



EMPLOYMENT TRIBUNALS

Claimant: Mr P Kirby
Respondent: G4S Secure Solutions (UK) Limited

AT A HEARING

Heard at: Leeds **On:** 2018
Before: Employment Judge Lancaster

Representation

Claimant: In person
Respondent: Mr N Sheppard

Judgment having been sent to the parties on 5th March 2019 written reasons are now provided at the request of the Claimant.

REASONS

Under regulation 11 (1) of the Working Time Regulations 1998 a worker is entitled to an uninterrupted rest break of not less than 24 hours in each seven day period in which he works for his employer.

At the discretion of the employer this may be required to be taken as one uninterrupted period of 48 hours in a 14 day period (regulation 11 (2) (b)).

That is what the Respondent did in this case

The Claimant clarified that he has brought this claim believing that because it is described as an “entitlement” he is permitted to waive it and require the Respondent to let him work through his statutory rest break if he wishes.

That is not correct as the employer will in fact be committing a criminal offence if it does not comply with the requirement to afford weekly rest breaks (regulation 29). The Respondent is not therefore contractually obliged to offer work at such times: and even if it were the Claimant could not bring a breach of contract claim before the Tribunal as he remains in employment (article 3 (c) Employment Tribunals Extension of Jurisdiction (England & Wales) Order 1994).

In any event the Claimant was unable to show that there was any refusal to permit him to exercise his right to a rest break. On the contrary he is alleging that the Respondent refused

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to permit him not to exercise his right to a rest break. He cannot therefore bring a complaint within the terms of regulation 30, and the Tribunal has no jurisdiction to entertain this claim.

When the absence of any legal basis for his claim had been briefly discussed and apparently accepted and understood by him, the Claimant was asked if, in the circumstances, he withdrew his claim and he said that he did.

The judgment was accordingly entered as a dismissal by consent upon withdrawal under rules 51 and 52 of the Employment Tribunals Rules of Procedure 2013.

EMPLOYMENT JUDGE LANCASTER

DATE 7th March 2019

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