



EMPLOYMENT TRIBUNALS

Claimant: Ms T Wedin

Respondent: Mira Foods International (UK) Limited

Heard at: London Central by video (CVP)

On: 26 April 2023

Before: Employment Judge E Burns (sitting alone)

Appearances:

For the Claimant: Represented herself

For the Respondent: Did not appear

RESERVED JUDGMENT

The Tribunal orders the Respondent to pay **£1646.20 (gross)** to the Claimant by **10 May 2023** less any tax and NI due on this sum, for which it should account to HMRC.

REASONS

- (1) The Claimant was employed by the Respondent between 17 October and 1 December 2022 under a contract of employment that contained the following terms:
 - (a) she would be paid an hourly rate of £12 per hour;
 - (b) she would in addition receive a service charge per hours on top of the hourly rate. The exact amount would depend on how busy the Respondent was; and
 - (c) she would be entitled to 28 days holiday each year.
- (2) The Claimant worked for only 5 out of the 7 weeks that she was employed, because she was sick for 2 weeks. During those five weeks, according to her play slips she worked a total of 277.15 hours. This works out as an average of 55.43 hours per week which rounds up to 56 hours per week. This gave her an average weekly pay of £672.

- (3) The Claimant was paid her hourly rate, but not the service charge and not in lieu of any holiday on termination.
- (4) I calculated that the Claimant accrued 4 days holiday during the course of her employment entitling her to payment of £537.60.
- (5) The Claimant was told that the service charge would amount to between £3 and £5 on top of her hourly rate. I took the mean of these amounts, £4 per hour and calculated the total due to her on that basis. This came to £1108.60.

Employment Judge E Burns
26 April 2023

Sent to the parties on:

26/04/2023

For the Tribunals Office