



hours were 40 hours per week up to a maximum of 48 hours extra on occasion. I accept the Claimant's evidence that he routinely worked 65 to 70 hour weeks and I accept his calculation that over the last 6 months of his employment he worked at least 250 hours over his contractual maximum. The rate at which he would be paid overtime is not specified in the contract so I apply a quantum meruit figure of £15 gross per hour (which is what the Claimant told me is the going rate for a senior chef). The Claimant is due £15 x £250 in this regard = £3750 gross

9. The contract provided that the holiday year ran from 1<sup>st</sup> April each year and that the Claimant was entitled to 26 days paid holiday in addition to public holidays. There are 8 public holidays per year so in total the Claimant was entitled to 34 days holiday per year. By 7/2/20 the Claimant had worked 10 months so he had accrued an entitlement to 28 days. He told me that he took 9 days holiday including 2 days over Christmas. Hence on termination he was due compensation for 19 days untaken holiday. The gross daily pay was £150 so the total due in this regard is £2850.

The judgment sum is calculated

(i)	Balance of January pay slip	£5200
(ii)	February pay	£900
(iii)	Extra hours	£3750
(iv)	Holiday pay	<u>£2850</u>

Total **£12700**

Item (i) is net of tax and (ii) to (iv) gross of tax. On receipt the Claimant must account to the Inland Revenue for any tax due of these gross sums.

J S Burns Employment Judge

London Central

20/11/2020

For Secretary of the Tribunals

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date sent to the Parties – 20/11/2020