EMPLOYMENT TRIBUNALS

Claimant: **Mr Kevin Paltridge**
Mr Richard Winter
Mr Thomas Wood
Mr Gerry Clark
and 48 others, as shown in the attached schedule.

Respondent: **Automobile Association Developments Ltd.**

Heard at: **Bristol (by CVP)**
On: **28-31 July 2025**

Before: **Employment Judge Le Grys**

Appearances
For the Claimants: Mr N. Mohammad, counsel
For the Respondent: Mr C. Ludlow, counsel

JUDGMENT

The Tribunal is satisfied that the particulars of employment in each of the Claimants' contracts accurately reflect the agreement that was reached between the parties. The Tribunal accordingly confirms the particulars as included in the statements given by the employer.

The Tribunal does not have jurisdiction to further interpret the terms of the Claimants' contracts.

REASONS

INTRODUCTION

1. By way of two multiple claim forms presented on 21 July 2023 and 4 December 2023 the Claimants brought complaints of breach of contract. On 4 April 2024 the two claims were consolidated, with the claim of breach of contract withdrawn and dismissed by consent and substituted by a claim by way of a reference pursuant to section 11 and 12 of the Employment Rights Act 1996 as to aspects of their terms of employment with the Respondent.

2. The majority of the Claimants are employed by the Respondent as Recovery Patrols, although some left employment during 2023 or 2024. They are said to be employed, or to have been employed, under one of six different terms and conditions. The reference concerns a dispute around the Claimants' terms of employment as to working hours and overtime. In short, they assert that the employment particulars, which it is agreed they were each provided, ought to have included a statement to the effect that any hours worked over and above those specified in the contract, including end of shift overtime, are voluntary.

PRELIMINARY MATTERS

The Claimants

3. The claim was originally brought by 82 Claimants, all of whom were represented by Community Trade Union. Over the course of the proceedings Community was unable to contact or take instructions from 33 Claimants. On 16 September 2024 Employment Judge Lambert issued an Unless Order in respect of these, requiring each to confirm by no later than 25 October 2024 their intention to proceed with their claim.

4. The Tribunal received no response from 30 Claimants. Their claims were accordingly struck out in accordance with the Unless Order.

5. Three Claimants, namely Mr Mark Austin; Mr Jack Clayton; and Mr Andy Houghton, did confirm to the Tribunal that they wished to pursue their claim within the time specified in the Unless Order. They did not, however, attend the final hearing. My clerk was unable to confirm from the Tribunal inbox whether they had been sent the relevant CVP link. I was, however, nevertheless satisfied that it was in the interests of justice to proceed with the hearing in their absence, in accordance with Rule 47 of The Employment Tribunal Procedure Rules 2024, for a number of reasons, including:

    a. The Case Management Order dated 16 September 2024 specifically stated the dates that the hearing would be listed, with there being nothing before me to suggest that the Tribunal had received further correspondence from these Claimants, for example requesting further instructions or a joining link;
    b. The Claimants had not complied with the other directions contained within that Case Management Order, including the need to serve witness statements;
    c. The claims had originally been submitted as part of the joint claim and this, when combined with the lack of any further correspondence or witness statements, gave rise to a reasonable inference that the Claimants only wished to continue with their claim to the extent that they remained part of the group action and did not intend to submit their own individual evidence;
    d. Linked to this, the claims could be fairly considered even in the absence of the Claimants, given that they had not sought to raise

any further issues beyond those already under consideration as part of the group action.

The Lead Claimants

6. At the preliminary hearing on 16 September 2024 the Claimants had identified five of their number to act as lead Claimants. By the time of the final hearing this had become four, with one lead Claimant having been removed and another replaced. The lead Claimants for the final hearing are accordingly as set out in the title of this judgment.

The Respondent's supplementary witness statement

7. The Respondent applied for the Tribunal to admit a late supplementary witness statement from Michael Bedworth dated 23 July 2025. The application was opposed by the Claimants.

8. For the Respondent, Mr Ludlow referred to the change in lead Claimants, and stated that the witness statement had been drafted in order to respond to this, as well as the accompanying disclosure. He submitted that the statement contained information relating to the key issues in the case that would assist the Tribunal in reaching its decision. He highlighted that this statement had been served on 23 July 2025, which remained several days before the hearing, and that it was not especially lengthy. The Claimant would only need to take instructions from the four lead Claimants in order to fairly respond to it, and this could be done during the already timetabled reading time. The Respondent's position was accordingly that the statement could be fairly responded to, and that it was in the interests of justice for it to be admitted.

9. For the Claimants, Mr Mohammad stated that the statement had been served very late and was prejudicial to them as they would not be in a position to fairly respond to it. He argued that it was effectively an ambush, as the Respondent ought to have anticipated the need for any additional disclosure at an earlier stage rather than react to the Claimants' material. He stated that he was not in a position to fairly take instructions during the morning as the witnesses were all in different locations, and he would be rushed in doing so. He argued that the admission of the statement would mean that there was not a level playing field, and that it should therefore not be admitted in accordance with the overriding objective.

10. Having heard from the parties I retired briefly in order to consider the contents of the witness statement. On my return, I stated that I would permit the statement to be admitted in evidence. This was because it directly related to the key matter in issue between the parties and so was of clear relevance. While recognising that some inconvenience would inevitably be caused to the Claimants in needing to respond at a late stage, the Respondent had fairly identified that there had been a material change in the selected lead Claimants from those previously identified at the Preliminary Hearing. I was accordingly satisfied that the late service

was reasonable in the circumstances. Furthermore, while late, it had nevertheless been served in advance of the hearing and there was no explanation as to why the Claimants had not already taken instructions in respect of it, knowing that the hearing was approaching; there was also further time for them to now do so during the timetabled reading time. It was not unusual for instructions to be taken remotely and so I did not accept that this posed an unreasonable barrier for the Claimants to overcome. Balancing all considerations, including the Overriding Objective, I was satisfied that the material was relevant and that the Claimant would have a fair opportunity to respond. Exclusion would prevent the Respondent from properly presenting the full extent of its case, while postponing the hearing to allow the Claimant more time to reply would cause unnecessary additional delay and was clearly not proportionate in circumstances when this could reasonably be done within the current timetable.

11. The statement was accordingly admitted in evidence. On completion of the Tribunal's reading time Mr Mohammad raised additional concerns in respect of the Claimants' understanding of Mr Bedworth's complete evidence, including his first statement, and so it was ultimately agreed that the Tribunal would adjourn for the remainder of day one in order to allow him additional time to take instructions. As such, the Claimants were ultimately afforded the majority of day one to consider the supplementary statement, which they did not subsequently challenge in cross examination.

12. We then began with the Respondent's evidence at the outset of day two, as the parties agreed that it would place the remaining evidence in its proper context if I was to hear this first. For the Claimants, I then heard from Mr Paltridge; Mr Clarke; Mr Winter; and Mr Wood. All of the witnesses were cross examined. I heard closing submissions from both parties, which were accompanied by written arguments.

ISSUES

5. The issues had been identified in the Case Management Order of EJ Lambert dated 16 September 2024 as follows:

Time limits

5.1. Did the Claimants (which the Respondent identified as George Bain and Alan Spooner) submit their claim before the end of the period of three months beginning with the date on which their employment ceased (where it has ceased), taking into account the effect of the "stop the clock" provisions in respect of early conciliation? (Sections 11(4)(a) and 207B ERA).

5.2. If not, was it reasonably practicable for any affected Claimants to submit the claim in time? (Section 11(4)(b) ERA).

5.3. If so, did any affected Claimants submit the claim within such further period as was reasonable (Section 11(4)(b) ERA).

Declaration

5.4. The parties accept that all of the Claimants were provided with a statement which purported to be a statement under Section 1 or 4 of the ERA and a question has arisen as to the particulars which ought to have been included or referred to in the statement so as to comply with the requirements of the ERA, which the Claimants require the question to be referred to the Tribunal and determined. The provision relied upon by the Claimants to pursue this claim is Section 11(2) of the ERA.

5.5. The Tribunal will need to decide whether there are particulars which ought to have been included or referred to in the statements issued by the Respondent to each of the Lead Claimants so as to comply with the requirements of Part I of ERA?

5.6. If so, should the Tribunal confirm, amend or substitute other particulars for them, in accordance with its powers under Section 12(2) of the ERA?

5.7. The Claimants' representative confirmed that the claim is not being advanced under Sections 11(1) or 12(3) of the ERA.

FINDINGS OF FACT

6. I begin by noting that there was relatively little dispute between the parties as to many of the key facts of the case. I have accordingly specified below where there is a material dispute, but otherwise accept the facts as essentially agreed.

7. The Respondent provides services including vehicle breakdown assistance. Each of the Claimants works, or worked, for the Respondent in the capacity of a Recovery Patrol (hereafter simply "*Patrol*"). Their main duties are to attend to and assist customers who have broken down, which can include recovering the customer and their vehicle to a place of safety or a garage.

8. The 24 hour, seven days a week nature of the operation means that staff are required to work varying hours. Furthermore, individual jobs may have differing levels of urgency, for example where a family including young children is stranded on the motorway in poor weather. Jobs are assigned to the Patrols using an automatic dispatch system known as "AAhelp", which allocates work depending on the level of urgency, redirecting Patrols as necessary to ensure that the highest priority cases are dealt with more quickly.

9. There was no particular dispute, and I accordingly accept, that the volume of work can vary throughout the week, with Mr Bedworth, Head of Patrol Operations for the Respondent, stating that Mondays are generally busiest and weekends generally quietest. The volume of work can also vary from month to month. Where a Patrol is not available, the Respondent is required

to outsource the work to third-party providers. Mr Bedworth again gave unchallenged evidence, which I accept, that customer satisfaction results consistently show lower scores where the work is outsourced in this way.

10. There are six different contract types in place for Patrols:

10.1. RSAN, a legacy contract which is not issued to new starters;
10.2. R1, another legacy contract;
10.3. RP1;
10.4. RP2;
10.5. RP3;
10.6. RP4.

11. RP1-4 vary only insomuch as the total number of hours worked, with RP2-4 essentially amounting to part-time contracts. They are otherwise identical and so will be addressed collectively in this decision as the *"RP"* contracts.

12. For the purpose of these proceedings the RSAN contract was the original contract issued to Patrols. This contract was based on annualised hours, stating, inter alia:

> Your total contracted rostered hours (excluding overtime) will be 1885 hours per annum which will be subject to deduction of variable annual leave entitlement hours and statutory holidays.
>
> The Company and its recognised trade union have a collective agreement for an opt out from the ten hour night working limit and for a 26 week reference period. While this agreement is in place, your maximum compulsory working shift will be 11 hours, excluding breaks but including end of shift overtime and rest day overtime. On a voluntary basis you may however work beyond this limit, subject to legal constraints. In line with the above collective agreement when working nights (any shift that includes a period of work between midnight and 0400) this is subject to a maximum of 12 hours working, excluding breaks and periods of availability.

13. The contract additionally refers to "end of shift overtime", stating in respect of this:

> Commitment to work compulsory overtime is recognised within the Flexibility Allowance referred to overleaf subject to the constraints laid down overleaf.
>
> If work is available end of shift overtime is compulsory but there is no requirement on the Company's part to provide you with end of shift overtime.
>
> You must not accept any job in your shift or during compulsory end of shift overtime which will cause you to breach both legislative requirements, including the need for minimum daily and weekly breaks, the maximum working week and maximum daily, weekly or fortnightly driver's hours and while the collective agreement is in place the maximum working night shift.

14. Historically, the rostered hours for Patrols was for a 10.25 hour shift plus a 45 minute unpaid break, which in total made the shift up to 11 hours. However, Mr Bedworth explained that the business found that Patrols were not always needed for a full 11 hour shift, as the customer demand was not always there. A change was accordingly trialled around 2016 or 2017 which involved an 8

hour shift, plus the 45 minute unpaid break, with up to 2.25 hours of flexibility for overtime at the end of the shift. No change was made to the contractual wording.

15. Mr Bedworth further explained how the Respondent considers end of shift overtime to be an essential requirement in order to meet customer demand. Again, the Claimants did not challenge this basic principle, with the witnesses recognising that the nature of the work means that things can change rapidly and some degree of flexibility will accordingly always be required. There was no suggestion, for example, that a Patrol should be permitted to simply abandon a customer at the side of the motorway at the exact time that their shift was due to end.

16. I accordingly find that a requirement to undertake some compulsory end of shift overtime when needed is an agreed practice that has been in place between the employees and employer throughout the time under consideration here.

17. Patrols would also generally work a roster pattern of four days on, four days off. The cyclical nature of this roster pattern could leave the business without adequate Patrol hours on the days it was needed. In particular, it was felt that more Patrols were needed on weekdays, rather than an equal amount throughout the week. The Respondent accordingly attempted to address this by way of the new R1 contract, which introduced a requirement to undertake a certain number of hours of compulsory overtime. This contract is also based on annualised hours, stating, inter alia:

> Your total contracted rostered hours (excluding overtime) will be 1885 hours per annum which will be subject to deduction of variable Holiday Entitlement hours and statutory holidays…. While this agreement is in place, your maximum compulsory working shift will be 10.25 hours, excluding breaks but including end of shift overtime and rest day overtime. On a voluntary basis you may however work beyond this limit, subject to legal constraints. In line with the above collective agreement when working nights (any shift that includes a period of work between midnight and 0400), this is subject to a maximum of 12 hours working, excluding breaks and periods of availability.

18. In respect of contractual overtime, it states:

> You will be required to work up to 300 Contractual Overtime per year. The maximum number of hours that can be allocated in each reference period is pro rata of that, 300 hours (see 'Overtime' for exception). Commitment to work Contractual Overtime is recognised within the Contractual Overtime Allowance referred to under Earnings subject to the constraints laid down under Working Time Regulations.

19. The R1 contract also refers to end of shift overtime, stating:

> If work is available, end of shift overtime is compulsory but there is no requirement on the Company's part to provide you with end of shift overtime.
>
> You must not accept any job in your shift or during compulsory end of shift overtime which will cause you to breach both legislative requirements, including the need for minimum daily and weekly breaks, the maximum working week and maximum daily,

> weekly or fortnightly driver's hours and while the collective agreement is in place the maximum working night shift agreed with the recognised trade union.

20. The Respondent felt, however, that the new contract did not fully resolve the issue. Around 2018, it accordingly changed the shift pattern for all patrols, whether on an RSAN or R1 contract. This moved away from the four on, four off pattern to a 28 day cyclical pattern. The number of shifts in a month for each Patrol accordingly increased, but the base hours for each of those shifts decreased to 8 hours plus the 45 minute unpaid break. As the maximum contractual shift length remained the same, however, end of shift flexibility could now be up to 2.25 hours, in line with the changes previously trialled on the RSAN contract. No change was made to the wording of the contracts, but the accompanying business rules for each contract were updated to reflect the changes.

21. In February 2019 concerns were raised by a Patrol in his capacity as a Union National Secretary, alleging, among other matters, breach of contract and issues with work life balance. This was acknowledged and responded to by the Respondent on 5 April 2019. The Respondent stated that the contractual terms expressly provided for variations to shift durations, and disputed that there had been a custom and practice in place whereby Patrols would be able to finish on time. A concession was made whereby Patrols could now book "Finish on Time" shifts, or "Golden Tickets", with less notice; this is an allowance whereby the Patrol can designate a shift as one where they need to be home on time, and the AAHelp system should accordingly not designate work that would take them beyond their rostered finish time.

22. Following further consultation the Respondent introduced RP contracts in April 2020, which are the contracts that are now issued to all starters. Patrols on RSAN and R1 contracts were invited to voluntarily sign up to the new contractual terms. As of the hearing date, 305 of 414 Patrols are engaged on RP contracts; 56 remain on RSAN contracts, and 53 on R1 contracts.

23. RP contracts also rotate over a 28 day period, with Patrols rostered to work a 9.75 hour day including a 45 minute lunch break. RP patrols can be kept on jobs, however, up to 12 hours, and so the 2.25 hour requirement for end of shift flexibility remains. The contracts state in respect of working hours (example taken from the RP1, full time contract):

> Your contracted hours are an average of 40 per week/2,080 hours per annum.
>
> This will be subject to deduction of annual leave entitlement hours and statutory holiday hours which are calculated and deducted on an hourly basis.
>
> Your start and finish times together with any shift or working hour arrangements will be advised to you by your line manager. The company reserves the right to change these times in accordance with operational requirements subject to appropriate notice being given.

24. The Respondent states that a number of supporting documents are also referred to within the terms and can be accessed by the Patrols at any time via their AALive system or the company intranet. These documents set out

details including the shift patterns and details of end of shift overtime. The Claimants witnesses did not dispute that these documents were available, albeit some stated that they had not seen them; I accordingly accept Mr Bedworth's clear evidence that these documents could be viewed when needed.

25. In early 2023 a collective grievance was raised in which the Patrols stated that they believed that any additional hours over the core 8.75 hour shift were voluntary. An outcome was provided on 28 February 2023 in which the Respondent stated that the grievance did not raise anything that had not already been considered in 2019. On 2 March 2023 the Respondent was asked to reconsider its position in this respect. On 10 March 2023 Caroline Green, Head of Employee Relations, responded in writing to say that the matter had been previously raised and the position remains that flexible end of shift working was a contractual requirement that may vary across the year.

26. It was accepted by the Claimants in oral evidence that their respective contracts did permit the Respondent to require them to work longer shifts, and that they might not always be able to finish on time. For example, Mr Paltridge stated that if he was rostered to work for 11 hours then the terms of his contract would mean that he could not argue with that. When Mr Winter was asked whether he accepted that his contract could require him to work up to 11 hours per shift, he stated *"contractually, yes, I do. But not morally in my opinion.*" The Claimants suggested, however, that the working day had been manipulated by the Respondent in such a way as to increase their contractual hours, by reducing the shift hours but increasing the extent of end of shift flexibility.

27. I therefore find as fact that the agreement between the employee and employer was that shifts could be of a longer duration than is currently rostered, namely up to 11 or 12 hours, in addition to my earlier finding that end of shift overtime is an agreed practice. I accordingly note that the dispute between the parties is essentially not whether the shift could be up to 11 hours, or whether some end of shift overtime should be compulsory, but instead the extent to which any hours worked can be divided between rostered shift hours and end of shift overtime.

28. The Claimants additionally stated that they used to be able to decline end of shift overtime by way of a button in the cab, and that this had now been deactivated. Mr Bedworth disputed that any such button ever existed, and said that the system automatically allocated work when a Patrol was in motion so as to reduce the amount of interaction necessary with the system while driving. I accept as entirely plausible his explanation that the Respondent would design a system so as to avoid the need for Patrols to take their eyes off the road, and do not find that it has been shown that an inability to access such a button is as a result of the Respondent attempting to prevent patrols from refusing overtime, or that any such option that might have once existed has been remove for this reason.

29. Finally, in respect of the impact of the roster changes, Mr Bedworth stated that Mr Paltridge had worked an average of 20 minutes overtime per week over the 12 month period he had reviewed. For Mr Winter, he averaged just under 23 minutes a week overtime. He stated that Mr Wood, who is on an R1 contract, has undertaken such low levels of overtime over the year that he is unlikely to meet his contractual requirement to have undertaken 300 hours, even having taken into account his agreement to a partial selling back of these hours. Finally, Mr Clarke's figures were the highest of all but showed an average of 1 hour 35 minutes overtime across the entire week. Mr Bedworth was not challenged in respect of any of these figures. I do accordingly accept his evidence in this regard and reject the Claimants assertions that they are being forced to work in excess of two additional hours beyond their rostered finish time on almost every shift.

RELEVANT LAW

30. Section 1 of the Employment Rights Act 1996 (the *"ERA 1996"*) imposes a duty on employers to provide workers with a written statement of particulars of employment. Since 6 April 2020, this duty applies to all "workers" (not just employees) and must be fulfilled no later than the beginning of employment (s.1(2)(b)). The statement must include:

30.1. The names of the employer and worker (s.1(3)(a))
30.2. The date when the employment began (s.1(3)(b))
30.3. The date on which the employee's continuous employment began (for employees only) (s.1(3)(c))
30.4. Terms relating to pay, hours, holidays, sick pay, pensions, notice, job title, place of work, probation, training, and collective agreements (s.1(4)).

31. Section 1(4)(c) ERA 1996 in particular states that the particulars shall include:

> any terms and conditions relating to hours of work including any terms and conditions relating to—
> (i) normal working hours,
> (ii) the days of the week the worker is required to work, and
> (iii) whether or not such hours or days may be variable, and if they may be how they vary or how that variation is to be determined.

32. Section 1(2)(a) requires, subject to limited exceptions, these particulars to be included in a single document.

33. Section 4 ERA 1996 requires employers to notify workers in writing of any changes to the particulars within one month of the change (s.4(1), s.4(3)).

34. Where an employer fails to provide a statement, provides an incomplete one, or provides inaccurate particulars, the worker may refer the matter to the Employment Tribunal under section 11 ERA 1996. The Tribunal may:

34.1. Determine what particulars ought to have been included (s.11(1))
34.2. Amend or substitute inaccurate particulars (s.11(2))

34.3. Declare the corrected particulars as having been given by the employer (s.12(1), s.12(2))

35. The Tribunal cannot, however, award compensation under s.11 ERA. Compensation may only be awarded under section 38 Employment Act 2002 where a successful claim is made under a listed jurisdiction (for example unfair dismissal, unlawful deductions).

36. A written statement provided under section 1 ERA 1996 is not, in itself, a contract of employment. It is prima facie evidence of the terms agreed between the parties, but it is not conclusive and may be rebutted by other evidence, including a formal written contract or oral agreement. This principle was established in *System Floors (UK) Ltd v Daniel* [1982] ICR 54 (EAT), where the Tribunal held that the written statement merely reflected the employer's view of the contractual terms and could be challenged.

37. Where a written contract exists, it takes precedence over the statutory statement. In *Robertson v British Gas Corporation* [1983] ICR 351 (CA), the Court of Appeal held that a contractual obligation to pay an incentive bonus, set out in a letter of appointment, could not be overridden by a subsequent written statement referring to a collective agreement that had since been withdrawn. Similarly, in *Lovett v Wigan Metropolitan Borough Council* [2001] EWCA Civ 12, the Court found that a written statement issued after employment had commenced could not vary the terms of a previously agreed contract unless there was clear evidence of mutual agreement to the variation. Mere silence or continued working was insufficient to imply consent to a change, particularly where the term in question had no immediate practical effect.

38. The Tribunal's jurisdiction under sections 11 and 12 ERA is accordingly limited to determining whether the written particulars accurately reflect the terms agreed. It may:

38.1. Amend or substitute inaccurate particulars (s.12(2))
38.2. Determine what particulars ought to have been included (s.11(1))

39. The Tribunal cannot, however, interpret ambiguous terms or resolve disputes over their construction. This was confirmed in *Construction Industry Training Board v Leighton* [1978] ICR 577 (EAT), where the Tribunal was found to have erred in construing a salary term that was open to interpretation. The EAT held that such matters fall within the jurisdiction of the civil courts. In *Southern Cross Healthcare Co Ltd v Perkins* [2011] ICR 285 (CA), the Court of Appeal reiterated that Tribunals must not engage in contractual construction beyond what is necessary to determine whether the written statement reflects the agreement. The Tribunal had erred in construing a clause relating to annual leave entitlement in a way that resolved a substantive contractual dispute.

40. The Tribunal's role is thus declaratory, not interpretative. It may determine what was agreed, but not what the agreement means in law. This distinction

is critical in maintaining the boundary between the Tribunal's statutory jurisdiction and the general law of contract.

41. Where a written statement is silent or vague the Tribunal may imply terms only where necessary to give business efficacy to the contract (*Jones v Associated Tunnelling Co Ltd* [1981] IRLR 477, EAT). It may not "invent" terms in the absence of any express or implied agreement (*Eagland v British Telecommunications plc* [1993] ICR 644, CA).

CONCLUSIONS

42. I begin by dealing briefly with the issue of time limits; it will be noted from the list of issues that this only related to Claimants whose claims were struck out in accordance with the Unless Order. It is accordingly unnecessary for me to engage with this further.

43. The key issue instead relates to the declaration sought by the Claimants that the particulars of employment that they were provided with were not complete. I remind myself in this regard that the ERA requires the particulars to set out whether or not such hours or days may be variable, and if they may be how they vary or how that variation is to be determined.

44. In respect of the RSAN contract, I am satisfied that the written particulars, provided in the form of the contract, meet this statutory requirement. This contract sets out that the shifts will be on a roster that covers 365 days per year, and that these arrangements will vary throughout the year in accordance with operational requirements. It specifies that the maximum compulsory hours in a shift is 11 hours, and confirms that this excludes breaks but includes end of shift overtime. It sets out what end of shift overtime is, and is unambiguous that this is compulsory if it is available.

45. I am additionally satisfied that these particulars accurately reflect the agreement between the parties. There has been no change to the wording of the contract, which accordingly remains as per the time it was first agreed. Mr Paltridge accepted in oral evidence that his shift pattern was contractually variable, and that he could be required to work up to 11 hours per shift. It was not suggested that he has been required to work in excess of this. There had accordingly been no change to his contractual obligations. It was also accepted that the hours of each shift has always been made up of a basic number of rostered hours, with the possibility of additional time at the end of the shift. In this respect end of shift overtime is not, in itself, a new concept, but rather something that has always been an aspect of the working arrangements.

46. I accordingly do not find that the Respondent has unilaterally varied the particulars of employment. There has been no increase in the maximum number of hours that can be worked in the day, nor has end of shift overtime been introduced where it did not previously exist. The dispute between the parties instead ultimately boils down to the division of hours within the working day, and how this is split between rostered hours and end of shift

overtime. In this respect the question is therefore not whether the particulars have changed, but instead whether the Respondent is permitted to make such changes to the working pattern as it has within the terms of that contract. That is fundamentally a question of interpretation, and accordingly would require the Tribunal to undertake an exercise that it does not have jurisdiction to do.

47. I reach similar conclusions in respect of the R1 contract. Again, this sets out that the shifts cover 365 days per year, and are subject to change. It confirms that these shifts can be at any time during the 24 hour day. It provides for a roster to be notified to the Patrol 28 days in advance. It states that 300 hours of contractual overtime are required each year. It confirms a maximum shift length of 10.25 hours excluding breaks but including end of shift overtime. It states that if work is available, end of shift overtime is compulsory.

48. I am again satisfied that these particulars accurately reflect the agreement between the parties as to the terms of this contract. There have been no written amendments to that contract. It was accepted that the shift length could be up to 11 hours, and again there was no dispute that this had always been made up of the basic rostered hours as well as the possibility of end of shift overtime. As with the RSAN contract, therefore, the dispute was fundamentally one as to whether the Respondent was permitted within the terms of that contract to change the ratio of rostered hours to end of shift hours. This is a matter of contractual interpretation which the Tribunal may not undertake.

49. I turn finally to the RP contracts. I acknowledge that these provide less specific detail than the RSAN and R1 contracts. While the Respondent refers to a number of supplementary documents, I remind myself that the particulars are required to be contained within a single document, and so the Respondent cannot ultimately fill any gaps that may exist with the particulars by reference to other documents.

50. On balance I am, however, satisfied that the contracts do provide for the total hours to be worked across the course of the year, and how this averages out per week. They confirm that the start and finish times along with shifts are variable in accordance with operational requirements. They note the manner in which they will be varied, namely that this will be notified via the line manager. In all the circumstances I am satisfied that the contract does, as a standalone document, accordingly comply with the statutory requirements.

51. I am further satisfied that these particulars again reflect the original agreement between the parties as to the terms of the contract, and that these terms have not been varied. The Claimants accepted that they were contractually required to work up to 11 hours in the shift, and that end of shift overtime is a requirement of the role. While Mr Winter believed that such a long shift was not morally right, it is ultimately beyond the remit of this Tribunal to determine that particular question. Again, therefore, the dispute is accordingly not so much whether the particulars accurately recorded the necessary information or what had been agreed between the parties, but

rather how those particulars should be interpreted. In this respect it falls beyond the jurisdiction of the Tribunal to interpret the extent to which the Respondent is permitted to alter the distribution of hours on any working day within the terms of the contract.

52. Overall, therefore, I am satisfied that each of the contracts reflects the agreement that was made between the parties and complies with the statutory requirements in respect of particulars of employment. What the Tribunal is instead effectively being asked to do is resolve a disagreement between the parties as to exactly what each contract means, and how the day should be divided between rostered hours and end of shift overtime. While I do not doubt that the Claimants feel genuinely aggrieved about the changes that have been made, the Tribunal ultimately does not have the power to resolve such a dispute, which remains a matter for the jurisdiction of the County Court.

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Employment Judge Le Grys
1 August 2025

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Judgment sent to the parties on
19 August 2025

_____

Jade Lobb
For the Tribunal Office

Schedule of all Claimants

1. Mark Austin 2. Wayne Barratt 3. Daniel Bazeley 4. Leslie Beasley 5. Anthony Beckett 6. Nick Bellamy 7. Simon Blake 8. Shane Branston 9. Richard Brookes 10. Michael Bullock 11. Richard Carless 12. Laurie Caulton 13. Daniel Cavell 14. Gerry Clarke 15. Jack Clayton 16. Gary Dodd 17. Mark Forkner 18. Darran Gray 19. Andy Houghton 20. Thomas Inglesby 21. Simon Jordan 22. Michael McCabe 23. Colin McMillan 24. Martin Miles 25. Anthony O'Brien 26. Kevin Paltridge	27. John Pegg 28. Richard Perry 29. Phillip Reader 30. Robert Ridgeon 31. Lee Roberts 32. Karl Rowe 33. Ravi Ruparelia 34. Steve Saxton 35. Michal Senski 36. Robin Sheridan 37. Sebastian Sidlo 38. Anthony Simmons 39. Nicholas Smith 40. Anthony Smith 41. Jon Stewart 42. Gordon Strachan 43. Katy Taylor 44. Jagir Virdee 45. Gareth Walker 46. Anthony Whyte 47. Ian Wilkins 48. Alex Wilkinson 49. Richard Winter 50. Wesley Wood 51. Thomas Wood 52. Lee Yates