

A landmark workers' rights case has been filed against the University of London



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The Independent Workers Union of Great Britain (IWGB) has filed a landmark test case with the Central Arbitration Committee (CAC) against the University of London (the University). The case concerns a group of 75 outsourced workers including security guards, porters, post room staff, and receptionists employed by Cordant Security, a facilities management company.

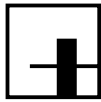
The University currently recognises two trade unions (UCU and Unison) and collectively bargains employment terms and conditions for University employees with them. As part of their campaign to end precarious contracts the IWGB submitted a request to the University for recognition as the Union representing the outsourced workers. The University, not surprisingly, refused this request. The University explained that the outsourced workers are not employed by the University, and secondly that the concept of joint employment, which was being pushed by IWGB, is not recognised under the relevant legislation. In the UK, workers can only collectively bargain with their direct employer and the concept of joint employment has not yet been recognised for this purpose.

IWGB have subsequently applied to the CAC for union recognition. They are arguing that the outsourced workers should be entitled to collectively bargain on matters such as pay and conditions directly with the University, who they claim are the de facto employer. The President of IWGB is a porter at the University and he has said “all outsourced workers know that ultimately they are working for the University of London, now it is time for

the law to acknowledge that”. IWGB have stated that it is the University who “calls the shots” on pay and terms and conditions for the outsourced workers and that for the collective bargaining to mean anything the workers should be able to “negotiate directly with the university, not the glorified middle man.” IWGB’s position is that denying the workers the right to direct negotiation with their ultimate paymasters, the University, is a breach of Article 11 of the European Convention on Human Rights – the right to freedom of assembly and association, including the right to form trade unions.

The IWGB was also in the news recently as the Union behind the application to the CAC regarding union recognition in respect of Deliveroo riders in North London. The application for statutory recognition in the Deliveroo case failed as the CAC found that the riders were not defined as ‘workers’.

In the case against the University of London, IWGB are backed by the Good Law Project, a politically motivated not for profit organisation which uses litigation to drive legal change.



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For IWGB to succeed the CAC would need to accept that it is necessary for the outsourced workers to have direct collective bargaining with the University, therefore establishing that the concept of joint employment is implied in the outsourced workers contracts of employment. This would mark a significant change in employment law as numerous cases concerning agency workers (who are in a not dissimilar position) have previously rejected the argument that a contract of employment should be implied between an agency worker and the end user of the services.

The CAC is not an employment tribunal so its role is to arbitrate on cases concerning the statutory recognition

of trade unions. Any decision would be restricted to a determination of whether the IWGB can collectively bargain with the University. However, if IWGB persuade the CAC on the joint employment point, then this case could have a huge impact on outsourced workers, of which there are around 3.3 million in the UK. It could open the floodgates for outsourced workers seeking the right to collectively bargain with the organisation which contracts for their services as well as their direct employer. The establishment of joint employment in this context could also remove many of the benefits of outsourcing services as organisations may become exposed to employee liabilities which can currently be avoided via outsourcing arrangements.

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