



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr E J Inokoba & Ors

**Respondent:** Mitie Limited

**Heard at:** London South **on:** 19 March 2025

**Before:** Employment Judge Atkins (sitting alone)

## Representation

**Claimant:** Mr Inokoba, First Claimant, on behalf of all Claimants

**Respondent:** Did not appear and was not represented

# JUDGMENT

The judgment of the Employment Tribunal is as follows:

1. The claims in respect of breach of contracts and unauthorised deductions from wages are well founded and succeeds.
2. The Respondent must pay:
  - (1) the First Claimant (Mr Inokoba) the gross sum of £522.39.
  - (2) the Second Claimant (Ms Rhoden) the gross sum of £469.64.
  - (3) the Third Claimant (Ms Owalabi) the gross sum of £306.96.
  - (4) the Fourth Claimant (Ms Bent) the gross sum of £189.54.
  - (5) the Fifth Claimant (Mr Kubica) the gross sum of £475.71.
  - (6) the Sixth Claimant (Mr Burrell) the gross sum of £464.44.
  - (7) the Seventh Claimant (Mr Fielding) the gross sum of £289.39.
  - (8) the Eighth Claimant (Mr Pacheco) the gross sum of £269.38.
  - (9) the Ninth Claimant (Ms Veereragoo) the gross sum of £404.21.
  - (10) the Tenth Claimant (Ms Gorman) the gross sum of £451.59.
  - (11) the Eleventh Claimant (Ms Lily) the gross sum of £382.08.
  - (12) the Twelfth Claimant (Mr Brown) the gross sum of £194.39.
  - (13) the Thirteenth Claimant (Mr Dwum) the gross sum of £263.09.
  - (14) the Fifteenth Claimant (Mr Olieze) the gross sum of £207.80.
  - (15) the Sixteenth Claimant (Mr Ojo) the gross sum of £404.12.
  - (16) the Twentieth Claimant (Ms Miekle) the gross sum of £211.75.
  - (17) the Twenty-First Claimant (Mr Hyderkan) the gross sum of £440.33.
  - (18) the Twenty-Second Claimant (Ms Encarnacao) the gross sum of £269.44.
  - (19) the Twenty-Third Claimant (Ms Fadeke) the gross sum of £588.78.
  - (20) the Twenty-Fourth Claimant (Ms Adeji) the gross sum of £504.54.

- (21) the Twenty-Fifth Claimant (Ms Osbourne) the gross sum of £286.17;  
and  
(22) the Twenty-Sixth Claimant (Mr Hamed) the gross sum of £353.56.

## **REASONS**

1. This is a claim for breach of contract and unauthorised deductions from payments that were contractually due to them.
2. The Claimants say that a 5.5% uplift was applied to their pay and backdated to 1 April 2024. That backdated pay was paid by the Respondent to the Claimants on 11 November 2024.
3. The Claimants say that the backdated payment fell short because it was calculated on basic pay only. The uplift was not added to
  - (a) Holiday pay
  - (b) Sick pay
  - (c) Overtime pays.
  - (d) Pay under the HCAS agreement (Mr Inokoba confirmed that this payment was also due under contract).
4. Mr Inokoba provided the tribunal with a schedule of loss which shows (1) the amount earned by each Claimant over the relevant period (April to October 2024), (2) the amount of the 5.5% uplift calculated against this sum, (3) the amounts actually paid to each Claimant on 11 November 2024, and (4) the shortfall in respect of each Claimant. Mr Inokoba confirmed that this was the whole of the sums the Claimants sought to recover by this claim.
5. I pause to note that three Claimants (The Fourteenth Claimant, Mr Ladumykan, the Seventeenth Claimant, Mr Amoah, the Eighteenth Claimant, Ms Koulia, and the Nineteenth Claimant, Ms Sea) have not included any figures on this Schedule of Loss. I was satisfied that they had the opportunity to do so had they wished. I accordingly conclude that they do not seek any compensation.
6. The Claimants brought this claim on 19 November 2024. The ET1 was sent to the Respondent on 21 November 2024. On the same date a notice of this hearing was sent to the Respondent. I am satisfied that they were properly served.
7. The Respondent has not filed an ET3. They did not appear at the hearing. They have not engaged with the claim at all. I considered that they had been offered a fair opportunity to attend the hearing and/or put forward any defence that they wished to make. In these circumstances, I was content to proceed with the hearing.
8. It follows that the Respondent has not disputed:
  - (a) that the 5.5% uplift was due to be paid on all aspects of pay rather than just the basic pay.

- (b) that this was an obligation due under the Claimants' contracts of employment.
  - (c) that the payments made on 11 November 2024 did not account for the full amount that was due to be paid to the Claimants; or
  - (d) that the Claimants have correctly calculated the sums that are now due.
9. The Claimants have made their claims to the Tribunal and provided information to show on what basis they are made and what sums are due. As the Respondent has not disputed the claims brought by the Claimants, the claims succeed.

Employment Judge Atkins  
19 March 2025

JUDGMENT SENT TO THE PARTIES ON  
25 March 2025

FOR THE TRIBUNAL OFFICE

P Wing

Note

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

Public access to Employment Tribunal Judgments

All judgments and written reasons for the judgments are published online shortly after a copy has been sent to the Claimant(s) and Respondent(s) in a case. They can be found at: [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions).