Document généré le 18 avr. 2024 09:12

Relations industrielles
Industrial Relations

Outsourcing and Employer Responsibility
A Case Study of Occupational Health and Safety in the Danish Public Transport Sector
Impartition et responsabilité des employeurs
Une étude de cas en santé et sécurité au travail dans le secteur du transport public au Danemark
Externalización y responsabilidad del empleador
Un estudio de caso de salud seguridad ocupacional en el sector de transporte público sueco

Peter Hasle

Volume 62, numéro 1, hiver 2007

URI : https://id.erudit.org/iderudit/015799ar
DOI : https://doi.org/10.7202/015799ar

Aller au sommaire du numéro

Éditeur(s)

Département des relations industrielles de l'Université Laval

ISSN

0034-379X (imprimé)
1703-8138 (numérique)

Découvrir la revue

Citer cet article

Hasle, P. (2007). Outsourcing and Employer Responsibility: A Case Study of Occupational Health and Safety in the Danish Public Transport Sector. *Relations industrielles / Industrial Relations*, *62*(1), 96–117. https://doi.org/10.7202/015799ar

Résumé de l'article

La sous-traitance dans le secteur des services crée une autre division verticale du travail entre le sous-traitant et le donneur d'ouvrage. Ceci se traduit par le fait que l'entrepreneur, à titre d'employeur officiel, ne peut exercer le même degré de contrôle sur les activités quotidiennes, dont la santé et la sécurité au travail. Le sous-traitant devient alors un nouvel intermédiaire entre l'employeur et ses salariés. La nouvelle relation tripartite soulève des questions quant à la responsabilité de l'employeur en matière de protection des travailleurs qui constitue depuis le XIXe siècle l'épine dorsale de la législation en santé et sécurité au travail.

Selon la littérature (voir, par exemple, une recension effectuée par Quinlan, Mayhew et Bohle, 2001), la sous-traitance peut exercer une influence significative et négative sur la santé et la sécurité des salariés. Des vingt-neuf articles traitant de l'impartition, vingt-trois concluent que la sous-traitance entraîne des conséquences négatives sur la santé et la sécurité au travail, alors que six arrivent à des conclusions incertaines. Quinlan et ses collègues ont identifié trois facteurs à l'origine des problèmes de santé et de sécurité dans les entreprises qui recourent à la sous-traitance : la pression économique découlant de la concurrence croissante, les difficultés rencontrées dans l'exercice d'un contrôle efficace en santé et sécurité et les difficultés éprouvées par les organismes de surveillance dans l'exercice d'un contrôle des lieux de travail. L'imprécision quant à la responsabilité de l'employeur vient peut-être servir de fondement à ces préoccupations. Qui est en position ou non de surveiller la santé et la sécurité au travail : l'employeur officiel ou le sous-traitant ?

Un des secteurs ayant connu une sous-traitance marquée au cours des dix ou quinze dernières années est celui du transport public par autobus au Danemark et des recherches ont souligné les effets négatifs de l'impartition dans le domaine de la santé et de la sécurité au travail (Netterstrom et Hansen, 2000). En retenant le transport d'autobus à titre d'exemple, l'objectif de cette étude est d'analyser de quelle manière la sous-traitance dans l'industrie des services modifie la responsabilité des employeurs en matière de santé et de sécurité.

Cet essai se base sur une étude des pratiques de sous-traitance dans quatre entreprises danoises de transport public régional au cours de l'année 2002–2003. Il comprend l'analyse minutieuse de documents d'offre de services et d'entrevues en profondeur avec les entreprises de transport public par autobus agissant comme sous-traitants, avec des dirigeants et des délégués syndicaux, agissant à titre de représentants en matière de sécurité à l'emploi des entrepreneurs. Le but consistait à rassembler de l'information sur la marge de manoeuvre d'un sous-traitant et d'un entrepreneur dans l'exercice de la surveillance en matière de santé et de sécurité et sur la manière dont ils se partageaient la responsabilité dans ce domaine. De plus, on voulait obtenir de l'information sur ce dont disposaient les conducteurs d'autobus et les représentants dans l'exercice d'une influence sur le sous-traitant et sur l'entrepreneur.

L'étude démontre que, suite à l'implantation de la sous-traitance, le contrôle opérationnel fut divisé entre l'entrepreneur et la compagnie de transport, et l'entrepreneur, à titre d'employeur officiel, est devenu moins apte à exercer un contrôle en matière de santé et de sécurité. Les entrevues dans les quatre compagnies de transport par autobus montrent qu'elles savent qu'elles doivent assumer une certaine responsabilité en santé et sécurité; jusqu'à quel point cependant diffère grandement entre elles. En effet, les entreprises de transport par autobus font face à un dilemme : d'un côté, elles exercent un certain niveau de surveillance en santé et sécurité en vue de satisfaire aux exigences de la législation et en vue d'assurer la qualité du service; d'un autre côté, elles tentent d'éviter la partie de la responsabilité de l'employeur officiel qui, selon la loi, revient à l'entrepreneur ayant à son service les chauffeurs d'autobus. De plus, au cours des années 1990, les entreprises de transport ont connu des problèmes de qualité, qui découlaient en grande partie d'une concurrence sévère au niveau des prix, entraînant alors une détérioration des conditions de travail des chauffeurs et des taux élevés d'absentéisme et de roulement.

Le résultat de ce développement est que les entreprises de transport par autobus ont inclus des exigences plus strictes en termes de santé et de sécurité au travail dans leurs documents d'invitation à des appels d'offre, mais elles se sont montrées plutôt réticentes à donner suite à ces exigences après la conclusion d'un contrat. Cependant, nous avons décelé une caractéristique intéressante : toutes les entreprises de transport par autobus ont établi des contacts plus étroits entre les entrepreneurs et les chauffeurs d'autobus. Entre autres, elles ont mis sur pied des comités tripartites, qui discutent de problèmes quotidiens et reliés aux activités et qui, par la suite, se transforment en un forum où l'on débat des questions propres à la santé et la sécurité. Cela constitue alors un moyen pour les chauffeurs d'exercer un impact sur les compagnies de transport et sur les entrepreneurs. Nous avons également observé que les chauffeurs d'autobus utilisent intensément cette occasion pour mettre un peu plus de pression à la fois sur les compagnies de transport et sur les entrepreneurs.

Comme il est bien démontré dans les écrits sur le sujet que la sous-traitance des activités de services exerce un effet désastreux sur la santé des salariés, les conclusions de cette étude montrent qu'une explication réside dans le fait que le sous-traitant à titre d'employeur officiel détient un contrôle limité sur la santé et la sécurité. Cela devient un élément important d'une législation qui devrait délimiter de façon précise les responsabilités respectives du sous-traitant et de l'entrepreneur, et on se rend compte que la législation danoise est faible sur ce point. Cependant, le fait que le sous-traitant, dans ce cas la compagnie de transport par autobus, cherche activement à exercer une influence sur les normes de santé et de sécurité s'appliquant à l'entrepreneur constitue également un nouveau développement. Cette nouveauté est aussi observée dans d'autres enjeux au Royaume-Uni (Marchington et al., 2005). Une conséquence possible de ce phénomène fait en sorte que la relation traditionnelle bipartite entre employeur et employés se transforme en relation tripartite, où les employés ont un contact direct avec leur employeur et le sous-traitant. Un tel développement devrait se traduire chez les chauffeurs par de plus grandes occasions de parer aux conséquences négatives de l'impartition.

Tous droits réservés © Département des relations industrielles de l'Université Laval, 2007

Ce document est protégé par la loi sur le droit d'auteur. L'utilisation des services d'Érudit (y compris la reproduction) est assujettie à sa politique d'utilisation que vous pouvez consulter en ligne.

https://apropos.erudit.org/fr/usagers/politique-dutilisation/

Cet article est diffusé et préservé par Érudit.

Érudit est un consortium interuniversitaire sans but lucratif composé de l'Université de Montréal, l'Université Laval et l'Université du Québec à Montréal. Il a pour mission la promotion et la valorisation de la recherche.

https://www.erudit.org/fr/

Outsourcing and Employer Responsibility

A Case Study of Occupational Health and Safety in the Danish Public Transport Sector

PETER HASLE

The widespread use of outsourcing in the service industry has major consequences for the employment relationship. In particular, outsourcing diminishes absolute employer control of firm operations. This article focuses on this new relationship through a study of the occupational health and safety requirements established in connection with the outsourcing of public bus transport in Denmark.

Traditionally, the division of labour has been an internal workplace matter. With the extended use of outsourcing and other supply chain arrangements, the division of labour is increasingly taking place between independent companies. This division takes a particular form in the service industry, a sector where the product is usually not a physical object but rather comprised of the employee carrying out a work operation. Some examples are telephone conversations in a call centre, cleaning buildings, or bus driving. Outsourcing in the service industry is creating a new vertical division of labour because it is important for the outsourcer to retain control of the work and only outsource those operations that enhance product quality. The consequence is that the employer cannot exercise the same level of control and the outsourcer becomes a new "third party" between the employer and the employees.

– HASLE, P., Senior Researcher, National Research Centre for the Working Environment, Denmark, pha@nrcwe.dk

– Acknowledgement: I wish to thank Inger-Marie Wiegman and Karin Mathiessen, who have been partners in the collection of data and the development of the Danish report. The study was financed by a grant from the Ministry of Employment.

The new tripartite relationship raises questions about employer responsibility for the protection of the workforce forming the backbone of occupational health and safety regulations since the 19th century. For example, before the widespread use of outsourcing, it was the employer's responsibility to observe detailed prescriptions on health and safety that were given by authorities. In the 1970s, such regulations became more reflexive and the employer's responsibility was more broadly defined. This trend began with the British Robens report (1972) and was subsequently implemented in Nordic and EU countries (Hasle and Petersen, 2004; Wilthagen, 1994). Reflexive legislation holds the employer responsible for determining whether work presents any health hazards and, if this is the case, for seeking to counter such hazards, regardless of whether the authorities have given detailed prescriptions. This means that modern legislation places extensive and wide-reaching responsibility on employers for protecting their employees.

Traditionally, definitions of the concepts for an employer and an employee have been relatively clear. The employer owned production facilities and had the right to manage work while employees offered their labour to the employer in return for wage payment. During the last 20 years, the more extensive use of outsourcing and advanced supply chain arrangements has challenged this approach. Now, in many cases, it is not clear who the real employer is (Deakin, 2001).

Many executives consider outsourcing important for cost reduction and increased efficiency. New types of employment are often considered necessary to achieve the expected cost reduction. This frequently results in growth in the number of temporary employees such as substitutes, self-employed workers, and others (for further discussion, see Marchington et al., 2005).

Quinlan (2000) details ways in which recent workforce management changes may affect health and safety, specifically the growth of outsourcing, franchising, self-employment and other contingent types of work. In this and several other articles (Mayhew, Quinlan and Ferris, 1997; Mayhew and Quinlan, 1999; Quinlan and Mayhew, 1999; Quinlan, Mayhew and Bohle, 2001b), he points out that such forms of work organization have negative consequences for health and safety. His study is primarily based on data gathered in Australia with supplementary data from the UK and the United States. His results suggest that more accidents and health problems occur among workers employed in outsourced jobs. This is especially the case for self-employed workers, but also for employees in companies performing the outsourced tasks (Mayhew, Quinlan and Ferris, 1997).

The evidence from a review article (Quinlan, Mayhew and Bohle, 2001a) suggests that outsourcing may have a significant and negative

impact on the health and safety of employees. Out of twenty-nine articles on outsourcing, twenty-three show that outsourcing has negative consequences for health and safety while six are indeterminate. Some of these studies address outsourcing to self-employed individuals, including people working at home, but most deal with the more traditional type of outsourcing: to a company with traditional employees.

Quinlan and his co-authors found three causes for health and safety problems among firms using outsourcing: economic pressure as a result of growing competition, difficulties in controlling health and safety efficiently, and difficulties which authorities experience in maintaining control. The "blurring" of the employer's responsibility may underlie these concerns. Who is actually in a position to control health and safety at work: the formal employer or the outsourcer? Quite often contractors as employers are not able to manage work and hence to meet their full health and safety responsibility in accordance with legislation. In circumstances where other providers could offer a service more competitively, health and safety may end up being a low priority.

It has generally been difficult for legislators to follow up on changes to contemporary approaches to work (Johnstone, Quinlan and Walters, 2005; Johnstone, 2005). In the Danish case health and safety legislation was amended in 2001 in an attempt to remedy the situation. A heavier responsibility was imposed on the outsourcers of health and safety issues. However, the new obligations of the outsourcer are still fairly limited. These are mainly restricted to providing information about health and safety in the invitation for tender phase only (Ministry of Employment, 2001).

Taking the public bus transport in Denmark as an example, the purpose of the present study is to examine how outsourcing in the service industry changes the employer responsibility for health and safety. In particular, the division of the employer's traditional responsibility for health and safety between the outsourcer and the contractor is examined. At the end of the article, the implications for control of health and safety and for the voice of the employees under an outsourcing regime are discussed.

THE OUTSOURCING OF PUBLIC BUS TRANSPORT IN DENMARK

In Denmark, the connection between outsourcing and health and safety has been debated, particularly the outsourcing of public service functions to private suppliers. In the 1980s, outsourcing began with public cleaning services, but more functions have since been added. Many employees and their unions have suggested that outsourcing causes deterioration in

health and safety, and the civil service employees' unions have pressed for stronger legislation to control health and safety in connection with outsourcing. As indicated above, the result was minor changes of the law in 2001, and the duties of the outsourcer are still limited when compared with other countries.

In contrast to the descriptions in international, and in particular, the anglophone literature, it is important to note that in Denmark, outsourcing takes place in a strongly regulated labour market where the outsourced employees hold regular jobs with their contractor. The majority of these employees are labour union members, and almost all of them are therefore covered by collective agreements. Thus, in comparison with the highly deregulated practice in the UK and the USA, there is a stricter control of working conditions with respect to outsourcing. However, health and safety is not covered by these collective agreements.

One area that has undergone extensive outsourcing during the last 10–15 years is the public bus transport system in Denmark. This trend began around 1990, and by the beginning of the new century, had been implemented throughout the country. The public debate around the health and safety consequences of an outsourced bus system has been heated. The point of departure was a number of studies on the health of bus drivers from the 1980s which demonstrated an abnormally high mortality rate related to cardiovascular conditions (Netterstrom and Juel, 1988; Netterstrom and Laursen, 1981; Kompier and Dimartino, 1995). Several studies from the 1990s provide evidence that is consistent with these results (Netterstrom and Suadicani, 1993; Tuchsen and Endahl, 1999; Hannerz and Tuchsen, 2001). Adverse health effects were especially attributed to stress induced by difficulties with keeping time schedules given road and traffic conditions (passability), the risk of collision with bicycles and pedestrians as well as strained relations with passengers. It was claimed by the bus drivers' unions and others that the outsourcing intensified the strain on drivers. This view was later substantiated by a study suggesting that the health problems of bus drivers have been exacerbated by outsourcing (Netterstrom and Hansen, 2000).

The introduction of outsourcing caused a strong price competition which resulted in several mergers and bankruptcies among the bus contractors. Passengers experienced this development as a deterioration of quality. A reduction of the public support for bus transport increased the prices, and the sector was for a number of years marked by a critical debate in the media.

Bus transport in Denmark is now organized into regional public transport companies with a politically appointed board. The transport company is the overall service provider while the driving itself has been outsourced to several private contractors. Each contractor operates specific routes. The contracts,

which are made on the basis of public invitations to tender, typically run for a period of 4–6 years. When a contractor is replaced, a transfer of undertakings occurs; this means that bus drivers are automatically transferred to the new contractor.[1] They typically continue under the same terms of employment for a two-year period. After this period, their employer has the right to enter into new agreements. The change from public to private employment implied a transfer to collective agreements covering the private sector which in this area involve a lower salary scale. However, when one private contractor is replaced by another, terms and conditions of drivers remain unaltered and their salaries remain unchanged.

Almost all bus contractors in Denmark are organized under the Trade, Transport and Service Employers Federation. Some of these contractors are large multinational companies and others are small ones. However, all contractors are members of the same employers' federation. The bus drivers are organized into the General Workers Federation, being the largest union in Denmark. Approximately 90% of the drivers are members of the union. The two parties have a collective agreement covering employment conditions such as wages, working hours, hiring and firing. Health and safety is not included in the agreement. This issue is covered solely by legislation. A general agreement between the Employers Confederation and the Danish TUC provides for election of shop stewards and establishment of works councils, which in Denmark are joint management-employee bodies. Members of the works council normally do not discuss health and safety issues; such matters are left to joint management-employee health and safety committees, established by legislation. This same legislation also gives the employees the right to elect safety reps. Thus all bus contractors have a works council, a health and safety committee, and elected shop stewards and safety reps.

MATERIAL AND METHOD

The paper is based on a study of the outsourcing practices in four Danish regional bus transport companies in the period 2002–03. It is designed as a prospective study of the outsourcing process with collection of qualitative data from interviews and written documents. It includes the invitation for tender, bidding, contracting, and finally the operation phase. Because the study aims to provide insight into the division of responsibility for health and safety between the public transport company (the outsourcer), the bus contractor (the employer), and the bus drivers, quantitative data on injuries and other outcomes have not been included.

1. The Danish law follows the EU Council Directive 2001/23/EC on the safeguarding of employees' rights in the event of transfers of undertakings.

The tender officers in three of the four transport companies (cases A, B, D) were interviewed at three points in time: prior to the tender invitation, after contracts were signed, and finally, during operations, after part of the contracting period had gone by. In addition, management and shop stewards from of 2–3 successful contractors were interviewed after the new contracts had come into effect. The interviews were carried out on the basis of a study of relevant tender invitation documents. The contractors' tenders were treated confidentially, but we were able to obtain permission from two contractors in case B and two contractors in case C to read descriptions of the health and safety management system. In case C, where the tender procedure ended before this study was conducted, the data source consisted of an interview with the three parties (the outsourcer, the successful contractors, and the drivers) immediately after the tender phase ended, and just before the new contract came into effect. The material under consideration in the study also included invitations for tender and two health and safety statements included with the tenders involved.

Semi-structured interviews (Kvale, 1996) based on an interview guide were conducted as personal interviews of 1½–2 hours' duration (table 1). All together 50 persons were interviewed. Seven of these individuals were interviewed on three separate occasions. A detailed account was made of each interview.

TABLE 1

An Overview of the Interviewed Persons

Case	*The Public Transport Co.*	*Contractors*	*Drivers' Representatives*
A	• The managing director	Two contractors, in each: • The managing director • The superintendent	Contractor one: • The shop steward Contractor two: • The health and safety consultant from the local bus drivers' union
B	• The managing director • The planning officer	Two contractors, in each: • The managing director • The operations manager	Two contractors, in each: • The shop steward and the safety rep
C	• The tender manager • The quality manager	Contractor one: • The managing director Contractor two: • The district manager • The operations manager	Contractor one: • A shop steward Contractor two: • A shop steward and a safety rep
D	• The contract manager • The deputy manager • Two specialists	Three contractors, in each: • The managing director • The operations manager • The health and safety coordinator	Three contractors, in each: • Two shop stewards and two safety reps

Since cases A and C are affiliated with the Association of the Danish Regions, the standard tender invitation template of this organization is included in the study.

The four bus transport companies are different as involves size, experience and qualifications for tendering, and also attitudes to health and safety issues. Company D is a large transport company covering a metropolitan area. Before the Danish Parliament decided to outsource the public bus transport, this service was operated by the metropolitan region. Hence, the company is still able to provide rest rooms and other facilities for the drivers. Company D has an extensive quality assurance system, and makes use of economic incentives such as bonuses and penalties. The other three transport companies are smaller and operate in less densely populated, mid-sized regions. Prior to the outsourcing requirement, bus operation was handed over traditionally to private contractors. In addition, the Danish State Railways (DSB) was responsible for operating sections of the bus transport in these areas.

The health and safety requirements of the tender invitation documents were studied. On the basis of these requirements, an interview guide was prepared with questions about the parties' expectations, the transport companies' motivation for fulfilling the specific requirements, and difficulties in meeting these requirements.

The collection of data began in the middle of 2002 and was completed by the end of 2003 when the last contracts came into effect. Further details can be found in the Danish report (Wiegman, Mathiesen and Hasle, 2004).

In the analysis, the different actors' responses to interview questions are compared to establish the division of responsibility for health and safety, the motivation for assuming or refusing responsibility, and an understanding of how this responsibility is administered in practice.

RESULTS

This section describes the health and safety requirements during the tender process and the subsequent operation.

The Tendering Phase

In 2002, the Association of the Danish Regions issued a revised standard tender invitation template where health and safety for the first time was made obligatory as part of the tender. The change was a reflection of health and safety law which was changed in 2001. Hence, the tendering

contractor is required to give a description of how the health and safety management is administered. The tender invitation also contains clauses which invite the bus drivers to participate in the planning of bus schedules and further work training.

Case A. The company based its tender invitation documents on templates from the Danish Regions, and it copied the new requirement for a health and safety statement from the template. Otherwise, its health and safety requirements were limited. Previously, the company had no health and safety requirements. The managing director of the transport company appeared unconvinced of the need for strong health and safety requirements. In particular, he was concerned that such requirements could impose part of the employer's legal responsibility on him. However, based on the legislative tightening of the health and safety requirements, the managing director found the tender invitation template adequate for the health and safety issue.

The company's limited consideration for health and safety may be illustrated by a conflict with the bus drivers' union. On a number of routes there were many traffic calming measures in the form of speed humps, which may cause driver back injuries. Union officials suggested that the outsourcer should have made reference to this in the tender invitation documents. The transport company stated that it was the professional bus contractor's responsibility to examine the general conditions on the tendered routes, and consequently, reference to traffic calming measures need not appear in the tender invitation documents. The local Working Environment Authority[2] accepted this explanation, but the union appealed to the Working Environment Appeals Board, which upheld the drivers' claim. Thus, it was decided that special conditions such as speed humps that may have an impact on health and safety must be stated in the tender invitation documents.

Case B. This bus transport company was similar to case A, although information about performance in regard to sickness absenteeism and staff turnover within the last three years was required in the tender invitations documents also. Furthermore, tender documents included a requirement to reduce the cash amounts onboard the individual buses with the purpose to increasing the driver's protection against robbery. The company had never previously presented health and safety requirements in its tender invitation documents. The managing director indicated a wish for further health and safety initiatives, but also believed that it would be unwise to introduce too many initiatives at once.

2. The Danish Labour Inspectorate: <http://www.at.dk/sw7737.asp>.

The study of the health and safety statements in two of the contractors' tenders showed that one did not fulfill the requirements for the tender documents. Being quite brief, the health and safety statement contained no description of the health and safety management system that was required in the documents. Apparently, these deficiencies played no role when the contract was made. The deficiencies neither entailed a rejection of the tender nor a requirement that the contractor subsequently should make up for the deficiencies.

Case C. This case was not studied until after the tendering process ended. Here the bus transport company chose to impose more rigorous health and safety requirements than companies A and B. In their tender invitation documents, the bus contractors were required to describe how they would meet the requirements laid down by health and safety legislation. In addition, they had to state their past performance for sickness absenteeism and staff turnover. These three pieces of information were translated into a point scale and the best offers were given a reduction of up to Euro 3 per hour (a little less than five percent). A similar point awarding scale was made for quality. Insofar as economic considerations were concerned, companies tendering for the contract were mostly evenly matched. This meant that differences in health and safety and quality were decisive for selecting the successful contractors.

The transport company's reason for giving high priority to health and safety was the former negative experiences with contractors with such a low health and safety performance that it entailed quality problems. For instance, some contractors had had a high rate of turnover and absenteeism amongst their employees. These issues contributed too many drivers being inexperienced and inclined to make mistakes. Moreover, the transport company wanted to avoid negative media coverage and, possibly unfavourable public commentary about its politically elected board. In connection with previous tender invitations, the company imposed a requirement for a health and safety statement, but subsequently found that health and safety played no role when the contract was to be made and hence that the contractors did not take it seriously. Consequently, the transport company found it necessary to include the formal assessment of the tenders to force the contractors to give higher priority to health and safety.

The two interviewed contractors pledged their general support for giving health and safety higher priority, and they expressed their interest in establishing a high health and safety standard. However, they remained rather critical towards the chosen model because they believed that it was too easy to manipulate figures on absenteeism and turnover to make outcomes appear favourable. This possibility would be exacerbated by the transport company's not specifying how absenteeism and staff turnover

should be calculated. For instance, it was unclear how temporary employees should appear in both the absenteeism and the turnover figures. Moreover, they found that focusing on these figures may lead to sub-optimization in the sense that to avoid illness and early resignation, persons vulnerable to sickness would not be hired.

A study of the health and safety statements in the contractors' tender showed that they fulfilled the requirements in the invitations for tender but also that they made use of highly general terms which provided few concrete obligations. They did not reveal any important activities beyond the legal requirements.

The drivers' representatives made only a few comments on the tender form. As may be expected, the representatives did not participate in the development of the tenders nor did they receive any information about what the contractor promised in relation to health and safety after the contract was concluded. Representatives were mostly concerned with insecurity over the bus company's change of bus contractor, which they described as being mentally very stressful. In one case, a contractor who had operated certain routes for several years lost the contract to a new contractor, apparently due to poor health and safety outcomes. However, according to the shop steward, health and safety was better in the company that was being replaced and the assessment criteria were therefore inadequate.

Case D. This case concerns the largest transport company with the highest number of routes that were outsourced, and with the most detailed requirements to the contractors, including an extended statement on the contractors' health and safety initiatives. Among other things, this statement had to contain:

- The appointment of a health and safety officer who should be the contractor's liaison with the transport company;
- Documentation that the tenderer will operate in a healthy and safe way based on the requirements given by the Working Environment Authority;
- An annual job satisfaction survey among all employees to document that the contractors meet the requirement of a safe and healthy workplace;
- Information about the health and safety issues discussed in the contractors' safety committee;
- An up-to-date organization plan for the contractor's safety committee and for the works council.

The tenderers were also required to give information about illness-related absenteeism and staff turnover, as in cases B and C. Furthermore, it also contained provisions for the involvement of drivers in the design

and organization of bus cabs and extensive training for drivers, including an emphasis on handling conflict. This company chose tendering after negotiation as its tendering form. This implied that after a round of tendering, a few contractors were chosen for negotiation. In the assessment process, the bus company weighted a number of criteria. The quality of health and safety statements was given a weight of approximately 5 percent in the selection of the contractors.

The interviewed representatives from the bus company D estimated that the company has gradually "tightened" its health and safety requirements in its tender invitations. They did this partly as a response to society's increasing focus on health and safety including a more tight legislation, and partly as a step towards ensuring the quality of the operation. According to their experience, poor health and safety could lead to dissatisfaction amongst drivers, which again could result in quality problems including absenteeism and wildcat strikes. For this reason, they requested job satisfaction surveys to give them the possibility to intervene if things were about to go wrong.

The Operation Phase

All bus transport companies explained that they hesitated to follow up on the health and safety requirements in their tender invitations. They believed that this was unnecessary because they had a premise which committed the contractors to meet requirements in their contracts. Moreover, they were afraid that any interference on their part may result in the contractors' legal employer's responsibility for health and safety being "blurred." However, transport company D watched the contractors somewhat closer. This company regularly either received or requested health and safety information from the contractors. The information was discussed with the contractors at regular meetings. The representative from the transport companies also expressed an interest in receiving information about the drivers, and they tried to open new communication channels in the form of tripartite committees.

There was a tendency for the bus companies to exert more rigorous control with respect to quality requirements. The companies hired a corps of inspectors who undertook quality control. However, no similar measures were established for health and safety and it was not expected that the companies would follow up on these requirements.

The contractors expressed their support for higher health and safety priority, but they were uncertain as to how seriously concerned the transport companies actually were about this issue. Moreover, similar to the drivers, they requested a more rigorous control of compliance with health and safety

requirements so that the contractors would not be able to get away with cheating and thus make savings on health and safety which could give a better chance in the rather severe price competition.

The drivers' representatives pointed out health and safety concerns such as tight bus schedules, difficulties with passability in the traffic, lack of break possibilities, risk of robberies, and problems with offensive passengers. The increased quality control by the transport company was regarded as a control of the drivers and thus a further health and safety risk.

The drivers considered themselves as the relatively permanent feature, as the bus contractors were frequently replaced while the drivers stayed. Consequently, the drivers also requested direct contact with the transport company. However, the drivers had only limited knowledge of the tender requirements and the health and safety statements which the contractors developed as part of their tender. The shop stewards and the safety reps exerted pressure in a number of ways to improve their health and safety as they found the health and safety standard too low. One way was negotiations with the employer in the safety committee and the works council, but the employer frequently claimed that it was impossible for them to exert any influence on the negotiations due to the contract with the bus transport company. Supported by the unions, the drivers therefore tried to put pressure on the transport companies in a number of ways including petitions to both the operations management, the transport companies' executive management, and the politically elected board. Wildcat strikes, cases brought before the Danish Work Environment Authority, and media contact were also among their methods; yet, the drivers did not use the health and safety content in the contractor's tender document and contract as an opportunity for improvements.

Neither the contractor nor the bus drivers mentioned the works council or the health and safety committee as important bodies, their attention was directed towards the transport companies. Both parties considered the transport companies to be the powerful actor with the means to make changes.

However, contrary to the negligent attitude from transport companies and contractors towards health and safety the parties in all cases noticed a clear trend towards closer collaboration with respect to the bus operation. In addition to the three parties' day-to-day contact with the operation of the buses, all transport companies established various kinds of tripartite committees where the companies had frequent meetings with the contractors and the drivers. Here they discussed general operating problems, including a number of matters addressing health and safety such as passability and

protection against violence. According to all three parties, this type of tripartite dialogue is a good method for improving health and safety.

DISCUSSION OF THE CASE STUDIES

Before outsourcing, the bus transport companies employed their own drivers, and had management control of all aspects of the operation. After outsourcing was implemented, operational control was divided between the transport company and the contractor, and as the formal employer, the bus contractor is less able to control health and safety. Conditions are now laid down in tender invitations and contracts, and the performance is monitored by the outsourcer. Among other things, the contractor does not control bus schedules and routes or the workplace as such (i.e. the driver cabin and the bus layout). In addition, he/she lacks control of the basic qualification requirements for the drivers, passenger service, and in some cases welfare facilities. These are matters that the bus transport company lays down as the outsourcer. Thus, it is clear that in practice, the outsourcer controls a significant part of health and safety of the drivers. Consequently, it is difficult for the formal employer (the bus contractor) to satisfy the requirements established by health and safety legislation with respect to securing a safe and healthy workplace.

The results of this study suggest that health and safety outcomes would be improved if the responsibility for health and safety is shared, perhaps also a sharing that offsets Danish legislation, which for the time being poses rather modest requirements for service outsourcers. Hence, the question is whether, and to what extent, the bus transport company assumes part of the employer's responsibility as outsourcer in circumstances where legislation does not support such an approach. The interviews with the four bus transport companies suggest that they all sense a need to assume some responsibility for health and safety, though the extent to which they do so differs significantly. The bus transport companies experience a dilemma: on the one hand, they exercise a certain level of control of health and safety in order to comply with the law and secure quality, and on the other hand, they try to avoid assuming part of the formal employer responsibility.

However, it is not only legislation that encourages the transport companies to play a role in health and safety. Up through the 1990s, the transport companies had quality problems, which mostly were a result of severe price competition. The bus contractors underbid each other to remain in the market. In extreme cases, this meant that contractors ceased to be able to provide a viable service. In other cases, the contractors tried to keep costs low by shortcutting the contract requirements and by impairment of the working conditions of the drivers. The drivers have

for example experienced reduction in their rest periods, split shifts with several duty periods during one workday, a reduction in their qualification requirements, temporary instead of permanent employment, and a reduction in maintenance costs, causing operation problems for the drivers. This last practice by the contractors gave the bus transport companies operation and quality problems because of high rates of sickness absenteeism and staff turnover. The consequence was cancellations, delays, and mistakes caused by inexperienced drivers. In addition, the companies had image problems because of customer complaints and negative media coverage.

It is perhaps this experience more than legislation that has made the bus transport companies as the outsourcers place a higher priority on health and safety, but the bus transport companies are uncertain of the impact of a higher priority placed on health and safety. How strong health and safety requirements can be made? Will the cost of bus transport increase due to the health and safety requirements? In cases A and B, however, it turns out that, in practice, the health and safety requirements have had no impact on the choice of tender and signing of contracts. Also contractors who have made what may be characterized as non-conditional tenders, have won contracts with these transport companies. In companies C and D, health and safety have played a significant role in the awarding of contracts. The contractors acknowledged this fact and, in their tenders, gave health and safety a high priority.

Follow up after the contracts has been concluded to be necessary for practical implementation of the requirements in the contracts. If the transport company shows no interest in health and safety in the subsequent operation phase, the contractor and the drivers could easily interpret this to mean that health and safety is given a low priority. Again, there is a difference between the four cases. The follow up is not comprehensive in any of the cases under study It is almost absent in cases A and B but slightly more comprehensive in case C and most comprehensive in case D.

Even if no actual control is made of whether the health and safety requirements in the tender invitation are carried out in practice, the parties' day-to-day collaboration on schedules and quality is of great significance for health and safety. The results of the study indicate a tendency towards greater inclusion of drivers in these matters. Their influence on their working day and their possibility for receiving a response from both the contractor and the transport company on matters regarding day-to-day operation is important with respect to how they experience health and safety measures. In bus operations in Denmark, there seems to be a trend towards tripartite collaboration that is both concerned with health and safety directly and indirectly through the three parties' collaborating on schedules and quality issues.

PERSPECTIVES

Outsourcing is spreading rapidly within both the private and public sector. This study of the public bus transport in Denmark illustrates some of the health and safety problems arising from this as well as some of the possibilities for addressing them. In this section, we examine the perspectives for health and safety of the outsourcing of bus transport and then consider the general perspectives on outsourcing and the employer responsibility for health and safety.

When services such as bus transportation are outsourced, a key part of the traditional employer's responsibility is assumed with the client who is outsourcing the transport task. It is a result of the fact that the contractor according to the legislation is the employer but is not in a position to exercise full control of the work due to a number of conditions and constraints laid down by the outsourcer. This is especially so for health and safety. The client does not want to take over this responsibility as he/she to some extent sees the release from the employer's responsibility as part of the reason for outsourcing.

However, it seems evident that the outsourcer position, in particular, in a highly competitive market has detrimental effects on the health and safety. This conclusion is supported by the literature. For example, Netterstrom and Hansen (2000) provide such evidence in a study of bus drivers, and Quinlan, Mayhew and Bohle (2001a), on a more general level. However, after 10–15 years of outsourcing, it is also evident from this study that clients have an interest in ensuring a certain minimum standard for health and safety. Competition based on price has in this study demonstrated a negative effect on quality as well as on health and safety. Problems related to absenteeism and staff turnover arise, which make it difficult for the bus transport companies to maintain the necessary level of quality; in particular, the regularity requirement is difficult to meet for inexperienced drivers. Moreover, as publicly owned companies, they also turn out to be sensitive to political pressure. Hence the transport companies want to avoid criticism of both poor quality and a hazardous health and safety standard, and the drivers and their unions actively take advantage of their fear of criticism. Consequently, it seems as if the transport companies are beginning to give higher priority to health and safety. So far, it is but a modest development, and it is uncertain how far it can continue without a stronger pressure from the outside.

The Danish legislative determination of the outsourcer's responsibility is not very comprehensive, but the extension of the outsourcer responsibility that was finally made in 2001 turned out to be a significant contribution as it forced the bus transport companies to take a view on health and safety. To

the actors in the transport companies who wanted to give higher priority to health and safety, it thus became more legitimate to spend resources on this matter. However, to reach the more "hesitant" transport companies, e.g. cases A and B, a significant tightening of the legislative requirements is necessary including a closer following-up by the authorities and the unions.

At the same time, it is favourable that a new practice seems to be developing where the three parties—the transport company, the bus contractor, and the employees—collaborate on health and safety and on the daily operation in general. This collaboration develops very gradually, however, and the transport companies are hesitant as they do not want to take over too much responsibility. Moreover, there is no tradition for such tripartite collaboration. Perhaps this development should also be seen in the light of a generally higher focus on human resources in business in Denmark (Hasle and Hvid, 2003) and abroad (Legge, 1995). Particularly within the service sector, the human factor is quite crucial so it is difficult for the bus transport company to leave this part of their core service entirely to an external bus contractor.

A New Relationship between Employer, Employees, and Clients

Outsourcing is spreading at a rapid pace both within the private and the public sectors. It has been demonstrated that this entails problems for health and safety. There are two reasons for this: one reason is a strong price competition, which may have detrimental effects on the workforce because the contractor is forced to reduce costs down; another reason involves a limitation of the employer's possibilities of taking a decision on the health and safety issue, as the client has laid down a number of conditions both in the invitation for tender and in the daily operation. This causes a fragmentation of the traditional employer's responsibility on which most countries base their health and safety legislation. In fact, this breaking down of the employer concept is also found in other studies (Marchington et al., 2005).

Thus, it is necessary to propose new legislation that includes the client's responsibility and the shared employer's role. However, enforcement of the legislation will pose a particular problem as it becomes difficult for inspectors to determine who is responsible for the conditions at the workplace undergoing inspection.

However, the bus example also suggests other possibilities for control of health and safety in the case of outsourcing. In this case study, the outsourcer begins to acknowledge that it is important to deal with the health and safety issue. The reason for that is that a low health and safety standard causes quality problems as well as it may cause image problems.

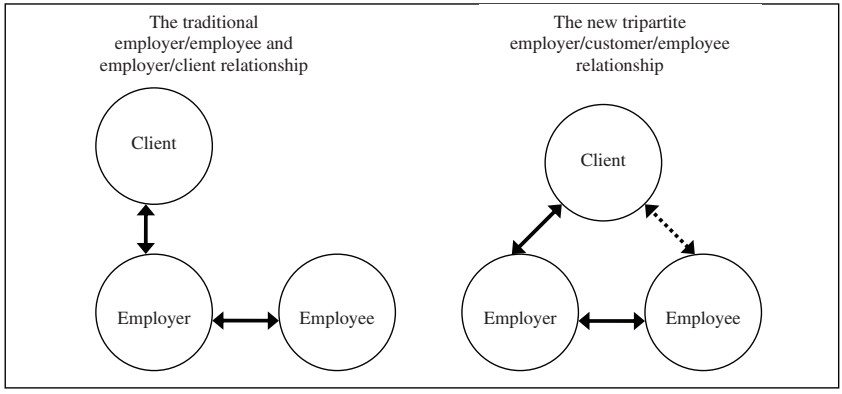
It may be a limited development, however, as the clients hardly wish to assume the same responsibility as they would if the job had been carried out in-house. In this case, the advantages of outsourcing may be too small. On the other hand, the client's need to exercise some basic control over health and safety allows authorities and labour unions to benefit from it in their effort to make an impact on health and safety in the development of new prevention strategies.

Although several studies from the English-speaking world point towards a stronger focus on short-term, opportunistic interests (Quinlan, Mayhew and Bohle, 2001a; Johnstone, Mayhew and Quinlan, 2001), this is apparently also a trend noticed in the UK. Marchington et al. (2005) indicated from intensive studies of both private and public outsourcing that clients, especially in the service industry, take an interest in their contractors' employees. The clients try to secure their loyalty and quality performance through various kinds of direct contact. However, this particular study does not mention health and safety as a significant issue.

Both the results of the present study and the one by Marchington et al. open the way to the possibility for a new interpretation of the traditional relationships between clients, employers, and employees (see figure 1).

FIGURE 1

The Traditional and the New Relationship between the Employer, Clients and Employees



Traditionally, employees have no formal relationship with a client; at most, employees render a certain service on behalf of their employer. However, new relations seem to evolve in the bus cases where the client is interested in direct contact with the employees. This contact may both have to do with the reporting of, possibly, problems related to operations

and with the three parties' joint problem solving. Similarly, the drivers' interests and loyalty are divided. On a short-term basis, they are paid by the bus contractor; since they know that the contractor may be replaced, their long-term interest may be with the transport company. Likewise, their loyalty towards their job may be maintained *vis-à-vis* the transport company. This tripartite relationship may cause a problem for the health and safety authorities as it gradually becomes more difficult for the labour inspector to clarify the line of responsibility and issue improvement notices. Also, it raises new strategic possibilities for the bus drivers and their unions. They are able to work with both the employer and the client directly to achieve a more healthier and safer workplace.

On the other hand, this also involves a new and emerging relationship requiring further studies in order to gain an overall impression of the magnitude of the direct relations between clients and employees and a better understanding of the constraints and possibilities involved. Important further questions would be to better understand the interests of both outsourcers and subcontractors, and the possibilities for authorities and unions to influence their behaviour.

REFERENCES

DEAKIN, S. 2001. "The Changing Concept of the 'Employer' in Labour Law." *Industrial Law Journal*, 30 (1), 72–84.

HANNERZ, H. and F. TUCHSEN. 2001. "Hospital Admissions among Male Drivers in Denmark." *Occupational and Environmental Medicine*, 58 (4), 253–260.

HASLE, P. and H. HVID. 2003. "Current Work Politics." *Human Development and Working Life*. H. Hvid and P. Hasle, ed. Aldershot: Ashgate.

HASLE, P. and J. PETERSEN. 2004. "The Role of Agreements between Labour Unions and Employers in the Regulation of the Work Environment." *Policy and Practice in Health and Safety*, 2 (1), 5–22.

JOHNSTONE, R. 2005. *Regulation Occupational Health and Safety in a Changing Labour Market*. Canberra: National Research for Occupational Health and Safety Regulation, Australian National University.

JOHNSTONE, R., C. MAYHEW and M. QUINLAN. 2001. "Outsourcing Risk? The Regulation of Occupational Health and Safety where Subcontractors are Employed." *Comparative Labor Law and Policy Journal*, 22, 351–393.

JOHNSTONE, R., M. QUINLAN and D. WALTERS. 2005. "Statutory Occupational Health and Safety Workplace Arrangements for the Modern Labour Market." *Journal of Industrial Relations*, 47 (1), 93–116.

KOMPIER, M. A. J. and V. DIMARTINO. 1995. "Review of Bus Drivers Occupational Stress and Stress Prevention." *Stress Medicine*, 11 (4), 253–262.

KVALE, S. 1996. *An Introduction to Qualitative Research Interviewing*. Thousand Oaks: Sage.

LEGGE, K. 1995. *Human Resource Management: Rhetorics and Realities.* London: Macmillan Business.

MARCHINGTON, M., D. GRIMSHAW, J. RUBERY and H. WILLMOTT. 2005. *Fragmenting Work: Blurring Organizational Boundaries and Disordering Hierarchies*. Oxford: Oxford University Press.

MAYHEW, C. and M. QUINLAN. 1999. "Subcontracting and Occupational Health and Safety in the Residential Building Industry." *Industrial Relations Journal*, 28 (3), 192–205.

MAYHEW, C., M. QUINLAN and R. FERRIS. 1997. "The Effects of Subcontracting/Outsourcing on Occupational Health and Safety: Survey Evidence from Four Australian Industries." *Safety Science*, 25 (1–3), 163–178.

MINISTRY OF EMPLOYMENT. 2001. Bekendtgørelse om pligter efter lov om arbejdsmiljø i forbindelse med udbud af tjenesteydelser. 1109 Copenhagen.

NETTERSTROM, B. and P. LAURSEN. 1981. "Incidence and Prevalence of Ischemic-Heart-Disease among Urban Bus-Drivers in Copenhagen." *Scandinavian Journal of Social Medicine*, 9 (2), 75–79.

NETTERSTROM, B. and K. JUEL. 1988. "Impact of Work-Related and Psychosocial Factors on the Development of Ischemic Heart-Disease among Urban Bus Drivers in Denmark." *Scandinavian Journal of Work Environment & Health*, 14 (4), 231–238.

NETTERSTROM, B. and P. SUADICANI. 1993. "Self-Assessed Job-Satisfaction and Ischemic-Heart-Disease Mortality: A 10-Year Follow-Up of Urban Bus Drivers." *International Journal of Epidemiology*, 22 (1), 51–56.

NETTERSTROM, B. and A. M. HANSEN. 2000. "Outsourcing and Stress: Physiological Effects on Bus Drivers." *Stress Medicine*, 16 (3), 149–160.

QUINLAN, M. 2000. "The Implications of Labour Market Restructuring in the Industrialized Societies for Occupational Health and Safety." *Economic and Industrial Democracy*, 20 (3), 427–460.

QUINLAN, M. and C. MAYHEW. 1999. "Precarious Employment and Workers Compensation." *International Journal of Law and Psychiatry*, 22 (5–6), 491–520.

QUINLAN, M., C. MAYHEW and P. BOHLE. 2001a. "The Global Expansion of Precarious Employment, Work Disorganization, and Consequences for Occupational Health: A Review of Recent Research." *International Journal of Health Services*, 31 (2), 335–414.

QUINLAN, M., C. MAYHEW and P. BOHLE. 2001b. "The Global Expansion of Precarious Employment, Work Disorganization, and Consequences for Occupational Health: Placing the Debate in a Comparative Historical Context." *International Journal of Health Services*, 31 (3), 507–536.

ROBENS, Lord A. 1972. *Report of the Committee of Inquiry into Safety and Health at Work*. Cmnd 5034. London: HMSO.

TUCHSEN, F. and L. A. ENDAHL. 1999. "Increasing Inequality in Ischaemic Heart Disease Morbidity among Employed Men in Denmark 1981–1993: The Need for a New Preventive Policy." *International Journal of Epidemiology*, 28 (4), 640–644.

WIEGMAN, I.-M., K. MATHIESEN and P. HASLE. 2004. *Arbejdsmiljø ved udbud af busdrift.* Copenhagen: CASA.

WILTHAGEN, T. 1994. "Reflexive Rationality in the Regulation of Occupational Safety and Health." *Reflexive Labour Law: Studies in Industrial Relations and Employments Regulation.* R. Rogowski and T. Wilthagen, ed. Deventer: Kluwer Law and Taxation Publishers.

RÉSUMÉ

Impartition et responsabilité des employeurs : une étude de cas en santé et sécurité au travail dans le secteur du transport public au Danemark

La sous-traitance dans le secteur des services crée une autre division verticale du travail entre le sous-traitant et le donneur d'ouvrage. Ceci se traduit par le fait que l'entrepreneur, à titre d'employeur officiel, ne peut exercer le même degré de contrôle sur les activités quotidiennes, dont la santé et la sécurité au travail. Le sous-traitant devient alors un nouvel intermédiaire entre l'employeur et ses salariés. La nouvelle relation tripartite soulève des questions quant à la responsabilité de l'employeur en matière de protection des travailleurs qui constitue depuis le XIXe siècle l'épine dorsale de la législation en santé et sécurité au travail.

Selon la littérature (voir, par exemple, une recension effectuée par Quinlan, Mayhew et Bohle, 2001), la sous-traitance peut exercer une influence significative et négative sur la santé et la sécurité des salariés. Des vingt-neuf articles traitant de l'impartition, vingt-trois concluent que la sous-traitance entraîne des conséquences négatives sur la santé et la sécurité au travail, alors que six arrivent à des conclusions incertaines. Quinlan et ses collègues ont identifié trois facteurs à l'origine des problèmes de santé et de sécurité dans les entreprises qui recourent à la sous-traitance : la pression économique découlant de la concurrence croissante, les difficultés rencontrées dans l'exercice d'un contrôle efficace en santé et sécurité et les difficultés éprouvées par les organismes de surveillance dans l'exercice d'un contrôle des lieux de travail. L'imprécision quant à la responsabilité de l'employeur vient peut-être servir de fondement à ces préoccupations. Qui est en position ou non de surveiller la santé et la sécurité au travail : l'employeur officiel ou le sous-traitant ?

Un des secteurs ayant connu une sous-traitance marquée au cours des dix ou quinze dernières années est celui du transport public par autobus au Danemark et des recherches ont souligné les effets négatifs de l'impartition

dans le domaine de la santé et de la sécurité au travail (Netterstrom et Hansen, 2000). En retenant le transport d'autobus à titre d'exemple, l'objectif de cette étude est d'analyser de quelle manière la sous-traitance dans l'industrie des services modifie la responsabilité des employeurs en matière de santé et de sécurité.

Cet essai se base sur une étude des pratiques de sous-traitance dans quatre entreprises danoises de transport public régional au cours de l'année 2002–2003. Il comprend l'analyse minutieuse de documents d'offre de services et d'entrevues en profondeur avec les entreprises de transport public par autobus agissant comme sous-traitants, avec des dirigeants et des délégués syndicaux, agissant à titre de représentants en matière de sécurité à l'emploi des entrepreneurs. Le but consistait à rassembler de l'information sur la marge de manœuvre d'un sous-traitant et d'un entrepreneur dans l'exercice de la surveillance en matière de santé et de sécurité et sur la manière dont ils se partageaient la responsabilité dans ce domaine. De plus, on voulait obtenir de l'information sur ce dont disposaient les conducteurs d'autobus et les représentants dans l'exercice d'une influence sur le sous-traitant et sur l'entrepreneur.

L'étude démontre que, suite à l'implantation de la sous-traitance, le contrôle opérationnel fut divisé entre l'entrepreneur et la compagnie de transport, et l'entrepreneur, à titre d'employeur officiel, est devenu moins apte à exercer un contrôle en matière de santé et de sécurité. Les entrevues dans les quatre compagnies de transport par autobus montrent qu'elles savent qu'elles doivent assumer une certaine responsabilité en santé et sécurité; jusqu'à quel point cependant diffère grandement entre elles. En effet, les entreprises de transport par autobus font face à un dilemme : d'un côté, elles exercent un certain niveau de surveillance en santé et sécurité en vue de satisfaire aux exigences de la législation et en vue d'assurer la qualité du service; d'un autre côté, elles tentent d'éviter la partie de la responsabilité de l'employeur officiel qui, selon la loi, revient à l'entrepreneur ayant à son service les chauffeurs d'autobus. De plus, au cours des années 1990, les entreprises de transport ont connu des problèmes de qualité, qui découlaient en grande partie d'une concurrence sévère au niveau des prix, entraînant alors une détérioration des conditions de travail des chauffeurs et des taux élevés d'absentéisme et de roulement.

Le résultat de ce développement est que les entreprises de transport par autobus ont inclus des exigences plus strictes en termes de santé et de sécurité au travail dans leurs documents d'invitation à des appels d'offre, mais elles se sont montrées plutôt réticentes à donner suite à ces exigences après la conclusion d'un contrat. Cependant, nous avons décelé une caractéristique intéressante : toutes les entreprises de transport par autobus ont établi des contacts plus étroits entre les entrepreneurs et les chauffeurs

d'autobus. Entre autres, elles ont mis sur pied des comités tripartites, qui discutent de problèmes quotidiens et reliés aux activités et qui, par la suite, se transforment en un forum où l'on débat des questions propres à la santé et la sécurité. Cela constitue alors un moyen pour les chauffeurs d'exercer un impact sur les compagnies de transport et sur les entrepreneurs. Nous avons également observé que les chauffeurs d'autobus utilisent intensément cette occasion pour mettre un peu plus de pression à la fois sur les compagnies de transport et sur les entrepreneurs.

Comme il est bien démontré dans les écrits sur le sujet que la sous-traitance des activités de services exerce un effet désastreux sur la santé des salariés, les conclusions de cette étude montrent qu'une explication réside dans le fait que le sous-traitant à titre d'employeur officiel détient un contrôle limité sur la santé et la sécurité. Cela devient un élément important d'une législation qui devrait délimiter de façon précise les responsabilités respectives du sous-traitant et de l'entrepreneur, et on se rend compte que la législation danoise est faible sur ce point. Cependant, le fait que le sous-traitant, dans ce cas la compagnie de transport par autobus, cherche activement à exercer une influence sur les normes de santé et de sécurité s'appliquant à l'entrepreneur constitue également un nouveau développement. Cette nouveauté est aussi observée dans d'autres enjeux au Royaume-Uni (Marchington et al., 2005). Une conséquence possible de ce phénomène fait en sorte que la relation traditionnelle bipartite entre employeur et employés se transforme en relation tripartite, où les employés ont un contact direct avec leur employeur et le sous-traitant. Un tel développement devrait se traduire chez les chauffeurs par de plus grandes occasions de parer aux conséquences négatives de l'impartition.