is noted that the claimant initially expressed her allegation as being that no support was provided by the respondent. The claimant appears now to have abandoned that position. It is right to abandon it as it clearly unsustainable.

56.3 The respondent invited the Tribunal to consider page 317 and the dialogue between the claimant and Sara Hayes. The dialogue concentrated on why there had been no escalation and why there had been no grievances. However, the discussion then turned to the claimant's position that, when Ms Finch was there, she felt supported. The respondent is, in my view, correct in saying that the claimant herself was saying that she had emotional support from Ms Finch.

56.4 It is also, in my view, noteworthy that during this period of alleged failure to provide support, the claimant had an almost perfect attendance record and the respondent's time-recording system showed the claimant working at around 90% and not exceeding 100%. The respondent points to the fact that the claimant's contractual working hours were 37.5 hours per week and that the claimant was not working beyond what had been envisaged by the parties.

56.5 The claimant consistently raised the issue of support, but I note that the matter never progressed to a grievance until after the claimant's employment ended. This suggests to me that there was genuine engagement between the claimant and the respondent in respect of the claimant's concerns about her workload. Had there not been such engagement, a grievance might have been a means of attempting to address the issue. There was no grievance before the claimant's employment came to an end.

56.6 The claimant relies on the email of 28 November 2024 and contends that this should be viewed as a grievance notwithstanding that the word "grievance" was not used. I reject that conclusion. The correct analysis, in my view, is as follows:

56.6.1 Following a discussion that took place in a one-to-one meeting on 28 November 2024, the claimant sent an email to her Team Leader stating that she wished to discuss the Team Leader's suggestion about dropping a Fee Earner. The claimant suggested that she should no longer support Chris Snyder (CS). She explained the problems she was experiencing with CS, recognised the support provided by Ainsley, and then asked: "can you and I find time to discuss this next week or the week after please?"

56.6.2 The claimant's Team Leader agreed. The claimant

suggested a meeting on 3 December 2024 and the Team Leader agreed. A Teams call then took place on 3 December 2024 and, following that call, the Team Leader contacted her manager, Ms Griffiths, stating that she wished to discuss the issue of the claimant dropping a Fee Earner. She stated that she wanted to sort the matter out for the claimant. Ms Griffiths then escalated the matter to her line manager, Cheryl Robinson, who suggested that “the four of us have a chat”. In her email, Ms Griffiths stated:

“I think the first step is to establish what Employment support looks like across the whole business and whether a move is the right thing.”

- 56.7 The claimant’s recorded comments in her one-to-one meeting on 18 October 2024, and other comments recorded by Ms Georgiou, suggest that the claimant’s concerns were being listened to and acted upon by the respondent.
- 56.8 My conclusion is that this constitutes direct evidence of the claimant’s concerns being heard and of managers taking steps to address them.
57. Instructing me to carry out a data collection process to evidence my capacity concerns in 2022 which I did and was then ignored and did not result in any meaningful solution.
58. In October 2024, insisting that no action would be taken to support me, despite these historic concerns, unless I conducted same data collection exercise again to evidence my capacity concerns that had previously proved fruitless.
- 58.1 The claimant says that after she raised workload concerns in both 2022 and 2024, the respondent required her to gather and provide evidence to substantiate those concerns. The claimant complied in 2022, but contends that doing so necessarily added to an already excessive workload, which was the very issue she was seeking to address. By 2024, the claimant argues that she was a highly experienced employee with a strong record of performance and positive feedback. Requiring her to repeat the same data-collection exercise, despite there being no material change since 2022 and with no apparent resolution of the issues raised, understandably caused significant frustration and reinforced her perception that her workload concerns were not being effectively addressed.
- 58.2 The competing position from the respondent is that the requests made in June and July 2022, and again in October 2024, for the claimant to collect data about her workload were not breaches of contract, they were reasonable management instructions. Where an employee asserts that they are being asked to do too much, it is reasonable for the employer to seek information about the work being undertaken.

58.3 The respondent contends that these requests demonstrated that it was listening to the claimant's concerns and taking steps to assess whether any genuine workload issue existed

58.4 My conclusion is that the respondent was required to make a judgment on the claimant's request for support. Asking the claimant to carry out data collection in order to assess her workload was a reasonable management instruction in the circumstances. The claimant complied with that request in 2022. Requiring her to provide that information did not amount to a breach of contract. The respondent is correct to submit that, viewed objectively, where an employee asserts that they are being required to undertake an excessive workload, the starting point of any meaningful discussion must be an examination of the work that the employee is currently undertaking. Inevitably, the employee raising the concern will be the primary source of that information.

58.5 The fact that a similar request was made approximately two years earlier does not render it unreasonable to make a similar request in 2024. Time had passed and, as I understand the claimant's case, her position was that by 2024 the nature of her role had changed, with more complex tasks creating workload difficulties, rather than issues arising solely from the volume of work (which had been what was complained of in earlier times). The circumstances were therefore not identical. In those circumstances, there can be no sensible criticism of the respondent seeking updated information. Both requests were reasonable management instructions. They demonstrate that the respondent was listening to the claimant's concerns and taking the necessary first step in assessing whether there was a genuine workload issue and whether the claimant was, in a contractual sense, being required to undertake more work than could reasonably be expected of her.

59. Jo Griffiths purposely leaving me out of a team lunch in December 2024 and seeking to ostracise me from the team.

59.1 The claimant contends that there is an implied obligation upon the employer to provide a working environment that was sufficiently stable and suitable for the claimant to perform her role. The claimant states that she was not provided with reasonable support. This must be considered against the background of discussions involving Ms Griffiths in 2019 and the email exchanges suggesting that additional resources or support were being requested. The claimant also refers to having a salary increase. From this the claimant contends that she was viewed as troublesome. Viewed through that lens, the claimant contends that it explains why Ms Griffiths excluded her from the work lunch. The claimant submits that there is no credible explanation for her exclusion and that the more likely inference is that it was an exclusionary act directed towards her. The claimant's position is that she felt marginalised by the circumstances.

59.2 The respondent submits, first, that it investigated the matter after the event. There was never any legitimate expectation that the claimant would receive an invitation. It was not a work function, it was not a work lunch. Employees are free to socialise outside work with whom they choose. The respondent's case is that Ms Griffiths was entitled to have lunch with whomever she chooses. The lunch was arranged to meet a former colleague. There was nothing improper or untoward about it. The respondent submits that the more unusual suggestion is that there was any expectation of an invitation. In any event, once it became apparent that the claimant was aware of the lunch, she was invited and declined the invitation. The respondent contends that these events are incapable of amounting to a breach of contract and that no proper criticism of the respondent arises from them.

59.3 In my view, the claimant could have had no reasonable expectation, in the context of her employment, that she would be included in the lunch arranged by Ms Griffiths. This was neither a work function nor a quasi-work function from which the claimant's exclusion might reasonably be characterised as segregation or exclusion within the workplace. The claimant could not reasonably have expected to be invited to the lunch. In any event, the invitation that was subsequently extended to her was declined.

59.4 I am not satisfied that this incident provides evidence that the claimant's working environment was adversely affected by the fact that she was not initially invited to lunch. Nor am I satisfied that the claimant suffered any detriment as a consequence of the omission. In those circumstances, I do not consider that this incident is capable of supporting a conclusion that the respondent was in breach of contract.

60. Jo's email on Friday 21 March, in which she provided a brief outline of her findings based on collated data from the time recording system in relation to billing only, and then some points on observations of the mailbox activity over that month.

60.1 The email sent by Ms Griffiths on 21 March 2025 addressed only part of the claimant's workload because the claimant would not provide access to her personal inbox. It is not disputed that she was asked on several occasions to do so but refused. This lack of cooperation was inconsistent with the claimant's reciprocal implied duty of trust and confidence to the respondent. Access to the inbox was reasonably requested, and the claimant's refusal was inconsistent with the position of someone seeking to enable the employer to understand the extent of her workload.

60.2 Viewed objectively, the email was professional and appropriate. It demonstrated that the claimant's second-level manager had invested time in attempting to understand what she perceived to be a recently revived complaint about workload. There was no valid basis for criticism of the request. Providing access would have imposed no

significant burden on the claimant and would have assisted the respondent's enquiries.

60.3 The receipt of the email was not a matter capable of giving rise to complaint that it amounted to a repudiatory breach of contract, nor could it properly constitute a "last straw" contributing to a cumulative breach.

60.4 The claimant also specifically relies on the following points:

60.4.1 The claimant contends that the respondent failed to provide any support or acknowledgement of the stress that she had been raising as a concern over a number of years. In my view, this is a difficult position for the claimant to maintain on the evidence before the Tribunal. The respondent did provide support to the claimant, and her managers took steps to address the concerns that she raised. I do not find that the respondent failed to act in circumstances where it accepted that the claimant required support, nor do I find that it failed to provide the support which it considered she needed.

60.4.2 The difficulty in this case is not that no support was provided. Rather, the claimant's position is that the support provided was not meaningful or sufficient. The claimant's evidence was that what she considered necessary was the allocation of a more junior employee whom she could train and who could assume responsibility for some of her workload. The fact that the respondent did not provide that particular form of support does not mean that it failed to provide support altogether. The evidence demonstrates that the respondent engaged with the claimant's concerns and took steps which it believed were appropriate to address them, even if those steps did not meet the claimant's expectations.

60.4.3 The claimant contends that the respondent sought to blame her for her workload concerns by suggesting that she should have delegated one task to DPC. I do not accept that characterisation of the email dated 21 March 2025. On a fair reading of the email as a whole, it does not seek to attribute responsibility to the claimant for the workload concerns that she had raised. It does not, objectively viewed, amount to criticism of the claimant or an attempt to place blame upon her for the difficulties she was experiencing. Accordingly, I do not consider that this allegation is supported by the contents of the email.

60.4.4 The claimant contends that the email demonstrated that Ms Griffiths did not understand the claimant's role and had no intention of acquiring a proper understanding of it in order to provide appropriate support. However, I do not accept that conclusion. To the extent that any shortcomings in the review process may have resulted in an incomplete appreciation of the claimant's role and

workload, the claimant must bear some responsibility for that outcome.

- 60.4.5 In particular, the claimant did not fully cooperate with the review by refusing to provide the respondent with access to her inbox. Access to that material may have enabled the respondent to undertake a more comprehensive assessment of the claimant's duties, workload and working practices. In those circumstances, it is difficult for the claimant to criticise the review as inadequate when she declined to provide information that might have assisted the respondent in conducting a fuller appraisal of her situation.
- 60.4.6 The claimant contends that the email demonstrates that Ms Griffiths undertook this exercise merely as a means of identifying further reasons to reject her request for support. On the evidence before me, that assertion is not substantiated. The email does not support an inference that the review process was conducted in bad faith or with a predetermined intention to refuse assistance. Rather, it is consistent with an attempt to gather information and assess the claimant's concerns before reaching a decision. I therefore do not accept that the email evidences an intention on the part of Ms Griffiths to continue rejecting the claimant's requests for support irrespective of the merits of those concerns.
- 60.4.7 The claimant contends that the email had a tone which she found belittling and degrading, particularly given that she had been requesting support for a period of approximately three years. However, on a fair and objective reading of the email, I do not consider that it can properly be characterised as belittling or degrading. The language used is professional and directed towards addressing the issues that had been raised. Whilst the claimant may genuinely have perceived the email in that way, the assessment must be an objective one. Viewed objectively, the email does not contain language, criticism, or commentary that would justify describing it as belittling or degrading.
61. The conclusion I have reached is that the claimant was not dismissed. The claimant's resignation was not a constructive dismissal.

Approved by:
Employment Judge Gumbiti-Zimuto
Date: 17 August 2026

Sent to the parties on:
4 September 2026

For the Tribunals Office

Note

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here:

www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/