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# PCS makes a difference in the transfer of employment process

Hundreds of PCS members employed on contracts run by the Government Property Agency (GPA) have recently been transferred to new employers under TUPE.

The new contracts have been let regionally and split into three service lines: hard FM, soft FM and security. Your new employer will either be G4S, ISS, OCS or Mitie depending on your location and service line.

While UK law is designed to protect the pay, terms and conditions in an employee's contract when transferring to a new employer, the reality is, employers often use the transfer of employment process to force through contract changes without your agreement.

This transfer is no different. But where PCS representatives have been part of the consultation, they have achieved significant wins.

Firstly, if you are employed on a GPA contract, it is written into the contract that the minimum you will be paid is the Living Wage Foundation's real Living Wage.

These are:

- 2022-23 - £10.90 per hour or £11.95 in London
- 2023-24 - £12 per hour or £13.15 in London

PCS members previously working on GPA-run contracts will be used to being paid the real Living Wage as a minimum. However, for the hundreds of staff transferring to a GPA-run contract for the first time this will mean a significant pay increase.

Where members are covered by PCS trade union recognition, such as some of the old Mitie Affiliate Cluster contracts, PCS members and representatives have made a real difference in the consultation by working with employee representatives. By campaigning they stopped proposed OCS redundancies at the East Kilbride

site. After the transfer, they reached an agreement with OCS to stop staff suffering hardship before Christmas as a result of their pay date being changed without agreement.

Some staff transferring to ISS are facing similar hardship due to an unagreed change to their pay frequency from monthly to bi-weekly. It remains unclear why ISS are allowing some staff to retain their contractual, monthly pay frequency but not allowing this for catering and cleaning staff. PCS members are continuing to campaign against this. They are demanding either for their monthly pay date to remain the same or to receive financial compensation to buy out their contractual pay date. **You can support them to win by [signing the online petition](#).**

### **TUPE - Know your rights!**

An employer cannot unilaterally vary the terms of your employment contract. Any variation needs to be mutually agreed.

Any changes to a contract of employment which is made solely or principally because of a TUPE transfer is void unless it is for an economic, technical or organisational reason entailing changes in the workforce and it is either agreed between the parties or permitted by the terms of the contract.

If an employer unilaterally imposes new contractual terms, you can potentially bring a claim for breach of contract.

If you wish to do this:

1. You need to make it clear in writing to your employer, that you are working under protest and that you expressly reserve their rights to bring legal claims to enforce your contractual rights.
2. Obtain legal advice from PCS on taking a claim by emailing details of your circumstances, along with a copy of your contract of employment to [outsourcedworkers@pcs.org.uk](mailto:outsourcedworkers@pcs.org.uk)