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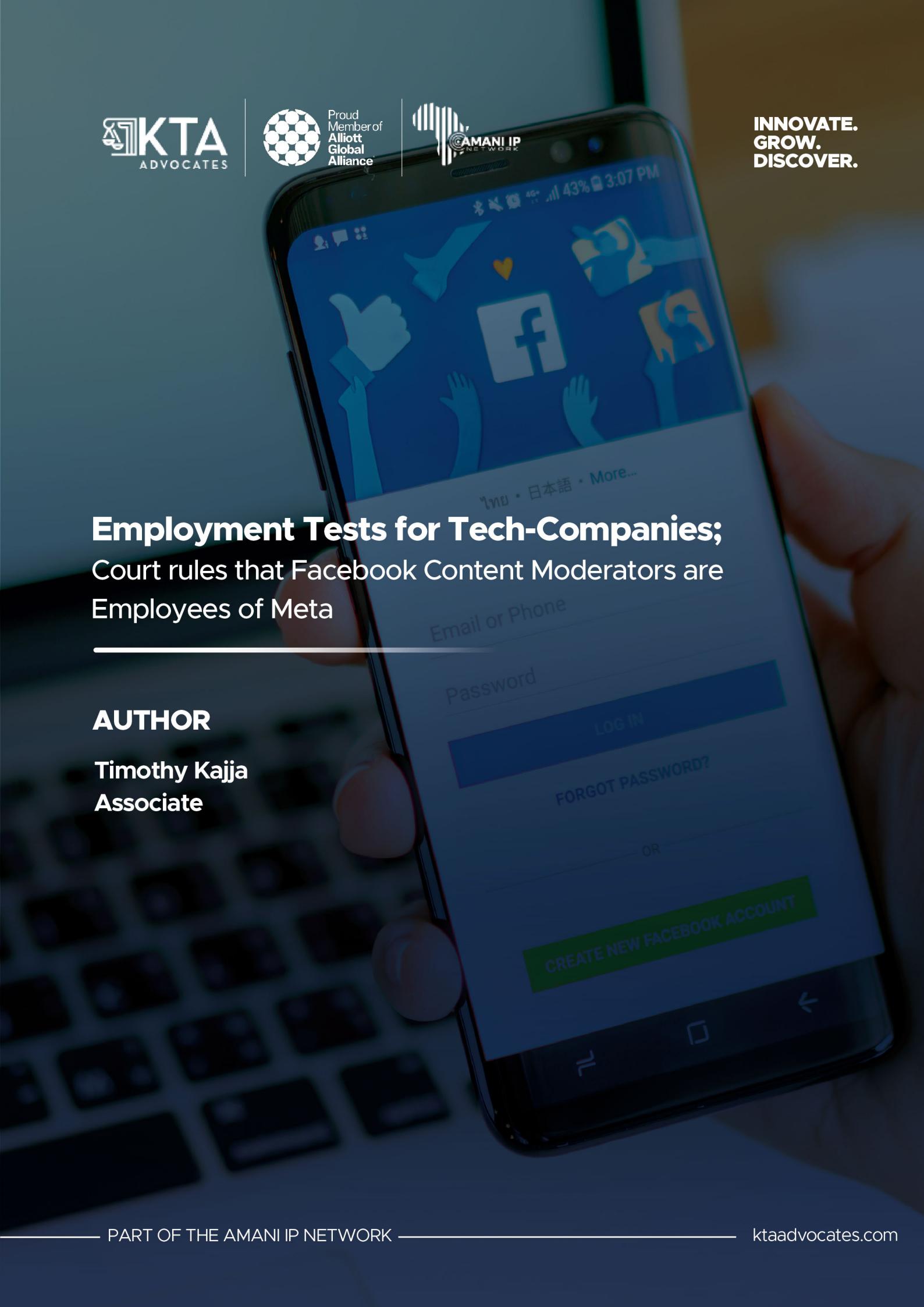

Employment Tests for Tech-Companies;

Court rules that Facebook Content Moderators are Employees of Meta

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Introduction

This is a three-part article that analyses the employer-employer relationship with special focus on tech companies. Part one gives a general company as to how employment in tech-companies orbits around jurisdictions across the globe. The second part analyses a case that has added a new frontier in the demarcation of employee status in tech companies. The final part revisits the traditional and novel test employed in determining the status of workers.

Part one

As economies across the globe continue to scorch and send multitudes below the poverty line, quite a number only toil to secure that job and sigh off. On the other hand, employers focus on securing the most efficient and affordable labour force structures. The cost of maintaining human resource is one of the iconic issues that employees look at in an effort to keep the cost of doing business as low as possible.

Besides the salary, employee costs are underscored by paying taxes, social security contributions, employment benefits such as meals and paid leave, etc. Even where an employer is to part ways with an employee, that comes with terminal benefits that may go as high as tripling the salary payable, paying the value of the remainder of the term of employment, etc.

Technology-based companies are some of the biggest employers globally. At the end of the year 2022, twelve out of twenty of the world's biggest companies were substantially tech-reliant[1] with Amazon coming in at number 20 with approximately 1.6 million employees.[2] The fact that many of these companies are multinational corporations, operating in numerous legal regimes makes the employment matrix even more complex.

Many commentators and jurists have concluded that the COVID-19 pandemic was a blessing in disguise for technology companies. The pandemic-related restrictions meant that the many things that were previously being done physically such as holding meetings, had to be online and technology was the cross-over bridge that converted multitudes.

The high demand for tech services and products sent tech-companies into a hiring spree at the height of the pandemic. But as the virus started to vanish, so did the rocketing demand for tech products and services. This meant that many of the employees of the tech companies became redundant and costly to sustain.
What has since followed is mass/collective terminations of employment in the tech sector. Alphabet has fired at least 12,000 employees; 18,000 let-offs by Amazon; Meta has seen off 11,000 employees; at least 4,000 contracts at Elon Musk's Twitter have been terminated; Microsoft has parted ways with a minimum of 10,000 employees; We may need more than an entire book chapter on this alone!

1 Haqqi, T., 20 Biggest Companies in the world by employees, Finance Yahoo, October, 2022.
2 Insider Monkey, 5 Biggest Companies in the World by Employees, 28th October, 2022, accessible at https://www.insidermonkey.com/blog/5-biggest -companies-in-the-world-by-employees-1070722/4 accessed on 11/06/2023

This employee-trimming trajectory has posed several legal questions as to the employment status of the many people who work in the tech space. The ultimate target for employers is to have as many people as possible classified as independent contractors, with no strings attached. While the dream for many workers is to qualify as employees who enjoy the protection of the employment laws.

Basing on the current legal regime in Uganda, **a worker** is defined as one who performs work, regularly or temporarily for an employer and includes a public officer.[3]

An **Employee** is defined as a person who has entered into a contract of service or apprenticeship as defined under law, and includes a person who is employed by or for the government of Uganda but excluding those serving in the Uganda Defence Forces.[4]

An **Employer** is defined as any person, persons, or corporation, any unincorporated organization, or partnership, for whom an employee works or has worked, or normally worked or sought to work under a contract of service and includes heirs, successors, assignees and transferors of any person for whom the employee works, has worked or normally works.[5]

Hon. Lady Justice Irene Mulyagonja Kakooza,[6] as she then was defined an independent contractor as one who is entrusted to undertake a specific project but who is left free to do the assigned work and to choose the method for accomplishing it.

The nature of the relationship between an employer and a worker is contractual. It is

Hon. Lady Justice Irene Mulyagonja Kakooza
fomer Inspector General of Government (IGG)

these contracts that brake down workers into two classes. Those under a contract of service are classified as employees while those under a contract for services are independent contractors.

A **contract of service** is defined as any contract, whether oral or in writing, whether express or implied, where a person agrees, in return for remuneration, to work for an employee and includes a contract for apprenticeship.[7] **MacKenna J**[8] emphasizes such a contract must entail a remuneration, or wage, the employee must agree to be subjected to control and other provisions consistent with a contract of service

There are three major reasons that render the classification of workers vital to the workers, businesses and the general public.

1. **Protection of workers**.

   During its 95th session (2006), **the International Labour** Conference adopted the **Employment**

3 Occupational Safety and Health Act, 2006.
4 Section 2, Employment Act, 2006. Section 2, The Labour Unions Act, 2006.
5 ibid
6 Meera Investments Limited V Andreas Wipfler P/A and Wipfler Designers Co. Ltd. HCMA No. 0167 of 2009.
7 The Employment Act, 2006. Section 2
8 Ready Mixed concrete (South East) LTD V Minister of Pensions and National Assurance . [1968] Q.B 497

Relationship Recommendation number 198 of 2006, which geared towards the protection of workers. Such protection is evident in Uganda under the **Workers Compensation Act Cap 225** for example insurance cover for injuries sustained in the course of duty. But such protection is exclusively for the employees as opposed to independent contractors who are deemed to be self-employed.

2. The doctrine of vicarious liability.

The law on vicarious liability as expounded in **Namwandu V Attorney General**[9] is that an employer is vicariously liable for the actions of the employee that he or she occasions while on official employment duties. But as for independent contractors, they are personally legally liable for their unlawful actions or omissions.

3. Revenues.

Across the globe, employers and employees pay different taxes by virtue of their employment status. For example, in Uganda,[10] all employees ought to pay taxes basing on how much they earn. The dilemma is highlighted in the case of **International Bible Students Association V Uganda Revenue Authority.**[11] Thus classifying an employee as not dents the national cake. Seen another way, classifying a worker as an employee yet she or he is not one would be an injustice as she/he would pay taxes he/she need not. And if the injury is subjected to employers, it would foil business and economic development. Albeit as it may, classifying workers has never been a walkover. Some countries such as **Tanzania,** have a legal presumption that every worker is an employee and the burden to disprove the presumption lies on the employer.[12] While in other countries such as **Malawi** and **France**, the government can declare a certain category of workers as employees. For example, in Morocco,[13] classifies home workers as employees. But even in such countries, the legal scales that classify employees, distinct from independent contractors are not conclusive.

In **Meera Investment Limited V Andreas Wipfler P/A and Wipfler Designers Co. Ltd. HCMA No. 0167 of 2009,** the judge opined that determining
whether one is under a contract of service or one for service is a matter of fact and not merely of law. It is these facts that fed into the different tests to determine if one is an employee or independent contractor.

The traditional tests used to determine the status of a worker include the control test, integrated test and the multiple test. The changing face of employment has birthed newer tests that include the entrepreneurial test, parties own characterization, mutual obligations test, the ABC test, and the employer suffer test. These tests are explained in the third part of this text.[14]

9 [1972] EA 108
10 Section 18 of the Income Tax Act
11 HCT-00-CV-CS-0209 OF 2008

12 Employment and Labour Relations Act, 2004 Section 15 (1) (7) (of Tanzania)
13 Section 8 of the Labour Code Morocco.
14 Readers that are not familiar with these tests are advised to first read part three of this text before heading to part two while those who are comftable wit the test may directly proceed with part two.

But even recent decisions such as one reached by the United Kingdom supreme court[15] acknowledge the fact that neither of the tests, can solely, or in strict combinations soundly guide to determining who is an employee and who is not, thus a suitable combination of the tests is preferred, with the facts of the case at hand, in mind.

Part Two

Kiana Monique Arendse and 43 others Vs Meta Platform, Inc and 11 others[16]

This part analyses the Kiana Monique case and how it has impacted the human resource structuring in the tech-employment space.

In the case, the applicants filled a matter in the Employment and Labour Relations of Kenya seeking an interim injunction restraining the respondents from implementing redundancy notices that were in effect terminating the employment contracts of the petitioners.

Facts

The applicants were contracted by third parties to work as content moderators on Facebook (Meta). The respondents later issued two redundancy notices that would in effect leave the applicants jobless. The petitioners were later issued with personal letters terminating their employment contracts.

The respondents also started the process of recruiting persons to replace the then laid-off content regulators with the applicants excluded from the exercise.

Averments

The petitioners argued that the redundancy was unlawful because there was no genuine or justifiable reason for the redundancy. No redundancy was regularly issued in line with the employment laws, and that the terminal benefits plans were not fairly structured.

They also claimed that their work environment was toxic and dangerous causing extensive harm to their mental health and psychological disorders. And that the employers often retaliated against the moderators who stood up for their employment rights.

15 Pimlico Plumbers Ltd and Anor V Smith [2018] UKSC 29.
16 Constitutional Petition No E052 of 2030

The case highlighted the fact that the moderators' role which involved them to identify and disable or insert user guide cushions exposes the moderators to volumes of human-unworthy content including nudity and sensitive content that an average person may not wish to consume. As they (content moderators) sieve such data out, they expose themselves to.

The respondents argued that they were foreign companies and not residents or trading in the Court's jurisdiction. They added that Facebook did not employ the petitioners and only have contractual relations with the third-party company that recruited and paid them.
They further argued that Meta is only subject to the laws of the jurisdiction in which it is domiciled and not Kenyan law. And that they had the prerogative to handle their affairs without the interference of the Court.

Court's Findings

The Court inter alia held that as long as the employer provides remuneration, it doesn't matter that the monies are not paid directly but through a third party or through any other arrangements. Such arrangements do not undress the final beneficiaries of legal protection as employees.

The main pillars in the determination of employment status are the employer's obligation to provide work, remuneration, control and the employee's obligation to perform the work.

Court found that the work that was being done belonged to Facebook, although it was being done through third parties with the aid of digital resources and workspaces (the SRT system) designed by Facebook.
The Court further found that the work was in line with Facebook's operational and policy requirements. Facebook also provided digital tools that the moderators used to do the work.

Based on the above, the Court found that even though Meta used third parties in recruiting and contracting employees, it is was the principal employer of the content moderators. The third parties were merely agents of the Meta

The Court also held that it did not have the powers to direct Meta on its employment of the recruitment process but it nonetheless has to respect its legal obligations as the principal employer of the content moderators.

The above notwithstanding, Meta or any other employers have the right to contract off their employment liabilities to a third party with the legal capacity to absorb such liability. Where that happens, then the employer had the burden to disclose and prove that such contractual arrangements exist within the confines of the law, especially the law on employment and the law of contract, as was evident in **Opige and others V Ballore Africa Logistics (K) Ltd and another.**[17]

17 Cause 965 of 2016 [2022]

The Effect(s)

The case underscores the position that a company need not have a physical presence in a jurisdiction before it can be bound by the laws of such jurisdictions(s) as long an entity's service offerings or operations extend to a given jurisdiction, such an entity, to the best of its abilities, and as far as the law in such jurisdiction demands, has a duty to abide by the laws in such Jurisdiction.

To this end, multinationals ought to engage local law firms to assist in the localization of the company policies and modes of operations or codes of conduct in jurisdictions where they have either physical or digital presence, or both.

The case also makes it evident that although multinationals may de-risk their operations in multiple jurisdictions by using third parties, they need proper contracts that are in harmony with the contract and employment laws. The blanket cushioning of liability through third parties does not suffice.

At KTA Advocates, we have ample knowledge and experience in helping multinationals domesticate or localize their status and operation in Uganda while aligning with international best practices and laws of the jurisdiction in which an entity is domiciled.

We also assist multinationals in drafting proper documentation with third parties that not only insulate multinationals from domestic liabilities but also abide by the laws of the land and international best practices.

Part Three

The final part of this text analyses the basic and modern tests that are used to assess whether one is an employee or a contractor.

The Control Test

The control test is a qualitative test that supposes that if the employer has the power to dictate on what is to be done, how it is to be done, the means of doing it, the time and place of doing the work, then the worker directed to do the work is an employee. But where the alleged employer only determines what is to be done and not how it is to be done, then the worker is an independent contractor, not an employee.[18]

For an independent contractor his or her works are product or result based. For example, where a university contracts a construction company to erect a building, the university can hardly go ahead to determine who does the physical building, how is the concrete mixed, when the building is fit for entry among others. During the actual execution of the work she/he (independent contractor)

18 Mercey Docks and Harbour Board V Coggins Grifths and Anorther

is not under any direction, control or order of the one for whom the work is being done for. The independent contractor may thus use his discretion in anything things not specified by the employer.[19]

The control test seems ideal for some categories of workers such as domestic workers who in a Ugandan setting, the masters may go as far as determining what they will eat, how it should be cooked, when it is to be served, where it is to be served and henceforth, thus making it easy to classify them as those under a contract of services. But the same may not be true for many highly skilled jobs where the employee can hardly have sufficient knowledge of how the work is done. Persons performing such jobs are employees but would be categorized as self-employed by this test hence its limitation.

In certain instances, the master may have the power to control, but elects not to exercise such powers. This may be as a result of the overtime trust between the employer and employee, inefficiency of the employer, et cetera. Such circumstances alone do not affect the position of an employee.[20]

Control may as well be limited to an extent. This is common in highly technical works that involve highly skilled workers. For example, employees of energy companies that maintain the pressure and temperatures of gas plants. This adds weight to the criticisms against the test that it is designed for manual as opposed to professional employees thus highlighting loopholes in the test. But limited control in such circumstances doesn't necessarily indicate that the worker is an independent contractor.[21]

Control of assistants

There are certain working positions where assistants are attached. For example, a lecturer and a tutorial assistant, a researcher and a research assistant. In such circumstances, where the company goes ahead to hire, supervise, pay, and exert similar control as indicated above, then the worker to whom the assistant(s) are(is) attached is an employee. But if such control is circumstanced by the worker, then she/he (worker) is an independent contractor.
The test (Control) attracted criticism early on, to have outlived its applicability. The basic argument is that back then businesses or production could be run through a family for generations, so the owing family was in position to comfortably dictate proceedings. But in this ever growing modern age where knowledge is imparted through institutions, investors have the freedom to invest in any field, the test can only trudge to its legal extinction. Nonetheless, the emphasis placed on control has been only reduced or curtailed, but not abandoned.[22]

Integrated Test

In describing the test, **Lord Denning LJ**[23] opined that under a contract of service, a man is employed as part of the business, and his work is done as an integral part of the business, whereas, under a contract for services, his work, although done for the business, is one not integrated into it (business) but is only accessory to it. It puts into consideration the importance of the worker's work to the business. The degree of integration of the role played by the worker and the business of the employer

19 Rights Performing Society Ltd v Mitchell & Booker
20 Argent –vs- Minister of Social Security & Anor (1968) 1 WLR 1749
21 Viscount Simmonds in Mersey Docks & Harbour Board v. Coggins & Griffiths Ltd [1947] AC 1, 12
22 Argent –vs- Minister of Social Security & Anor (1968) 1 WLR 1749,
23 Stevenson Jordan & Harrison Ltd v McDonald & Evans [1952] 1T.L.R 101

ought to have a material connection of a substantial degree.[24] For example, in **Cassidy v Ministry of Health**,[25] the Court found the role of a surgeon to be an integral part of a hospital business.

The test has attracted criticism, notably from **McKenna J**[26] who found its use to be particularly problematic in situations of subcontracting or temporary agency labour, where the organisational boundaries are often blurred. The test equally prejudices low positioned but vital workers such as janitors in large organizations whose importance can better be felt in their absence, when the chain of production breaks down or even expose the big corporations to statutory breaches.

Multiple Test.

Due to the fact that classification disputes grossly differ, it's hard to find the "one fits all" test thus the modern approach has been to adopt a multiple test, with a scale that measures all the factors for and against the existence of a contract of employment to decide whether a worker is an employee or independent contractor [27]. Control and integration are taken into account, as is the power to suspend and dismiss, and pensions; but no one factor is decisive.

In analyzing the test, **McKenna J**[28] held that there were three conditions necessary to establish that a contract of service existed: firstly, the employee agrees to provide his work and skill; there must be some element of control exercised by the employer; and that other terms of the contract must not be inconsistent with the existence of a contract of employment, for one to be declared an employee.

The application of a spectrum of tests betters the probability of getting to the right answer, on a balance of probabilities. But seen another way, it also leaves room for contaminating the suitable tests with the inapplicable ones thus drifting court further from the truth and just conclusion.

The Entrepreneurial test / Enterprise.

The focus here is on five major pillars;[29] supply of equipment, hiring of helper(s), the extent of financial risk, the opportunity to make a profit and responsibility of investment. Below is an elaboration.

Supply of equipment

Where the employee supplies equipment for the job, then the worker is an employee. Where the reverse is true, then chances are that the worker is an independent contractor.

This line of thought fits industrial settings where ordinary workers just come on site, find the safety gears, and the machines to be run. But in this industrial age, financial advisers (commonly but not always) advise companies to invest more in areas of their businesses that commonly call for high

24 Tilson v. Alstom Transport [2010] EWCA Civ 1308 (at 44), Elias LJ.
25 1951 1 ALL ER 575
26 Ready Mixed Concrete (South East) Ltd. v. Minister of Pensions and National Insurance. Supra.
27 Market Investigations Ltd v Minister of Social Security (1969) 2 QB 2 173
28 supra
29 ibid

expenditures. For example, a transport and logistics company may invest more in car repair, go on to buy mechanical equipment and even have a mechanic on ground. In circumstances where the on-ground mechanic cannot handle the fault, companies may call on an exceptionally skilled worker not to necessitate him or her to have personal equipment since the employer already has equipment on the ground. In such scenarios, it would not be prudent to refer to the exceptionally skilled worker as an employee.

Financial risk, opportunity to make profit and duty of investment

Where the worker does not determine independently his own conduct on the market, but is entirely dependent on his principal, because he does not bear any of the commercial risks arising out of the latter's activity and operates as an auxiliary within the principal's undertaking, then the worker is an employee.[30]

An example of this in the Ugandan context would be the relationship between the companies that operate digital transport network systems such as SafeBoda, Uber, among others and the actual owners of the cars or drivers therein. A driver or owner buys his/her own car or motorbike, and goes on to register the same with the operators in order to join the network.

In case of any damage to the car, the operators are not liable, the driver/owner bears the loss. In case of staggering profits, the driver has no duty to share with the network operators more than his/her subscription fee. Though a number of jurisdictions have embraced the test to classify such self-profiting workers as independent contractors,[31] the California Supreme Court recently went on to classify drivers under such settings as employees basing on the control exerted on the drivers by the operators[32] thus magnifying the faults in the test.

Parties own Characterization.

In circumstances where the relationship between the worker and employer is ambiguous, the parties may elect to remove that ambiguity by way of agreement between the parties. The agreement then becomes the instrument that is employed in classifying the worker as an employee or independent contractor. And for **Lord Denning[33]** , if the contract occasions no illegality, there is no reason why the courts should not strive to give it effect.

It's important to note the qualifier of "legality" of the defining contract in such circumstances. Self-classification can only be upheld in relatively even-balanced situations. Thus if the facts point to the true relationship of the parties supported by law, the parties cannot contract to alter the truth or legal status of their relationship[34] . If the contract contradicts the law, or the truth painted by facts, the provisions of the defining contract will be relegated to the level of their inconsistency.[35]

30 FNV Kunsten Informatie en Media v Staat der Nederlanden (Case C-413/13) [2015] All ER (EC) 387
31 Kerry Foods v The Minister for Social Welfare ([1998], 1 IR 34), supreme court of Ireland.
32 Dynamex Operations West Inc. V The Superior Court of Loss Angeles County and Charless Lee. App 2/7 B249549 (2018)
33 Massey vs Crown Life Insurance Co. Ltd, [1978]1 WLR 676, [1978] 2 ALL ER 576
34 ibid
35 Re Sunday Tribune Ltd

In analyzing classification contracts, **McNeil J**[36] opined that when the community has an interest in the collection of contributions for social security purposes, the parties to a contract of employment cannot by private arrangement; exclude themselves from the public and community obligations. The **Supreme Court of Ireland**[37] equally affirmed that the actual substance of the relationship overrode statements in the worker's contract regarding the type of relationship the contract sought to establish.

This principle of law was tailored to protect workers who in most cases in vulnerable positions, signing contracts injurious to self commonly due to being job desperate. This seems a very flexible method of classification that not only protects employers from malafide workers and the perils of poor classification but also workers from blatant exploitation by the employees. It is the reason why countries such as the **Netherlands** have taken a step further to legislate on the method.[38]

Mutuality of obligations test

In this test, the servant agrees, in consideration for a wage or other remuneration to provide his own work and skill in the performance of some service for his master[39] and also imputes an obligation on the employer to provide work to the worker[40] . **Hon, Justice Stephen Mubiru J**[41] simplified the test into three phases; first, that the employer must have undertaken to provide the employee with work for pay. Secondly, that the employee must have undertaken to perform work for pay. That when the two are present, then obligations are mutual.

The test roots from basic contract law of meeting of the minds "consensus ad idem", suitable for a legal utopian setting. But in scenarios where conceding to the consensus does not serve the interests of both parties for example in a court case between the parties, expecting the parties to concede is anything but logical. Nonetheless, at a balance of probabilities, the Court, in its wisdom can possibly determine whether there was a meeting of the minds at the time of tailoring of the contract.

The ABC Test.

The ABC test presumes and considers all workers to be employees, and then puts the burden on the employers to prove otherwise before the court classifies a worker as an independent contractor. In order to be successful, the worker in question ought to satisfy three conditions[42] : Firstly A, that the worker is free from the control and direction of the hirer in connection with the performance of the work, both under the contract for the performance of the work and in fact; Second (B) that the worker performs work that is outside the usual course of the hiring entity's business; and lastly (C) that the worker is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.[43]

36 supra
37 Henry Denny & Sons Ltd. v. Minister of Social Welfare [1998] 1 I.R.3
38 Under Article 6(1)(e) of the Social Insurance Act (Netherlands), the Tax Authority can certify and protect the same a civil contract.
39 Chadwick v. Pioneer Private Telephone Co Ltd, [1941] 1 All ER 522
40 Ralph Gibson LJ in Calder v. H. Kitson Vickers & Sons (Engineers) Ltd. [1988] ICR 232, 251
41 Rev Fr. Cyril Adiga Nakari V Rt. Rev. Sabino Ocan Odoki and Registered Trustees of Arua Diocese CIVIL SUITNo. 0002 OF 2017
42 Fleece on Earth v. Dep't of Emple. & Training (Vt. 2007) 923 A.2d 594
43 Deknatel & Hoff-Downing, ABC on the Books and in the Courts: An Analysis of Recent Independent Contractor and Misclassification Statutes (2015) 18 U.Pa. J.L. & Soc. Change 53 (2015)

Ideally, the test is pro workers, the more vulnerable, rooting from John Rawls' jurisprudence that where a balance can hardly be archived, then the imbalance ought to favour the least privileged[44] . The test that has been codified in Tanzania, is an arterial beauty, shielding the commonly vulnerable workers and a dream target for labour unions in the world over.45

The "employ, suffer or permit" Test

The basic line of thought in the test is that the proprietor who knows that persons are working in his or her business without having been formally hired, or while being paid less than the minimum wage (not applicable in Uganda, and consideration need not be sufficient, in Ugandan Contract Law), clearly suffers or permits that work by failing to prevent it, while having the power to do so.[46]

Knowledge of the employee is extremely vital in this test as the test envisages work that was performed and the employer knew or should have known about it. Thus stopping the employer from denying that the worker is an employee.

The test was designed to tackle the exploitation of child labour in the early industrial revolution. This followed nauseate actions of employers who after benefiting from the workers (especially the young) would simply send them off in case of any injuries sustained, claiming that the children were not of contracting age. Though developed in the United States of America, the test can still be of much relevancy in Uganda where we still have numerous employers, including elders in families selfishly benefitting from child labour. The test arguably forms part of the ratio behind **Article 34 (4) & (5)[47] and the Workers Compensation Act Cap. 225, Laws of Uganda.**

Individual factors cannot be applied mechanically as separate tests, they are intertwined and their weight depends often on particular combinations, but as courts of law have commonly opined[48] the control will always have to be considered, but not pampered as the sole determining factor, other tests must equally be weighed in, suitable to the facts at hand.

What is positive and notorious is that courts the world over have been given the freedom, with hardly any bondage by the legislature, to tailor numerous ways of how to classify workers, though this negates the principle of prior knowledge of legal status before liability, it's a flexible trait that can fuel the law to keep up pace with the ever-changing global labour markets and economies.

44 Micheal Freeman, Llyoyd's Introduction to Jurisprudence, 9th Ed, Sweet & Maxwell, 2014.
45 Employment and Labour Relations Act, 2004 Section 15 (1) (7) (of Tanzania).
46 Martinez v. Combs (2010) 49 Cal.4th 35, 64
47 Constitution of the Republic of Uganda, 1995.
48 Market Investigations Ltd –vs- Minister for Social Security (1969) 2 QB 173

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