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Collective bargaining in the platform economy: A mapping exercise of existing initiatives

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Mariagrazia Lamannis

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**Collective bargaining
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European trade union institute

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Abstract

This paper presents the results of a mapping of social dialogue and collective bargaining experiences in the European platform economy. Building on a descriptive analysis of the initiatives, the report provides insights into collective bargaining strategies and factors that have led platforms to negotiate. It focuses on empirical and legal ‘obstacles’ encountered – both before and after negotiations – as well as on emerging good practices.

With traditional unions playing the lead role, most initiatives are collective agreements concluded at company level. It also emerges that smaller platforms are more willing to engage in social dialogue, while larger players still have an attitude of avoidance as regards collective bargaining and labour law protections. Although collective agreements have marked an improvement in working conditions, many platform workers still do not have sufficient protection, and issues related to the peculiarities of the platform economy need to be better addressed. Coordinated and collaborative action by various actors (informal and traditional trade unions, institutions, consumers) is then suggested as a way to improve working conditions and simultaneously support companies complying with the law and collective agreements – hence effectively challenging the narrative of the economic unsustainability of labour protections in the platform economy.

Introduction

Over the past few years, and even more so during the Covid-19 pandemic (Eurofound 2020a; Fairwork 2020; Schreyer 2021), the working conditions of platform workers have attracted strong concern, leading established trade unions and newer workers' organisations to call for better regulation. Misclassification, health and safety issues, unfair wages, unlimited and/or undefined working time, rating systems and possible algorithmic discrimination (Bérastégui 2021; ILO 2021) are just a few of the issues that are motivating workers and their representatives to demand a different regulatory framework, whether through mobilisation (Joyce et al. 2020; Trappmann et al. 2020) or litigation.

While national legislators¹ are often reluctant – or too slow – to intervene, and pending the final approval and subsequent implementation of the European Commission proposal for a Directive on 'improving working conditions for platform workers' (European Commission 2021a), various courts in Europe (and elsewhere) are still categorising the employment relationship of platform workers in different ways (De Stefano et al. 2021), albeit with a prevailing trend towards considering them as employees (Aloisi 2022). In this scenario, trade unions strive to conclude collective agreements with platforms at national and company level to provide an immediate response to workers' protection needs. Thus, notwithstanding the ongoing doctrinal debate on the status of platform workers and their access to collective bargaining (Biasi 2018;

1. As is well known, there are major 'exceptions' in France (Law No. 2016-1088 of 8 August 2016), Italy (Law No. 128/2019, amending Legislative Decree No. 81/2015) and Spain (Real Decreto-ley 9/2021). Moreover, in Portugal, a legal regime for platforms providing individual and remunerated transport of passengers has been established by law (Lei No. 45/2018, De Stefano et al. 2021), while in Germany it seems that the new government will not implement the idea of the former Federal Ministry of Labour and Social Affairs to design a regulatory framework to ensure fair conditions for platform workers (Fairwork 2022). With regard to France, academics are arguing that the legislative policy is implicitly shaping a sort of third status between self-employment and employee status, by granting workers' individual and collective rights (see also Section 1). Moreover, a legal presumption of employment for platform workers will be in force in Belgium from 1 January 2023 (Granado Aranzana 2022).

Countouris et al. 2021; Rainone and Countouris 2021; Schömann 2022),² several collective agreements have been signed in Europe – not without legal and practical obstacles and organisational challenges (ILO 2021; Johnston 2020; Roşioru 2022).

This report aims to share the results of a mapping exercise of collective bargaining and social dialogue experiences in the platform economy in Europe, seeking to provide an overview of the actors involved, the rights achieved, the obstacles encountered and recurring strategies (where identified). Collective bargaining is here intended to signify the traditional process where trade unions negotiate with employers or employers' associations in order to reach a collective agreement that is binding on all the parties represented. Social dialogue, however, is meant to cover all initiatives in which collective bodies that are not necessarily trade unions or employers' associations (e.g. public authorities) participate, with a view to negotiating an agreement that might not be binding in itself (see, in general, Section 1). The goal is to see how these agreements deal with the issue of the classification of the employment relationship and, more broadly, to assess whether they have succeeded in improving the working conditions of platform workers.

Industrial relations in the platform economy should perhaps still be considered to be at an embryonic stage, thus any definitive conclusion should, for now, be avoided. However, the number of registered initiatives (52) is substantial enough to attempt an initial assessment or, at least, to portray the current situation and begin to question it. From one point of view, this leads to investigating whether collective bargaining is proving to be the ideal 'tool' to regulate platform work, by striking a balance between workers' protection needs and the flexibility required by the specific organisational models of each platform (Prassl 2018; Eurofound 2020b; De Stefano and Taes 2021; Miranda Boto 2022). Moreover, an analysis of the social partners' approach in relation to the results obtained in some industries – mainly food delivery – could be useful in considering the possibility of testing these strategies elsewhere, even outside the platform economy.

This report is organised as follows. Section 1 focuses on the method used to carry out the mapping, outlining the approach, sources, factors considered and data verification process. Section 2 then gives a general overview of the mapping results, providing information on the initiatives, looking at geographical distribution, industries addressed, type of initiative, actors involved and main goals of the initiatives. Section 3 comments on the main findings of the mapping, highlighting the different approaches to collective

2. While presenting the aforementioned proposal for a Directive, the European Commission launched a public consultation on 'Draft guidelines on the application of EU competition law to collective agreements of solo self-employed people' (C(2021) 8838 final, Brussels, 9.12.2021 and C(2021) 8838 final ANNEX, Brussels, 9.12.2021). The purpose of the guidelines is 'to make sure that EU competition law does not stand in the way of certain solo self-employed people's efforts to improve collectively their working conditions [...], in cases where they are in a relatively weak position', covering both online and offline situations.

bargaining itself and to the definition of the content of collective agreements. This section also focuses on the outcomes of cooperation between traditional trade unions and other platform workers' organisations and on the possible role of institutions and consumers in addressing specific issues. Then, before moving on to some final remarks, Section 4 covers empirical as well as legal 'obstacles' that have been encountered in relation to collective bargaining in the platform economy – both before and after negotiations. Finally, an Annex contains a full list of the initiatives collected throughout the mapping activity.

1. Methodology

As mentioned in the introduction, this report presents the results of a mapping exercise on collective bargaining and social dialogue initiatives in the platform economy in Europe. This mapping was last updated in September 2022, and it was carried out in three steps: (1) general information gathering; (2) classification of the initiatives recorded and initial analysis of relevant aspects; (3) verification of the comprehensiveness and accuracy of the information gathered, through discussion with country experts on the issue (academics, researchers, trade unionists).

The first step was implemented by consulting institutional and research project databases, labour law and sociological literature, as well as grey literature – the latter being specifically useful in searching for news about failed or ongoing negotiations.

The databases accessed are the following:

- *Digital Platform Observatory*:³ the Observatory is a joint initiative of the ETUC (European Trade Union Confederation), the IRES (*Institut de Recherches Économiques et Sociales*) and ASTREES, funded by the European Commission. It brings together trade unionists, activists and experts on workers' representation and collective action in the platform economy. Its website provides a collection of both legal cases and social dialogue and workers' representation initiatives concerning platform work.
- *Eurofound – platform economy database*:⁴ this database offers 'information on publications, articles, court cases, initiatives and other outputs related to platform work, or those forms of work that are organised and mediated through online platforms (websites and apps)', targeting the 27 EU Member States and the UK until its withdrawal from the European Union on 31 January 2020.
- *Gig Economy – OpenCorporation database*:⁵ this is one of the main achievements of a project promoted by the Italian trade union FIL-

3. Available here: <https://digitalplatformobservatory.org>.

4. Available here: <https://www.eurofound.europa.eu/data/platform-economy/records>; and here: <https://www.eurofound.europa.eu/it/data/platform-economy/initiatives>.

5. Available here: <https://gigeconomy.opencorporation.org/?lang=en>.

CAMS-CGIL,⁶ in partnership with and supported by European and international trade union federations, such as the ETUC, Comissions Obreres (CCOO) de Catalunya, the European Federation of Food, Agriculture and Tourism Trade Unions (EFFAT), the Nordisk Union, etc. This database is fairly comprehensive and covers legislation, case law, organising experiences and collective bargaining at the sectoral, company and institutional levels.

- *Gig work news-tracker*:⁷ this is an open-source, collaborative database, set up in December 2020 and updated until 2021 as part of a research project by the School of Social Policy of the University of Birmingham. It mainly collects news and media articles on the gig economy.

The gathering process had no specific industry and/or time constraints, because the goal was to trace back any relevant initiative dealing with platform work in Europe. Therefore, both location-based and online web-based platforms are covered. The former are understood to be platforms ‘where tasks are performed at a specified physical location by individuals such as taxi drivers and delivery workers’ (ILO 2021: 31), while the latter are intended as meaning those platforms ‘where tasks are performed online and remotely by workers and are allocated to a crowd (on micro-task and competitive programming platforms) or to individuals (on freelance and contest-based platforms)’ (ILO 2021: 31).

Moreover, countries outside the EU were considered, because several platforms operate across Europe (De Groen et al., 2021), and sometimes innovative business models tested in a certain country are then applied to others (such as the Just Eat Scoober model). Since no initiatives were reported in large countries where the platform economy is fairly widespread, such as France and the Netherlands, experts were required to confirm that there is currently no collective agreement specifically covering platform workers and no relevant negotiations are taking place.

The aim of the mapping is to see how, overall, social dialogue has been – or has attempted to be – expressed so far. Hence, unless otherwise specified, when we are referring generally to registered initiatives, negotiations (including failed ones) and agreements no longer in force are also included. Social dialogue is here conceived, according to the ILO definition,⁸ ‘to include all types of negotiation, consultation or simply exchange of information between, or among, representatives of governments, employers and workers, on issues of common interest relating to economic and social policy’. It may be a ‘tripartite’ process, when the government is an official party to the dialogue, or a ‘bipartite’ one,

6. FILCAMS is the Italian Federation of Commerce, Hotels, Canteens and Services Workers, a member of the CGIL (Confederazione Generale Italiana del Lavoro).

7. Available here: <https://www.gigwell.org/resources/gigworknews-tracker>.

8. These processes can be informal or institutionalised, or a combination of both, and they can take place at national, regional or enterprise level. See [%20%20a](https://www.ilo.org/ifpdial/areas-of-work/social-dialogue/lang--en/index.htm).

when relations are established ‘only between labour and management (or trade unions and employers’ organisations), with or without indirect government involvement’. Consequently, collective bargaining ‘is an important form of social dialogue’ (ILO 2011: 4) aimed at reaching a collective agreement (ILO 2011: 15).

The second step of the method consisted of two distinct phases: firstly, reading and analysing the content of the agreements and documents (see the Annex for more details), the text of which, with very few exceptions, was publicly available; secondly, mapping the initiatives based on a classification on the basis of codes identified by the author throughout the research as emerging from the results of the analysis itself.

The codes used were the following (Figure 1):

Figure 1 Codes and definitions

Code	Definition
Countries covered	EU and non-EU European countries
Name of the initiatives	Official name of the initiative and/or name of the parties together with the type of initiative
Date	Initiatives are dated from 2016 to 2022
Type of agreement	<ul style="list-style-type: none"> • Collective agreements • (Use of the) Framework/agreements on temporary agency work • Institutional agreements • Voluntary agreements and declarations
Adhering to existing collective agreement	<ul style="list-style-type: none"> • Yes/no
Industry	The area of activity of the platform. The following industries were identified: car rental and ride-hailing, cleaning, crowd working, delivery, food delivery, grocery shopping, translation services, platforms covering various gigs/tasks, other services.
Number of actors involved	<ul style="list-style-type: none"> • Bipartite • Tripartite (when a third party additional to trade unions/ other workers’ organisations and platforms/platform organisations is involved)
Actors involved	Kind of trade union/other workers’ organisation; institution involved (local and/or governmental authority), if any
Platforms	Name of the platform/platform organisation
Categorisation of the employment relationship	<ul style="list-style-type: none"> • Employees • Self-employed • ‘Third status’ (e.g. Spanish TRADEs and UK workers) • Not specified or not relevant to the scope of the agreement • ‘Opt-in/out’ system (when it is the worker who chooses to remain self-employed or to become an employee)
Status of the negotiations	<ul style="list-style-type: none"> • Ongoing, failed, succeeded
Coverage of agreement/initiative	<ul style="list-style-type: none"> • Local/regional • Company level • Industry level

Source: Author’s elaboration

More specifically, the following types of social dialogue initiatives were identified (see Section 2.4):

- ‘Collective agreements’: referring to both the conclusion of new collective agreements (at national/industry, company or local level) specifically designed to cover platform workers and the modification/extension of existing collective agreements to include those workers in the scope of the agreement. Personal scope, coverage and main issues addressed by the agreements were targeted, together with the approach and reasons that could have led social partners to choose a specific level of regulation;
- ‘(Use of the) Framework/agreements on temporary agency work’ (TAW): here the platform is a temporary employment agency; consequently, the regulatory framework on TAW applies, and its workers are covered by collective agreements on temporary agency work (Jesnes et al. 2019);
- Institutional agreements:⁹ experiences of dialogue between social partners and institutions, namely governmental and/or local authorities. These are protocols, joint declarations and agreements to which the institution is a signatory party and thus actively involved in the negotiation and implementation of the agreement;
- ‘Negotiations’ aimed at concluding a collective agreement, considering both those still under way and those that have failed. Possible causes of negotiation failure, where identified, have been reported;
- ‘Voluntary agreements and declarations’ (Heiland 2020): documents setting voluntary commitments for platforms, limited in scope and legally weak, including codes of conduct, manifestos, declarations and best practice agreements (Brockmann 2022; Heiland 2020; Prassl 2018).

It is worth noting that, given the distinct and uncertain nature of Smart in Belgium (see Section 2.3.), the agreement between Smart, Deliveroo and Take Eat Easy is not considered here to be a collective agreement. Some have, in fact, argued that it should be regarded as a commercial contract between economic operators regulating the provision of employees (Delchevalerie and Willems 2020), because it was not actually concluded between one or more employers’ organisations (platforms did not officially have this status) and one or more workers’ organisations. Thus, given the triangular relationship between Smart, the platforms and couriers, the agreement is treated, for the purpose of classification in this report only, as falling within the temporary agency work framework.

9. This definition is taken from the Gig Economy OpenCorporation database, albeit used in a broader sense here.

Moving on to the actors involved, parties on the workers' side and third parties were identified as follows:

- ‘Institutions’: governmental or local authorities, such as municipalities, regions and prefectures (*prefecture*, i.e. government representative offices in each province, in the case of Italy) and the Minister of Labour. Their involvement in social dialogue has often derived from the attempts of workers' organisations to draw the attention of political authorities and consumers to the precarious working conditions experienced by workers (Joyce and Stuart 2021; Lassandari 2018; Roşioru 2022; Vandaele 2022). When this involvement has resulted in the promotion of and adherence to an agreement by the institution itself, it has been addressed under the category of ‘institutional agreements’;
- ‘Other workers’ organisations’: informal and more recent organisations, which have emerged from the spontaneous self-organisation of platform workers and, as a result, usually represent only platform workers (Jesnes et al. 2021; Joyce and Stuart 2021; Sabanova and Badoi 2022). These bottom-up organisations are often active at urban/local level, use alternative approaches and are politically more radical than traditional trade unions. Since they adopt different forms, both union and non-union (Joyce and Stuart 2021; Vandaele 2022), attention here is drawn to organisations that describe themselves or act as unions (e.g. Riders Union Bologna), thus excluding purely online networks. The report considers cases of direct/indirect participation of these organisations in the social dialogue or bargaining process, alone or in collaboration with traditional trade unions (Jesnes et al. 2021; Vandaele 2018). More specifically, the definition of ‘other workers’ organisations’ includes: the Wolt Workers Group, active in Denmark; the Spanish Asoriders (Asociación Española de Riders Mensajeros) and AAR (Asociación Autónoma de Riders); Riders Union Bologna and the Rider X i Diritti (Riders for Rights) network in Italy (see Section 2.3);
- ‘Traditional trade unions’: these are ‘mainstream unions’, that is to say ‘those bodies that were formally recognised as part of a national trade union association and that were typically longstanding’ (Trappmann et al. 2020: 5); conversely, an independent union is not affiliated with a national confederal union. Throughout the report, the involvement of traditional trade unions through Works Councils has sometimes been mentioned to describe the overall scenario in which some initiatives took place and to emphasise the cooperation between different forms of workers’ organisation;
- ‘Unknown so far’ refers to negotiations where the actors on the workers’ side are not known at the moment, such as the Stuart and Rocket negotiations in Spain (see Section 2.3);

- ‘Yellow union’: this is traditionally a union set up and/or controlled by the employer which meets the company’s interests instead of those of the workers. The term is used when mass media reports, academics and even rulings have expressed concern about the authenticity of these trade unions.

Finally, as a third step in the mapping process, country experts¹⁰ were asked to check the collected data and to provide further information and clarifications about any missing initiative and about collective agreements applicable to platform workers, even if originally conceived to cover other industries/workers. For countries where no collective agreements had been identified, experts were also asked to explain whether, according to them, there was a link between their country’s regulatory framework and/or industrial relations system and the absence of agreements.

10. I should like to acknowledge the following for their invaluable help: Jesús Cruces Aguilera, Christian Berger, Odile Chagny, Paul De Beer, Daniele Di Nuzio, Lionel Fulton, Michael Gogola, Heiner Heiland, Anna Ilsøe, Arthur Jan, Sigurd Martin Nordli Oppegaard, Giorgio Pardini, Niklas Selberg, Caroline Straub and Martin Willems.

2. Overview of the results

This section provides an overview of the results of the mapping, focusing on: (1) geographical and chronological distribution of the initiatives; (2) industries covered; (3) type of initiative; (4) actors involved; and (5) main issues addressed by the initiatives.

2.1 Geographical and chronological distribution of the initiatives

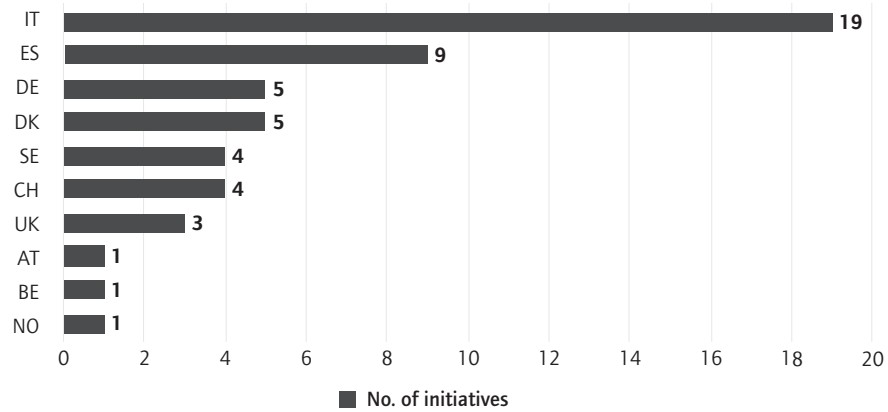
The mapping exercise provides a complete overview of where and when social dialogue initiatives (as broadly defined in the previous section) took place.¹¹ Even though the platform economy is quite widespread across Europe (Piasna et al. 2022), initiatives have been reported in only 10 countries: Austria, Belgium,¹² Denmark, Germany, Italy, Norway, Spain, Sweden, Switzerland and the United Kingdom. Data show (Figure 2) that most of the initiatives have taken place in Italy (19 out of 52), followed by Spain (nine) and the Nordic countries (five in Denmark, one in Norway and four in Sweden, respectively).

Quite surprisingly, no initiatives have been recorded in France (Conseil National du Numérique 2020; Sabanova and Badoi 2022) or in the Netherlands. This notwithstanding that the right to collective bargaining in France was extended to platform workers by the El Khomri Act in 2016, which, admittedly, applies only when the platform establishes the features of the service provided or of the goods sold and sets its/their price (Daugareilh 2019). More recently (April 2021), the French government adopted an *ordonnance* (ratified by Law No. 665/2021 on 28 September 2021) providing the basis for representation and social dialogue between platforms and their workers in two industries, transportation and delivery. According to experts, at the moment there are no negotiations under way, thus so far it remains an open question as to whether the law effectively supports collective bargaining in the

11. As mentioned above, and unless otherwise specified, in general references to registered initiatives, negotiations (including failed ones) and agreements no longer in force are also included.

12. When the editorial process on this paper had already been completed, a new collective agreement was concluded between ABVV-BTB and Uber in Belgium. This report does not, therefore, deal with this agreement, which is, however, included in the final Annex. Further information on the agreement is available here: <https://www.btb-abvv.be/en/news/1452-abvv-btb-and-uber-strike-historic-deal-for-thousands-of-drivers>.

Figure 2 Geographical distribution of the initiatives



Source: Author's elaboration

French platform economy.¹³ Meanwhile, in the Netherlands, the FNV union (Federatie Nederlandse Vakbeweging, the Dutch Trade Union Federation) has brought several cases to court to clarify whether platform workers are self-employed or employees (Gundt 2019): if they are considered employees, they are usually also covered by a collective agreement and thus benefit from the labour standards established therein. For instance, recently, the Amsterdam Court of Appeal ruled that the collective agreement for professional freight transport, signed by the trade unions FNV, CNV (Christelijk Nationaal Vakverbond, Christian Trade Union Federation) and De Unie, also applies to Deliveroo riders, since they were found to be employees (Schrijver 2021).

If we look at the initiatives from a chronological perspective, it emerges that the earliest of these actions took place in 2016-2017 in the Nordic countries (concerning Hilfr in Denmark and Instajobs and Gigstr in Sweden), immediately followed by Italy (with the Bologna Charter dating back to 2018). It thus seems that, in countries where the collective bargaining coverage is traditionally high, it was relatively easier to launch social dialogue in the platform economy. Almost simultaneously (2016-2017), the first works councils were established in Germany in the food-delivery industry because, at that time, Deliveroo and Foodora employed their workers. However, in October 2017, negotiations between Foodora and the Freie Arbeiterinnen und Arbeiter Union (FAU), an independent rank-and-file union, were cancelled (Heiland 2020: 32 and 41; Schreyer 2021). On the other hand, following the German

13. While it seems that the first negotiations will not be held before the end of 2022 or the beginning of 2023 (Sabanova and Badoi 2022), the implementation of these measures has been criticised in the media, including by CLAP (the Collective of Autonomous Platform Delivery Workers) and by trade unions such as the CGT (Confédération Générale du Travail). This is because it institutionalises a specific regulation for platform workers and excludes them from the rules specific to professional branches (See: CGT 2021; The Gig Economy Project 2022).

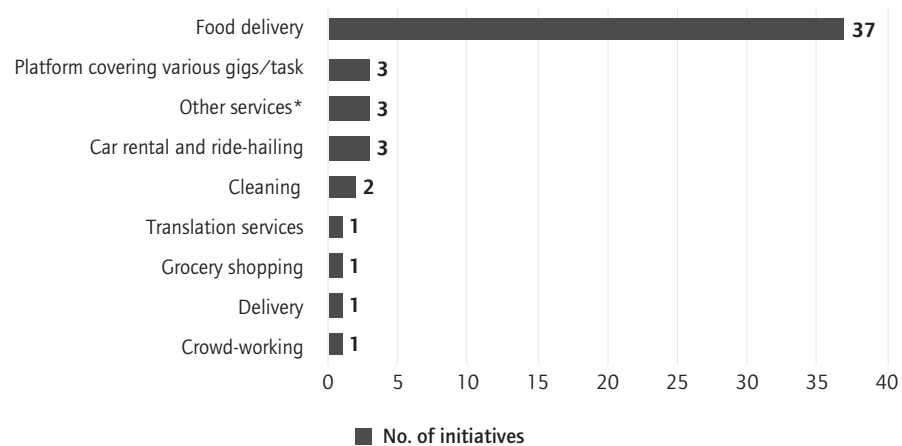
trade union IG Metall, nine trade unions from Austria, Sweden, Denmark, the USA and Canada signed the ‘Frankfurt Declaration’, while several platforms¹⁴ concluded the Crowdsourcing Code of Conduct (Brockmann 2022; Heiland 2020).

A significant increase in the number of initiatives was recorded from 2018 onwards (41 out of 52), with a peak in 2021, when 18 initiatives were observed. In contrast, six initiatives were recorded in 2018, nine in 2019, six in 2020 and four in 2022.

2.2 Industries covered

As Figure 3 shows, initiatives mainly concern location-based platforms (47 out of 52). Most of them deal with food delivery (37 out of 52) with very low coverage of other industries, such as car rental and ride-hailing (three), cleaning (two) and delivery (one).

Figure 3 Industries covered (No. of initiatives)



* Other services: services related to technology (Mila); services related to catering (Chabber); and the professional/teamwork service provided by Digital Work City (White Lybra). See the Annex for further information.

Source: Author’s elaboration

Only a few initiatives are related to services performed entirely online by workers: this is the case of the Vocaali agreement in the translation sector, of the above-mentioned Code of Conduct and of the White Lybra agreement in Italy.¹⁵ The latter is a company-level agreement supplementing

14. Testbirds, Clickworker, Content.de, Crowd Guru, Streetspotr, Wer denkt was (App Jobber), 24Insights (Shop scout) and BugFinders, supported by Deutscher Crowdsourcing Verband e.V.

15. The use of company collective bargaining in connection with an existing national collective agreement is common in Italy (see Section 3.1.1.).

certain provisions of the National Collective Agreement for Tertiary Sector Managers. It covers only managers of fully remote work teams created through the platform. Additionally, there are initiatives affecting platforms offering various tasks (e.g. the Frankfurt Declaration and the case of Gistr and Instajobs) and/or operating both online and offline (such as the Swiss Mila, providing services related to technology).

2.3 Actors involved

As regard the actors involved, the mapping has indicated which and how many parties are engaged in collective initiatives in the platform economy, both on the workers' and on the employers' side. When the process was 'tripartite', it was clarified whether the third party was engaged in negotiations only or was a formal party to the final agreement/document.

With reference to platforms, data show (Figure 4) a substantial involvement of relatively 'small' platforms in social dialogue, meaning platforms that are active only in a specific country and/or based in the same country as the trade unions. In this latter case (platforms based in the same country as the trade unions), engaging in social dialogue might have been facilitated by the fact that the platforms are relatively used to the bargaining traditions and industrial relations system of a given country (Ilsøe and Larsen 2021; Roşioru 2022).

In only two cases did platforms set up their own organisation:¹⁶ Assodelivery, in the food-delivery industry in Italy; and Swissmessengerlogistics (SML), which is the employers' association for urban courier services in Switzerland. Some platforms joined already existing organisations: that is the case for Austrian platforms, whose membership of the Austrian Chamber of Commerce as employers is mandatory (Heiland 2020), and for Belgium (where they are members of the employers' organisation in the retail sector, COMEOS). In Denmark, both platform companies and workers have joined established trade unions and employers' organisations (Munkholm 2020).

A further distinction is needed when looking at the workers' side, where different parties have also been active in establishing forms of cooperation with each other and with local and/or governmental authorities.

16. In the UK, a trade body representing the UK's sharing economy businesses was established in 2015: Sharing Economy UK (SEUK). Since 2021, SEUK has been part of the Confederation of British Industry, and it represents a wide range of platform businesses, from car-sharing and accommodation rentals to a world-leading online marketplace. Because of this variety, is not regarded here as an organisation of digital labour platforms, but it is worth noting that Uber and TaskRabbit are members. See <https://www.sharingeconomyuk.com>.

Figure 4 Platforms involved per country

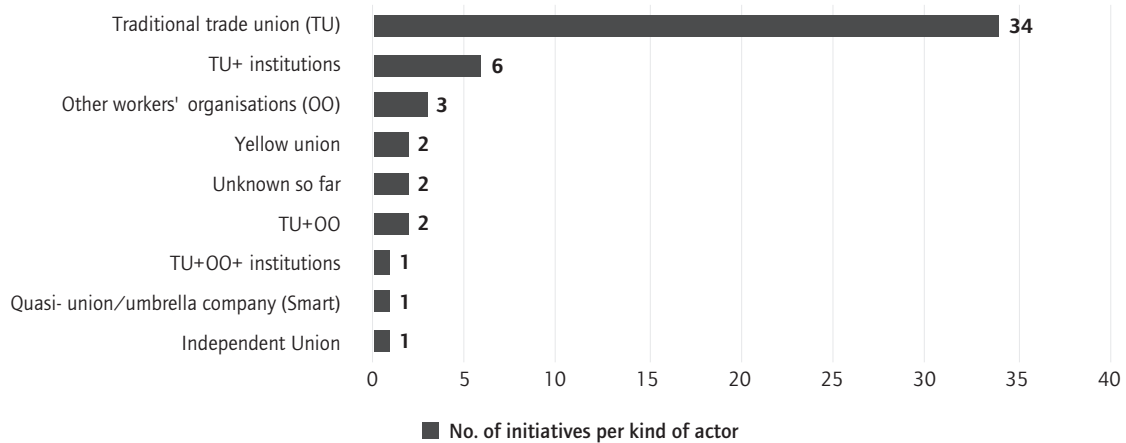
Country	Platforms/platform associations
Austria	<ul style="list-style-type: none"> Platform membership of the Austrian Chamber of Commerce is mandatory (Heiland, 2020).
Belgium	<ul style="list-style-type: none"> Deliveroo and Take Eat Easy
Denmark	<ul style="list-style-type: none"> Chabber (TWA) Hilfr Vocaali Just Eat
Germany	<ul style="list-style-type: none"> Testbirds, Clickworker, Content.de, Crowd Guru, Streetspotr, Wer denkt was (App Jobber), 24Insights (Shop scout) and BugFinders, supported by Deutscher Crowdsourcing Verband e.V. (Crowdsourcing Code of Conduct) Foodora Lieferando
Italy	<ul style="list-style-type: none"> Sgam, Mymenu and Domino's Pizza LaConsegna Runner Pizza Assodelivery (food delivery platforms association)¹⁷ White Lybra Montegrappa Tadan Takeaway.com Express Italy (Just Eat) Robin Food
Norway	<ul style="list-style-type: none"> Foodora
Spain	<ul style="list-style-type: none"> Deliveroo Uber and Cabify Glovo Uber Eats Stuart Rocket Takeaway Express Spain, s.l. (Just Eat)
Sweden	<ul style="list-style-type: none"> Gigstr (TWA) Instajobs (TWA) Bzst
Switzerland	<ul style="list-style-type: none"> Swissmessengerlogistics (SML, the employers' association for urban courier services)¹⁸ Mila Chaskis SA (mainly operating for Uber Eats) Smood
UK	<ul style="list-style-type: none"> Hermes Uber Deliveroo

Source: Author's elaboration

17. Its members are: Deliveroo, FoodToGo, Glovo, Social Food and Uber Eats. See: <https://assodelivery.it/chi-siamo>.

18. Its members are: Kurierzentrale, Veloblitz, Vélacité, VeloKurier Bern, VeloKurier Biel/Bienne, VeloKurier Luzern Zug, VeloKurier.sg, VeloKurier Winterthu, Velo Postale Geneve, Saetta Verde, VeloGourmet.ch, Krick Cyclomessagerie, Swiss Connect, Vélacité Valais, Vélacité Riviera, Notime and Chaskis. See: <https://swissmessengerlogistic.ch/fr.html>.

Figure 5 Types of trade union/workers' organisations and institutions involved (number of initiatives)



Source: Author's elaboration

Figure 6 Types of union/workers' organisations and institutions involved per country



Source: Author's elaboration

As Figures 6 and 7 highlight, traditional trade unions played the lead role in all countries, sometimes also in cooperation with other actors, namely institutions and/or other workers' organisations (as defined above in Section 1), as in Italy and Denmark. The definition of 'other workers' organisations' includes: (a) the Wolt Workers Group, which has been involved with 3F in negotiations with Wolt; (b) the Spanish Asoriders (Asociación Española de Riders Mensajeros, riders' association) and AAR (Asociación Autónoma de

Riders), which concluded two professional interest agreements for TRADEs (*trabajadores autónomos económicamente dependientes* – economically dependent self-employed workers) and a sectoral agreement on best practices in the food-delivery industry (see Annex); (c) Riders Union Bologna, which signed the Bologna Charter together with the CGIL (Confederazione Generale Italiana del Lavoro), CISL (Confederazione Italiana Sindacati Lavoratori), UIL (Unione Italiana del Lavoro) and the Municipality of Bologna; and (d) the Rider X i Diritti network, which took part in the negotiations for the Takeaway Express agreement in Italy, without signing it (see Section 3.2.).

A unique case is represented by Smart, the nature of which is, to some extent, ‘ambiguous’. In point of fact, Smart is a labour market intermediary, providing support to artists and other project-based workers, that signed, along with Deliveroo and Take Eat Easy (which went bankrupt in July 2016), a joint protocol to standardise pay structures and introduce some worker protection (Vandaele et al. 2019). Deliveroo, however, switched to a self-employed model and ceased cooperation with Smart in 2017, thereby avoiding being covered by a collective agreement (between Smart and the Confederation of Christian Trade Unions of Belgium, the General Labour Federation of Belgium and the Riders Collective) that was being negotiated at that time (Capiou and Lamine 2020). This led some to consider Smart to be an umbrella company¹⁹ or a cooperative (that is how Smart sees itself; Vandaele et al. 2019); others believe it is a quasi-union, since it partly assumed the responsibilities of the employer (by establishing an employment relationship with riders) and partly those of trade unions, expressing their concern about the platform (Vandaele 2018). As clarified in Section 1, given the triangular relationship between Smart, the platforms and couriers, the agreement is treated, for the purpose of classification in this report only, as falling within the temporary agency work framework.

In Italy, the Unione Shoppers Italia (a newly founded association representing shoppers) and UGL-rider are suspected of being yellow unions. The latter, to be more precise, has ‘absorbed’ the former Anar (Associazione nazionale autonoma dei riders), an independent association so close to the demands of the platform that it was the only trade union invited to negotiate the collective agreement (Recchia 2021b). As a matter of fact, a National Collective Agreement was signed between the UGL (Unione Generale del Lavoro) and Assodelivery in September 2020. But other trade unions challenged the agreement before the Courts, arguing that the UGL did not meet the representativeness requirements of the law and that the application of the agreement to workers was therefore illegal.²⁰ This was precisely the decision

19. There is no statutory definition of ‘umbrella company’, but in the UK it is ‘essentially a payroll company’. These companies are used by recruitment agencies to operate a PAYE (pay-as-you-earn) system for their workers. Usually, the umbrella company employs the agency workers, thus becoming their ‘employer’. See <https://www.tuc.org.uk/research-analysis/reports/umbrella-companies-why-agencies-and-employers-should-be-banned-using-them>.

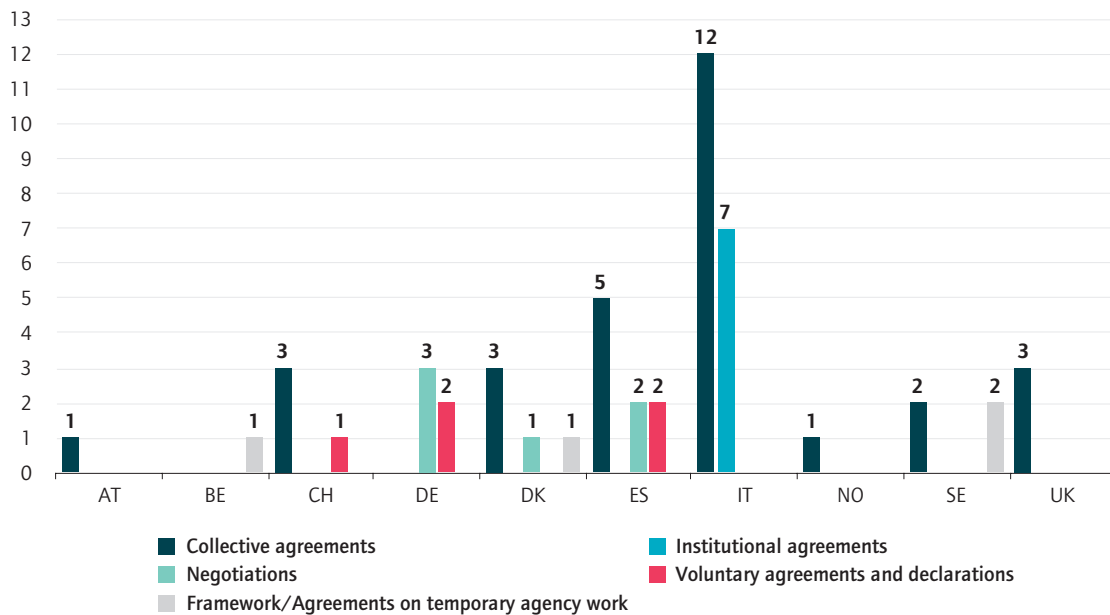
20. The Ministry of Labour also agreed with this, as stated in a letter available here: <https://www.politico.eu/wp-content/uploads/2020/09/minlab.pdf>

of the Court of Bologna in June 2021,²¹ which ordered Deliveroo to refrain from applying the agreement. This ruling then prompted the CGIL to launch a pioneering class action (being the first in Italy in the field of labour law) against Deliveroo – in a nutshell, to ask for the use of the agreement to be prevented for all the workers concerned (Razzolini 2021). Furthermore, the Court of Milan²² ascertained a violation of Article 17 of the Italian Workers’ Statute (which prohibits the employer from supporting trade unions by any means whatsoever), because the employer had invited workers to join the Unione Shoppers Italia.

2.4 Type of initiative

Five types of initiatives were identified (see Section 1): (1) collective agreements; (2) negotiations; (3) institutional agreements; (4) (use of the) framework/agreements on temporary agency work; and (5) voluntary agreements and declarations.

Figure 7 Type of initiative per country



Source: Author's elaboration

²¹. Court of Bologna, 30 June 2021.

²². Court of Milan, 28 March 2021.

Collective agreements

Most of the initiatives (30 out of 52) are collective agreements, including cases where an existing collective agreement has been modified and/or updated to cover platform workers. To be more precise, three main relevant approaches towards collective bargaining in the platform economy have been observed: (a) signing new collective agreements at industry/national level (six out of 30); (b) extending existing collective agreements from a specific industry to cover platform workers as well (four out of 30); and (c) entering into a company-level agreement (18 out of 30).

The only initiative that does not correspond to these approaches is the framework agreement concluded in 2019 by the Swiss Union Syndicom with 19 urban delivery companies, which are represented by the employers' association Swiss Messenger Logistics (SML). This is a multi-enterprise agreement but does not cover the whole sector, according to the SML website²³ and Article 4 of the agreement, stating that '*L'affiliation formelle à la CCT pour coursiers à vélo et services coursiers urbains n'est possible pour les employeurs de la branche qu'avec l'accord des parties signataires de la convention*' ('Employers in the sector may be formally affiliated to the Collective Employment Agreement for bicycle couriers and urban courier services only with the agreement of the signatories to the agreement'). This agreement was also joined by Chaskis (mainly operating for Uber Eats) in December 2021 (UNI Global Union 2021).

As for the first approach, only six agreements were completely new and concluded at industry/national level. These are the agreements between: (1) Vida and the Association for Freight Transport with the Austrian Chamber of Commerce; (2) the Danish Chamber of Commerce and 3F Transport (adhered to only by Just Eat); (3) Assogrocery (employers' association) and Unione Shoppers Italia (union); (4) UGL and Assodelivery; (5) CONFIMITALIA (Confederazione imprese italiane; employers' association), SNALP (Sindacato nazionale autonomo lavoratori e pensionati) and CONFAEL (Confederazione autonoma europea dei lavoratori; union confederation); and (6) CNL (Confederazione Nazionale del Lavoro; employers' association), FILD CONFISAL (Federazione italiana dei lavoratori dipendenti-Confederazione generale dei sindacati autonomi dei lavoratori) and FILD CIU (Confederazione Italiana di Unione delle professioni intellettuali; union confederation). The last three agreements all cover self-employed food-delivery couriers in Italy. Here, there may be an 'overlap' between agreements concerning the same industry. This is because, according to the principle of trade union freedom, as enshrined in the Italian Constitution (Article 39(1)), it is trade unions that define the boundaries of their activities and interests. To put it another way, industries are not predetermined by law, but the collective agreement itself determines the industry (D'Antona 1998). Concerning agreements Nos. 5 and 6, there is currently no information about any platform that is a member of

²³. See <https://swissmessengerlogistic.ch/fr.html>.

the signatory organisations and therefore bound by the agreements, but some platforms might join the agreement in the future, so this is something that needs to be monitored.

A broader overview of the second and third approach ((b) extending existing collective agreements from a specific industry to cover platform workers as well; (c) entering into a company-level agreement) will be given in the next section, but it is worth highlighting here that, in Italy, the National Collective Agreement (NCA) for Logistics has been updated twice (in 2018 and in 2020) to cover food-delivery couriers. In addition, the Spanish state collective agreement on the catering industry was changed on 19 March 2019 for the same purpose. Moreover, in June 2021, the Framework Agreement for the Hotel and Catering Sector in the Autonomous Community of the Basque Country was modified to include in its scope the staff of digital platforms and, among them, food-delivery couriers. As concerns the conclusion of company-level agreements, in many cases these were concluded within the framework of an existing industry-level agreement; sometimes, however, the very absence of an industry-level agreement may have facilitated the conclusion of the company-level agreement. In other cases, entering into an industry-level agreement has gone along with – or perhaps even been facilitated by – the conclusion of a company-level collective agreement. Finally, it has also emerged that, sometimes, the realisation that it would be difficult to reach an industry-level agreement has prompted bargaining at company level, for example, because of the difficulty of identifying the relevant industry (Rodríguez Fernández 2022) or because of the lack (or non-membership by platforms) of employers' organisations with which unions could potentially enter into industry-level agreements (Akgüç et al. 2018).

Negotiations

There are also some open negotiations, all in the food-delivery area. In February 2021, negotiations between Wolt and the Wolt Workers Group in Denmark were reported. Meanwhile, in Germany, negotiations are under way between Lieferando and NGG (Gewerkschaft Nahrung-Genuss-Gaststätten, the Food, Beverages and Catering Union; Fairwork 2022). Finally, in Spain, both Stuart and Rocket announced negotiations in 2021, but the latter were interrupted because, last February, the company ceased operating in the country.²⁴

Institutional agreements

Specific to Italy are agreements, protocols and declarations to which an institution (at local or national level) is a party (seven out of 52 initiatives). Institutions are actively involved from negotiation to practical implementation,

24. See <https://www.lainformacion.com/emprendedores/startup-rocket-ultima-victima-consolidacion-delivery-ultrarrapido/2860902/?autoref=true>

and their commitments are strictly linked to enhancing dialogue between social partners and preventing illegal intermediation and labour exploitation, including by raising consumers' awareness (see Section 3.3). Once again, these 'institutional agreements' exclusively address food delivery and concern a specific area (a municipality or a region), with the important exception of the National Protocol against Illegal Brokering in Food Delivery. This is, for instance, the case of the Protocol between the Municipality of Modena and the CGIL, CISL and UIL, the Naples Charter of Fundamental Rights of Gig Economy Riders and Workers, the Agreement between the Tuscany Region and the CGIL, the CISL and the UIL – the latter implemented by a subsequent agreement in November 2021. However, sometimes institutions and unions have failed to secure the adhesion of any platform, thus reducing the impact of those measures.

(Use of the) framework/agreements on temporary agency work

Three platforms in the Nordic countries operate as temporary employment agencies, and their workers are thus covered by collective agreements on temporary agency work (Jesnes et al. 2019). This is the case of Chabber in Denmark and Instajobs and Gigstr in Sweden. The first is a Danish-owned platform that became a temporary employment agency only in 2017 (Ilsøe and Larsen 2021). It offers services related to catering, providing its clients with waiters, bartenders and kitchen assistants. The two Swedish platforms offer various tasks to their users, and Instajobs is specifically conceived for students. Their workers were included in the industry-level agreements that Unionen had already negotiated (Johnston 2020) and, in both cases, they are entitled to monthly wages or wages based on performance. They also receive pension entitlement, holiday pay and sick pay; regulated compensation is provided for overtime, together with compensation for temporary leave from work and for commuting time (Ilsøe et al. 2020). Using the temporary agency regulatory scheme might, therefore, be another way to improve working conditions and pay, by de facto extending the user entity's level of rights to platform workers (Munkholm 2020). At the same time, this lays open the risk of illegal labour intermediation, especially for vulnerable workers, such as migrants (see Section 3.3), heavily employed in on-location platform work, because of lower entry barriers compared to the conventional economy (Vandaele 2021).

Voluntary agreements and declarations

Finally, 'voluntary agreements and declarations' refers to best practice agreements, manifestos, declarations, codes of conduct, etc. In other words, they are voluntary commitments, limited in scope and legally weak; therefore, they often do not lead to any tangible improvement in working conditions. In addition to the above-mentioned Frankfurt Declaration and Code of Conduct, two initiatives in Spain are worth mentioning (Manifesto of intentions between the UGT (Unión General de Trabajadores), Uber and Cabify; Sectoral agreement on best practices between Asoriders, Deliveroo, Glovo, Uber Eats,

Stuart) and one in Switzerland (the SYNDICOM and Mila Code of Conduct). They usually set general principles to refer to – transparency, fair pay and cooperation, prevention of misclassification, etc. – and, during the pandemic, specific provisions related to Covid-19 were introduced.

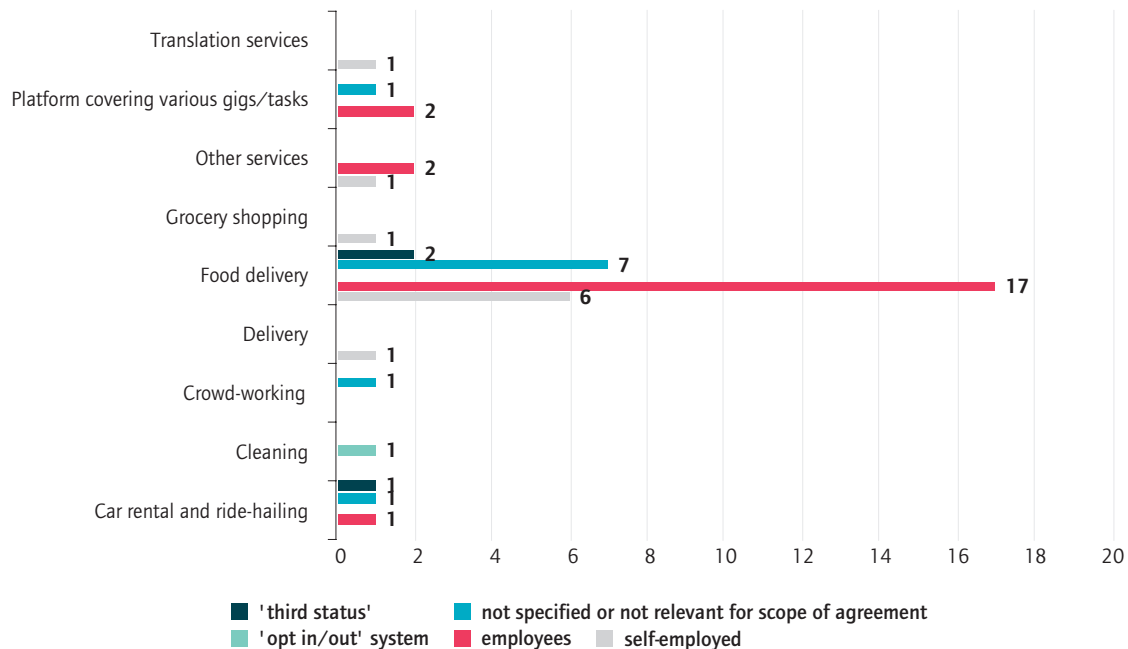
2.5 Main issues covered

With regard to the content of the initiatives, two main issues were targeted during the analysis: their personal scope and the main, and most recurrent, purposes, besides classification of the employment relationship.

Personal scope of the initiatives

More specifically, in 21 cases, workers are classified as employees (including workers recruited through Temporary Work Agencies), in nine as self-employed (including ‘co.co.co.’), while in three they fall under a third status (e.g. Spanish ‘TRADE’ or English ‘worker’).

Figure 8 Classification of the employment relationship (ongoing and/or failed negotiations are excluded)



The three agreements concerning ‘third status’ workers are the trade union recognition deal concluded between Uber and the GMB in May 2021 and the two Professional Interest Agreements for TRADEs concluded between Deliveroo and two autonomous riders’ organisations. Ten initiatives, conversely, do

not link their scope to workers' status, because they aim to recognise rights irrespective of the employment relationship or provide for general principles. A clear example here is given by the sectoral agreement on best practices between Asoriders, Deliveroo, Glovo, Uber Eats and Stuart (all active in the food delivery industry); the Manifesto of Intentions between UGT, Uber and Cabify (ride-hailing platforms, see Annex); the Frankfurt Declaration and the Code of Conduct; the Bologna Charter and some other Italian institutional agreements (including protocols against illegal intermediation and labour exploitation).

A very distinctive case is the Hilfr (providing cleaning services, see Annex) agreement because, after 100 hours of work for the platform, the domestic cleaners (who are self-employed) automatically acquire employee status and become Super-Hilfrs, unless they explicitly request to opt out (Ilsøe 2020). From 2019, Hermes (delivery platform, see Annex) couriers can also opt to become 'self-employed plus' (SE+) and thus benefit from the rights provided in the agreement (such as holiday pay, pro rata up to 28 days, and guaranteed minimum pay rates). So the consequence here is not a change in their status, but only access to additional rights. Nevertheless, this 'option' has been relatively successful: on 29 March 2021, the GMB estimated that, by the end of June 2021, more than 70% of couriers would have made the decision to become SE+ (around 20,000 couriers).²⁵

To sum up, it seems that, in the platform economy (and mainly in food delivery), there is increasing recourse to the employment relationship but also to a minimum but universal core of protections, to be applied to all workers regardless of status. In this regard, company-level collective bargaining and the use of part-time contracts have proved to be particularly 'attractive' for platforms by opening the way to 'flexible' (but still regulated and guaranteed) forms of employment relationship (see Section 3.1.2).

Substantive scope of the initiatives

Turning to other issues addressed by the initiatives, it emerged that their regulatory scope is mainly linked to traditional aspects of work: working time, pay, holidays and rest, health and safety, sick leave, etc. (Miranda Boto 2022; Rodríguez Fernández 2022). On the other hand, little space was given to the most 'innovative' elements of platform work (Figure 9), such as the use of ranking systems, data portability and transparency of the algorithm. This seems consistent with the issues that are motivating platform workers' protests around the world. Worldwide, pay is actually the most common reason for protests in the platform economy, whereas, in Europe, its impact is more or less equal to conflicts over employment status, working conditions, regulation or union representation (Jesnes et al. 2021; Joyce et al. 2020).

²⁵. See <https://www.gmb.org.uk/news/gmb-and-hermes-agree-further-benefits-self-employed-plus-couriers>

Figure 9 Initiatives addressing platform-specific issues (see Annex for more details)

Issue	Initiatives
Data portability	<ul style="list-style-type: none"> • Vocaali agreement • Bologna Charter of Fundamental Rights of Digital Workers in the Urban Context
Right to disconnect	<ul style="list-style-type: none"> • Bologna Charter of Fundamental Rights of Digital Workers in the Urban Context • Takeaway Express Spain agreement
Transparency of the algorithm	<ul style="list-style-type: none"> • Tadan agreement • Takeaway Express Spain agreement • Asoriders sectoral agreement on best practices (food delivery)
Reputational ranking systems	<ul style="list-style-type: none"> • Bologna Charter of Fundamental Rights of Digital Workers in the Urban Context • Additional agreement to the Italian NCA for logistics, freight transport and shipping (2018) • LaConsegna agreement • Montegrappa agreement • Tadan agreement • Agreement on riders' rights concluded in Italy by the Tuscany Region and CGIL, CISL, UIL
Anti-discrimination clauses/provisions	<ul style="list-style-type: none"> • Bologna Charter of Fundamental Rights of Digital Workers in the Urban Context • UGL-Assodelivery NCA • NCA regulating the activity of goods delivery on behalf of others, carried out by self-employed workers, known as riders (between CNL, FILD CONFSAI and FILD CIU) • Agreement on riders' rights concluded in Italy by the Tuscany Region and CGIL, CISL and UIL • NCA regulating the activity of goods delivery on behalf of others, carried out by self-employed workers, known as riders (between CONFael, SNALP and CONFIMITALIA) • Deliveroo – Asoriders (professional interest agreement for TRADEs) • Deliveroo – AAR (professional interest agreement for TRADEs) • Takeaway Express Spain agreement (specifically refers to gender equality) • Syndicom – Swissmessengerlogistics agreement

Source: Author's elaboration

Among the reviewed agreements concerning platform-specific issues, it is worth mentioning that the Vocaali (providing translation services, see Annex) agreement in Denmark and the Bologna Charter in Italy granted workers some kind of right to data portability. On the other hand, the Tadan agreement provides for total transparency of the algorithm, the programming of which will be fully accessible and open-source. A significant step forward is the 'algorithm committee' established in the Takeaway Express Spain agreement, the aim of which is to ensure that the duties of transparency and human judgement are respected in the algorithmic decision-making process. This agreement devotes a whole chapter (No. XIII) to the digital environment, regulating digital rights in Article 68 (right to disconnect, information on digital working tools and algorithms and artificial intelligence systems, etc.). Other initiatives consider the issue of transparency from a more general approach, such as the Frankfurt Declaration, seeking to 'increase transparency in the world of platform-based work'. Other platforms cancelled reputational ranking systems (Montegrappa, LaConsegna, Tadan, all of them active in food delivery) and/or introduced general anti-discrimination clauses (as is the case for the two Spanish Agreements for TRADEs and the UGL-Assodelivery agreement, both concerning food delivery). Discrimination and rating systems are also forbidden by the agreement on couriers' rights

concluded by the Italian Tuscany Region and the CGIL, the CISL and the UIL; while the 2018 Additional Agreement to the Italian National Collective Agreement for Logistics asks employers to avoid determining shifts using reputational systems based on algorithms.

3. Key insights and trends

This section presents and comments on the main insights and common trends emerging from the mapping exercise. These are described in relation to the following three aspects: approaches towards collective bargaining (Section 3.1.); cooperation between traditional trade unions and other platform workers' organisations (Section 3.2.); and the possible role of institutions and consumers (Section 3.3.).

Throughout this whole section, frequent references will be made to Italy and food delivery, not only because these are the country and the industry in which most of the initiatives have been recorded, but also because of the variety of regulatory and protective solutions tested there. Of course, some features of food delivery have made the organisation and mobilisation of workers easier (e.g. their visibility on the streets, the use of branded equipment, the chance to meet in waiting areas, etc.) (Cini and Goldmann 2020; Vandaele 2018 and 2022) and have consequently prompted social dialogue. Thus, it is no coincidence that food delivery has emerged as the most conflictual industry of the platform economy (Joyce et al. 2020) as well as the most regulated by legislators. Nevertheless, food delivery is still an appealing 'laboratory' (Vandaele 2022) to look at in the search for strategies to improve the working conditions of platform workers, even though it is probably the most studied industry of the platform economy.

3.1 Approaches towards collective bargaining in the platform economy

In the interpretation of the results of the mapping, approaches towards collective bargaining were considered from two perspectives: the first concerns the issue of the level of bargaining best suited to meet platform workers' protection needs (industry/national or company level); the second addresses a specific gradualist strategy used in defining the content of the agreements.

3.1.1 The application of existing collective agreements and company-level bargaining

As mentioned in Section 2.4., three relevant approaches to collective bargaining in the platform economy have been identified: (a) signing new collective agreements at the industry/national level; (b) extending existing collective agreements from a specific sector to cover platform workers as well; and (c) entering into a company-level agreement. The option of using existing agreements can also include companies that have achieved this ‘effect’ by choosing the Temporary Agency model, but this has already been addressed above, so it is not considered in this section. The first (minority) approach is not covered here either, as it has already been explored in Section 2.4.

Attention is therefore drawn to those cases where an existing collective agreement has been modified, supplemented or adapted to cover platform workers as well. In Italy, in a specific provision set out in the National Collective Agreement (NCA) for Logistics signed on 3 December 2017, social partners agreed to regulate ‘new types of workers carrying out freight delivery by means of bikes, motorbikes and boats’. On 18 July 2018, the parties signed a complementary agreement that detailed the working conditions relating to ‘workers who implement distribution logistics activities, including transport-related activities, by means of bicycles and motorbikes’ (Borelli 2019; Veronese et al. 2019: 3-4). At the time the supplementary agreement was signed, no platform carrying out food-delivery services was a member of the employers’ associations that had agreed to it. Consequently, the agreement was not binding on them, under the rules of the Italian legal system on the effect of collective agreements.²⁶ The first large food-delivery company to refer to the NCA was Just Eat in March 2021: until then, only small companies signed company-level collective agreements referring to the NCA and its complementary agreement. The NCA was again supplemented with a protocol in 2020 to extend the NCA (and the complementary agreement of 2018) to self-employed (occasional) workers under Article 47-*bis* of Legislative Decree 81/2015,²⁷ also indicating some areas that may be regulated by other collective agreements at company or local level.

Two further examples come from Spain, where the scope of the state collective agreement on the catering industry was changed on 19 March 2019 to include

26. Collective agreements in Italy do not have any *erga omnes* effect. Hence, they are binding only on employers (or employers’ associations) and trade unions that sign the agreement. This is a consequence of the non-implementation of the second part (paragraphs 2-4) of Article 39 of the Italian Constitution. This provision states that only collective agreements concluded by trade unions that are registered in accordance with the law and provide unified representation in proportion to their membership have *erga omnes* effect. However, no law regulating the registration procedure has ever been passed. Nevertheless, the second part of Article 39 has a ‘*valenza impeditiva*’, that is to say an impeditive (or ‘negative’) effect (D’Antona, 1998), because it prevents collective agreements from otherwise being given general effect.

27. The Legislative Decree in Italy refers to collective agreements that cover self-employed workers but are signed by most representative trade unions (See, for example, Article 47-*ter*).

the activity of food delivery workers provided through digital platforms, even if on behalf of another company (Hermoso 2019; Rodríguez Fernández 2022). However, the impact of the measure (in force until December 2020) was limited, because it applied only to employees, while many couriers were self-employed. Additionally, in June 2021 the Framework Agreement for the Hotel and Catering Sector in the Autonomous Community of the Basque Country was modified to include in its scope the staff of digital platforms and, among them, couriers. This means that their working conditions will be ruled by the catering agreements of the provinces where ELA Euskal Sindikatua, which promoted the change, is the major union.²⁸

Turning to the third approach (the conclusion of company-level agreements), the first thing to consider is that 18 of the initiatives identified are company-level collective agreements. In many cases, these were concluded within the framework of an existing industry-level agreement (i); sometimes, however, the very absence of an industry-level agreement may have facilitated the conclusion of the company-level agreement (ii). In other cases, entering into an industry-level agreement has gone along with – or perhaps even been facilitated by – the conclusion of a company-level collective agreement (iii). Finally, it has also emerged that, sometimes, the realisation that it would be difficult to reach an industry-level agreement has prompted bargaining at company level (iv), for example, because of the difficulty of identifying the relevant industry (Rodríguez Fernández 2022) or because of the lack of employers' organisations (or the fact that platforms were not members of employers' organisations) with which unions could potentially enter into industry-level agreements (Akgüç et al. 2018). In each of these hypotheses, of course, much depends on the legislative and industrial relations context of the country, but it may be useful to look at some examples.

(i) Company-level agreements concluded within the framework of an existing industry-level agreement. Several company-level collective agreements have been concluded in Italy in connection with the Logistics National Collective Agreement (NCA), i.e. implementing and/or supplementing it. This has happened mainly with food-delivery platforms operating in restricted areas (LaConsegna, RunnerPizza, Montegrappa; see Annex), the only exception being Just Eat in 2021. The signing of such company-level agreements may have been influenced by two factors. On the one hand, the fact that the NCA had already been amended to cover platform workers may have led the parties to consider it a valid – or at least possible – regulatory framework. On the other hand, the possibility of establishing a 'tailor-made' regulation by derogating, where necessary and on certain conditions, from the NCA (while remaining binding on the parties) and the law could have played a role. Occasionally, regulation by an industry-level agreement may be too rigid and, as a result, deter the platform from adhering. For example, the interview with the Danish expert revealed that Wolt does not want to join the Danish industry-level

28. See: <https://www.ela.eus/es/noticias/firmado-el-acuerdo-impulsado-por-ela-para-incluir-a-los-riders-en-los-convenios-de-hosteleria>.

agreement for food delivery, because it is too rigid and does not correspond, particularly with regard to working time, to the (alleged) flexibility needs of its employees.

(ii) *Company-level bargaining facilitated by the absence of an industry-level collective agreement.* It has been argued that the very absence of a sectoral agreement in the private household cleaning industry may have made concluding the Hilfr agreement easier (see Section 3.1.2.), essentially leaving more freedom of choice in negotiations (Ilsøe and Larsen 2021).

(iii) *Conclusion of a company collective agreement and concomitant adherence to the industry-level agreement.* In Sweden, there are two cases in which it seems that adherence to an industry-level agreement went hand in hand with the establishment of a collective agreement at company level. Bzzt workers are employed under marginal part-time contracts and are covered by the Taxi Agreement (which gives the workers access to the same standards as traditional taxi drivers) as a result of the agreement between the platform and the Swedish transport union. In addition, in February 2021, Foodora signed both the Transport Agreement and a customised collective agreement for bike riders, which took effect in April 2021 (Banasiak 2021).

(iv) *Difficulties in concluding a sectoral collective agreement as a driver for company-level bargaining.* In the case of the Takeaway Express Spain agreement, the parties themselves explain why they chose a firm-level agreement. They felt that negotiating such an agreement would be a quicker option, as several industry-level agreements could provide coverage, even without specific adaptation to the activities of digital platforms operating in the market. A company-level agreement could also respond to changes in work management stemming from the implementation of platform technologies and, in any event, guarantee decent working conditions and wages, in line with the level of protection for the industry concerned. In point of fact, the company-level agreement was drawn up on the basis of the fifth state-wide labour agreement for the hotel and catering industry, since the platform's main activity – delivery service for meals and beverages via digital platforms – is included within its scope. Consequently, the industry-level agreement must be respected as a whole, although there is no specific adaptation to the new forms of organisation of the various activities carried out by Takeaway (see Article 2 of the Takeaway agreement). Finally, to the parties, the agreement's 'negotiated specificity' should serve as a precedent for future industry-level bargaining.

In conclusion, the existence of an industry-wide agreement might have two opposite effects: either facilitating a choice of 'compliance' by the platform (Ilsøe and Larsen 2021), by providing the first framework to adhere to, or provoking a search for a different and more flexible form of regulation, provided that the platform does not decide to avoid collective bargaining altogether.

The need for a regulatory framework more suited to their business model and restricted market is probably one of the main drivers for collective bargaining among smaller companies. Moreover, they try to gain a competitive advantage against the larger players by appearing more ‘socially responsible’ to consumers and investors²⁹ and winning the ‘loyalty’ of workers. It is true that, together with case law that classifies workers as employees and the increasing mobilisation of workers (Ilsøe and Jesnes 2020; Joyce and Stuart 2021), a platform’s desire to build or maintain an image of social responsibility has turned out to be a catalyst for collective bargaining (Miranda Boto 2022) in several cases, such as the two JustEat agreements in Italy (Recchia 2021a) and Spain, the Foodora agreement in Norway (Banasiak 2021; Ilsøe and Jesnes 2020) and the Bologna Charter in Italy (Borelli 2019; Lassandari 2018; Veronese et al. 2019). In other words, sometimes ‘platforms can be the main initiators of collective bargaining’ (Ilsøe and Larsen 2021) for the purpose of achieving specific goals (for instance, related to tax issues) or generally benefitting from showing themselves as a ‘fairer option’. Thus, ‘tailor-made’ collective bargaining solutions and the ‘negotiated specificity’ they may entail – especially at company level – may prove to be a good trade-off for companies as well (Lamannis 2021), mainly in a highly competitive market such as food delivery (Recchia 2021a; Vandaele 2021). On the other hand, it is necessary to consider the risks involved in company-level agreements, such as the possible derogation from higher standards or excessive segmentation of protections, especially when there is no collective agreement at national/industry level and/or legislative framework establishing minimum standards.

3.1.2 The ‘staircase agreement’ approach

The idea of a ‘staircase model’ is borrowed from academics who analysed the Hilfr collective agreement (Ilsøe and Jesnes 2020; Munkholm 2020), concerning a platform operating in the cleaning sector in Denmark (see Annex). They emphasised that the agreement was conceived as a first step, leaving the door open to a gradual improvement in protections through subsequent renegotiation. Of course, it must be considered that the specific background to the agreement created the premises for this model, such as the fact that the cleaning market in private households was unregulated and affected by a large amount of undeclared work (Ilsøe and Larsen 2021; Ilsøe 2020). This is believed to have made it easier for the union to conclude an agreement with less protection than usual (and make it acceptable), ‘a “lesser” agreement being preferable over no agreement’ (Munkholm 2020: 10). For example, the minimum wage and social benefits are lower and the notice period is shorter when compared to agreements concluded outside the platform economy (Joyce and Stuart 2021; Vandaele 2021). A similar approach – that of setting a core of initial protections to be increased and improved in

29. Both of whom are increasingly sensitive to the issue of working conditions, as evidenced by the poor debut of *Deliveroo* on the London Stock Exchange. See, for instance, Davies, 2021, in *The Guardian*.

the future – can also be seen in other initiatives and countries, mainly in food delivery. More precisely, this section mentions nine major agreements in which, from different perspectives, a hint of this approach could be identified: Montegrappa, Tadan and Takeaway Express in Italy; Hilfr, Vocaali and the 3F sectoral agreement for food delivery in Denmark; Hermes and Uber-GMB in the UK; and the Takeaway Express agreement in Spain.

First of all, parties themselves often define the collective agreement as experimental or pilot,³⁰ sometimes foreseeing, from the outset, the renegotiation of specific issues within a certain period (e.g. the Montegrappa, Hilfr, Vocaali and Tadan agreements) or even expressing the expectation of a future industry-wide agreement (e.g. Takeaway Express Spain). A meaningful example is represented by agreements that provide for certain rights (e.g. pay or access to social benefits) to increase over time, designed to meet the needs of a company at the beginning of its activity. For instance, both the Hermes agreement in the UK and the 3F sectoral agreement for food delivery in Denmark provide for a progressive increase in remuneration compared to the original provisions. The same is true for the Takeaway Express (Just Eat) agreement in Italy, where, however, this gradual increase mechanism is consistent with the branch-level agreement for Logistics (Forlivesi 2021).

Furthermore, and from another perspective, the use of part-time employment contracts might be considered: this kind of ‘protected flexibility’ allows the platform to forecast the available workforce and workers to combine working for the platform with studying or other work activities, thereby fulfilling the different worker ‘profiles’ on the platform (on the basis of gender, age, parental responsibilities, dependence on the platform for their income, etc.; Piasna et al. 2022). This is particularly evident where part-time contracts with a guaranteed minimum number of hours are envisaged (sometimes even providing for different ‘formulas’), such as in the two company-level collective agreements concluded by Takeaway Express (Just Eat) in Spain and Italy. In the Spanish agreement, part-time contracts are allowed with a guaranteed minimum working time of 12 hours at weekends and a minimum of 16 hours for the whole week; part-time contracts of a shorter duration are not permitted. The Italian agreement provides for three different schemes of part-time contracts, with a minimum guaranteed working time of 10, 20 or 30 hours a week, respectively. Here, part-time is conceived as the common form of employment in the company, and the minimum duration of daily working time and of a shift cannot be less than two consecutive hours to avoid excessive fragmentation of working time. On the other hand, the use

30. This gradualist strategy is also confirmed by the declarations the parties make to the media, often emphasising the importance of the first step towards fairer working conditions. See, for instance, the words of Mick Rix, National Officer at the GMB (“This ground-breaking deal between GMB and Uber could be the first step to a fairer working life for millions of people”) and Frances O’Grady, General Secretary at the TUC, on the trade union recognition deal signed with Uber in May 2021 (“The GMB deserve massive credit for their tireless campaigning. But this deal is just the start. Unions won’t rest until platform companies across the gig economy agree to work with their staff on improving pay and conditions”) (GMB Union 2021 and TUC 2021).

of part-time contracts without a guaranteed minimum time, or in any case with very low hours, is by no means a promise of less precarious working conditions (Ilsøe and Jesnes 2020). For instance, both Bzzt drivers in Sweden and Foodora couriers in Norway are hired on ‘marginal’ part-time contracts, which, according to the ILO,³¹ refers to part-time workers who work fewer than 15 hours per week.

Equally interesting is the establishment of monitoring bodies (of which trade unionists are often members), which have the task of monitoring the application and interpretation of the agreement to suggest possible changes and adaptations. In this way, it is implicitly acknowledged that the agreement is not perfect and needs improvement, while a permanent channel for discussion between the social partners is maintained. Here as well, it is worth mentioning the agreements concluded in Italy and Spain by Takeaway-Just Eat. In the first case, the monitoring body has the purpose described above. In Spain, it has set up a joint committee (the ‘algorithm committee’), already mentioned in Section 2.5.

At this point, the question is whether this step-by-step approach can be successful in the long run in breaking down the hostility of some platforms to social dialogue and collective bargaining. Even though the relevant number of initiatives under review shows that there is a growing willingness to engage in dialogue, there are still platforms that refuse to do so, denying a priori that they are employers (Miranda Boto 2022; Roşioru 2022).³² In other words, from a trade union perspective, adopting this strategy may entail sacrifices, such as acknowledging the possibility of derogating from certain rights established by the national sectoral collective agreement (for example, the collective company-level agreements concluded in connection with the National Collective Agreement for Logistics in Italy; see Section 3.1.1) or leaving workers the possibility of opting in or opting out as they choose (e.g. Hilfr and Hermes; see Section 2.5.). On the other hand, the result of initial improvements in working conditions and the establishment of relations with the employer could be considered positive progress at a time when most platforms continue to reject any kind of negotiation and some even go so far as to support yellow unions to make it easier to reach agreements closer to their interests (see Section 2.3.). Ultimately, this step-by-step approach has sometimes succeeded in bringing the platforms to the negotiating table, opening a way for social dialogue (and better working conditions) with relatively ‘new’ subjects, at times unfamiliar to the industrial relations systems of the various states.

31. See https://www.ilo.org/global/topics/non-standard-employment/WCMS_534825/lang-en/index.htm and ILO 2015.

32. This is what Prassl called the ‘Platform Paradox’, highlighting that ‘platform economy operators present themselves as marketplaces even though in reality they often act like traditional employers’ (Prassl 2018: 8). At the collective level, this (alleged) disappearance of the employer behind algorithmic management may, in fact, entail the disappearance of social dialogue and collective bargaining, which, throughout the 20th century, enabled the improvement in the quality of work (Degryse 2020).

3.2 Cooperation between traditional trade unions and other platform workers' organisations

The mapping showed that there was little grassroots activism and bottom-up unionism in the platform economy that resulted in practical long-term improvements in working conditions (Jin et al. 2021; Joyce and Stuart 2021). This was for two reasons: the reluctance of platforms to unilaterally modify their business model and their conditions of service; and the difficulty of recent workers' organisations in imposing themselves as autonomous counterparts of platforms in negotiations (Recchia 2018), for both historical and legal reasons (see Section 4). For example, they struggle to meet the specific requirements and/or degree of representativeness that national collective bargaining frameworks often require from trade unions in order to legitimately sign a collective agreement (ILO 2021).

In this scenario, as was perhaps predictable, the role of traditional trade unions was predominant and crucial to achieving any tangible goals, at least through collective agreements (Miranda Boto 2022). This raises a question about the future of grassroots/informal trade unions: what strategy will they adopt in order to be more effective in improving the working conditions of their members? Will they remain autonomous, or will they work together with the traditional trade unions? Or, even more importantly, will the latter 'absorb' them? This makes it of the utmost importance to look at those cases in which cooperation between traditional trade unions and other platform workers' organisations (Eurofound 2020; Recchia 2018; Vandaele 2018) has been (successfully) experienced (Jesnes et al. 2021).

For instance, couriers in Vienna, Cologne and Berlin turned to Vida and NGG for support in establishing a works council (Jesnes et al. 2021; Vandaele 2021). In several German cities, works councils were elected and were able to use their co-determination rights to support workers and engage in dialogue with platforms – albeit not without struggles (Fairwork 2022; Heiland 2020; Schreyer 2021). However, in those countries, there has been almost no recourse to collective bargaining so far, with the important exception of the Vida industry-level agreement for food delivery in Austria (see Annex). Obviously, when workers are hired as employees (such as the couriers of Lieferando and Gorillas in Germany; Fairwork 2022; Heiland 2020), they are covered by the relevant industry-level collective agreement, and they can also exercise collective rights. So the question is whether the coverage of existing collective agreements, and especially the possibility for platform workers hired as employees to elect works councils, could have influenced the situation described above. In other words, and with special regard to Germany, where most of the works councils have been established, perhaps this channel for the workers' collective voice³³ has been able to prompt and

33. See Schreyer (2021: 81), who argues that, during the pandemic, 'the institutionalised form of codetermination made it possible to initiate the implementation of occupational safety measures by the platform'.

achieve recognition of some rights that elsewhere have been recognised only by collective agreements, thus making the need for collective bargaining less urgent.

In the Netherlands, trade unions have absorbed spontaneous movements (Vandaele 2020) since the autonomous Riders Union became a chapter of FNV Youth (the FNV Riders Union). Something similar happened in Norway, where couriers of the Riders Club Norway joined the NFT (Transport Workers Union) that then merged with the United Federation of Trade Unions, which signed the collective agreement with Foodora (Ilsøe and Jesnes 2020; Jesnes et al. 2021).

The methods and outcome of the collaboration between trade unions have been particularly remarkable in Italy. In fact, Italian traditional trade unions did not absorb workers' spontaneous organisations but managed to 'bring them back into the classical tracks of conflict and negotiation' – fulfilling what is, after all, 'the founding mission of collective forces' (Aloisi and De Stefano 2020: 196). This was, most recently, given substance in the creation of the Rider X i Diritti Network, which was involved in the negotiation of the Just Eat agreement, together with the logistics and atypical workers' federations of the three main Italian confederal unions (CGIL, CISL and UIL). The network is a hybrid trade union entity, in which both the confederal trade unions and the couriers' organisations participate (Ingrao 2021). The latter, in Italy, are usually city-based organisations (Lassandari 2018), which makes them fragmented and relatively weak in negotiations. These urban unions, however, have not disappeared but are continuing their action, especially worker mobilisation. Coming back to the negotiation process, all these workers' organisations formed a single union coalition, mainly aiming to obtain the application of the NCA for Logistics. The representativeness of the riders' city-based organisations was thus fully exploited. To put it another way, thanks to the collaboration and mediation of the confederal trade unions, the spontaneous city-based organisations were effectively able to put their demands and their understanding of the couriers' working conditions on the negotiating table, thereby contributing to defining the content of the agreement (Lamannis 2021).

Their dialogue, to a certain extent, is now kept open by the supervisory body established in the company-level agreement, of which the Network is also a member (Ingrao 2021). This body began dealing with the problems arising from the implementation of the agreement from day one,³⁴ also providing support to the workers during the business model change process. Its main purpose, in fact, is to suggest ways to improve the agreement going forward. Therefore, it is worth emphasising here that sustained social dialogue was conceived by the social partners and the institutions (which played a role

34. For example, the media initially reported that car-based workers were not covered by the agreement. This problem was apparently discussed and then resolved by the body (Conte 2021).

in launching it, including for political reasons; Borelli 2019; Quondamatteo 2021) as an essential stepping stone to establishing – albeit with varying degrees of success – industrial relations in the food-delivery industry and to ensuring decent working conditions.

3.3 Which role for institutions and consumers?

Italy has a long experience of bilateral and, to some extent, tripartite social dialogue, with established institutions, players and practices (Bordogna 2021). As has already been stated, local and governmental institutions have been directly involved both in the negotiations and in the implementation of collective agreements, declarations and protocols. A few experiences of local authorities' active involvement have also been reported in the United States and in Spain (Degryse 2019). But, in Italy, institutions, being parties to the agreement, assume specific obligations, for example, in terms of organising spaces for workers, promoting the agreement and the organisation of meetings between social partners, establishing the mechanism of 'positive discrimination' to encourage companies to adhere to the agreement, and sensitising consumers and other economic operators to induce them to give preference to platforms that join the agreement (see the 2021 Protocol between the Municipality of Modena and the CGIL, the CISL and the UIL).

However, encouraging platforms to adhere to these initiatives has been the main challenge, at least initially. Only when the government was involved, through the prefectures (local offices of the central government) or the Minister of Labour, did the trade unions succeed in securing the adherence of the platforms. This is the case of the Protocols against illegal intermediation and labour exploitation (*'caporalato'*), one signed in 2020 at the Prefecture of Milan and then another concluded at national level with (and in the presence of) the Minister of Labour in 2021. Conversely, and except for the Bologna Charter, previous documents and agreements promoted by local authorities were not endorsed by any platform (for example, the Modena Protocol and the Naples Charter of Rights of Riders and Gig Economy Workers). Nevertheless, by taking on some specific responsibilities, institutions and consumers can be active players in overcoming the idea of the economic unsustainability of subordinate labour in the platform economy, while supporting fairer enterprises. This is why first the informal metropolitan unions (Nizzoli 2021) and then the mainstream unions began lobbying public opinion and institutions.

Two examples are of great interest: the Protocols against *'caporalato'* (illegal intermediation and labour exploitation) and the Agreement between the Region of Tuscany and the CGIL, the CISL and the UIL – the latter implemented in November 2021 by a Protocol joined by several platforms and the Regional Committee for Consumers and Users.

The first two Protocols (one between Assodelivery and UGL and another between Assodelivery and the CGIL, the CISL and the UIL) were signed in

Milan after an investigation by the Milan Public Prosecutor's Office against Uber Eats (Inversi 2021). It had found that several couriers were being recruited by third-party companies to then work in the Uber Eats group in exploitative conditions, taking advantage of their state of need (this conduct is an offence under Article 603-*bis* of the Italian Criminal Code).³⁵ They were mainly asylum-seeking migrants from conflict zones (Mali, Nigeria, Côte d'Ivoire, Gambia, etc.), and were therefore in conditions of maximum vulnerability and social isolation. Under the Protocols, companies agreed to adopt both a code of ethics and an organisational model to prevent illegal intermediation and exploitation under Legislative Decree 231/2001. They also agreed not to use intermediaries to recruit couriers, at least until a national register is created. Finally, the Protocols set up a 'guarantee body', made up of representatives of delivery companies and trade unions, that monitors anomalous or potentially illegal behaviour. The National Protocol has basically the same purpose and content; a national guarantee body is also established, and the parties make a clear commitment to engage with institutions and local authorities, including by means of agreements. It is to be hoped that this will foster dialogue with institutions, manifestly conceived as a decisive step towards ensuring a fairer business model and more decent work. The National Protocol took inspiration from a previous one concluded in 2016, once again in the presence of the Minister of Labour, to prevent '*caporalato*' in agriculture. Many promotional measures adopted for food delivery, like 'ethical labels' or the establishment of public registers for enterprises or reserve lists for workers to regulate the matching of labour supply and demand, have already been tested in agriculture, sometimes with poor results (D'Onghia and de Martino 2018).

Nonetheless, this approach and similar instruments are provided by the Agreement between trade unions and the Tuscany Region and its implementing Protocol. The latter was signed by Robin Food, Tadan, Sviluppo PG Srl (Runner Pizza), LaConsegna Srl and Montegrappa Srl, almost all already signatories to a company-level agreement (see Annex). These initiatives have a dual purpose: to make platforms indirectly compliant with the NCA for Logistics and its standards; and to support fair companies, by developing consumer awareness through an ethical label, among other things. This label is awarded by the Region to companies that comply with the standards set out in the Agreement, but also through collective bargaining and by law. Moreover, the November Protocol directly concerns a body that represents consumers and will organise campaigns to provide information on platforms that have adhered to the Protocol. The Tuscany Region is also committed to providing Italian language courses for non-Italian couriers (to facilitate their social and working integration) and online courses on the OSH regulatory framework, highway code, food hygiene, packaging and transport, and trade union rights.

35. In October 2021, the owner of the labour intermediation agency was convicted of '*caporalato*' (illegal recruitment and labour exploitation). Then, last February, an Uber manager was convicted for the same reason, as widely reported by the Italian media. Meanwhile, in France, illegal behaviours have been ascertained: on 19 April 2022, the Paris Criminal Court convicted Deliveroo and three of its former managers of 'concealed employment' (Robert-Diard 2022).

It is interesting to note that the European Parliament also called on the Commission to consider establishing a European quality label for platforms implementing good practices for platform workers (European Parliament, 2021: 34). Conversely, the ETUC expressed some concerns about this idea, considering that, ‘in spite of some successful practices [...], voluntary instruments like code of conducts [sic], charters or labels are in no way suitable to improve the working conditions in an entire sector across the EU and in the long term. If anything, they window dress and they delay the urgently needed legislative action. For these reasons, ETUC strongly believes that fair working conditions for people working in the platform economy can only be achieved if the legislator acts by means of adopting ambitious Directives to enforce the existing employment, social protection, social security and equality [...]’ (ETUC 2021).

Obviously, the practical impact of these very recent measures adopted in Italy will have to be monitored, but ‘informed consumer power could yet become another driver of better working conditions’ (Sharp 2021: 7). Indeed, to challenge the narrative of the economic unsustainability of labour protections in the platform economy – due to an inevitable increase in costs – at a very practical level, it is necessary to try to ensure the *survival* of platforms that respect the law and collective bargaining provisions: in this perspective, the role of institutions and consumers can be crucial.

4. Challenges identified

Finally, this section reviews some of the challenges that emerged from the mapping in relation to the conclusion – or the effectiveness of – collective bargaining initiatives in the platform economy. These challenges related not only to practical difficulties in organising workers, but also to controversial issues during negotiations and limitations due to the legal system of reference or the result of the negotiations themselves.

Many agreements have narrow personal or material scope: some apply only to employees, others only to workers within a certain area (the Bologna Charter is a clear example), and still others only to those who have worked a certain number of hours for the company and/or agree to adhere to the agreement (e.g. Hilfr, Hermes and the agreements for Spanish TRADEs that require the express consent of the affiliates before they can apply to them; García-Muñoz Alhambra 2021). Furthermore, in some cases, the classification as employees and the application of the collective agreement depend on the vehicle used to carry out the service. For instance, the Norwegian Foodora agreement covers only bike-based couriers. Conversely, car-based couriers are considered to be self-employed and thus excluded from unionising and from the collective agreement.³⁶

Moreover, with very few exceptions, online web-based platforms are substantially absent from the initiatives identified. A major problem here is that workers are physically dispersed all over the world, isolated and hence difficult to organise (Rodríguez Fernández 2022). They are highly mobile and may ‘labour in multiple jurisdictions simultaneously, or [...] may move across jurisdictional boundaries while on the job’ (Johnston and Land-Kazlauskas 2018: 24). What is more, they are almost invisible to public opinion, which has sometimes played an important role in attracting the attention of institutions, regulators and traditional trade unions. The extension of labour rights to these online workers is crucial, and significant first steps have been made in this regard by the proposed Directive on the working conditions of platform workers (European Commission 2021a): if approved, the Directive will cover ‘every person performing platform work in the Union’ (Article 1(2)), ‘irrespective of whether that work is performed online or in a certain

36. See <https://www.eurofound.europa.eu/fi/data/platform-economy/initiatives/collective-agreement-between-foodora-and-the-united-federation-of-trade-unions-fellesforbundet>; but this information has also been confirmed by a country expert (Sigurd Martin Nordli Oppegaard, Researcher at Fafo).

location³⁷ and ‘irrespective of their [the platforms’] place of establishment’ (Article 1(3)). Additionally, the potentially positive effects of the proposed directive could be maximised for these workers if complemented by collective agreements, including at supranational level (Johnston 2020; Vandaele 2021). As Johnston has mentioned, the development of ‘agreements suited to cross-border contexts, such as international framework agreements’ could better address the protection needs of geographically dispersed workers. An attempt with a supranational aspect may be seen in the aforementioned Frankfurt Declaration, to which, however, ‘platforms have reacted sceptically, if at all’ (Heiland 2020: 47). Finally, with a view to creating ‘new regulatory spaces of regulation’ for crowd workers (Johnston 2020), the Crowdsourcing Code of Conduct is worth noting: it is a multi-enterprise initiative, updated in 2017 and joined by nine platforms (see Annex). To implement it, the parties established an Ombuds office, but it is restricted to within national borders and to the platforms that have voluntarily signed up to the Code (Brockmann 2022; Heiland 2020).

On a more practical level, two issues emerged as particularly controversial during the negotiations on the initiatives discussed: the criteria for determining pay and the definition of working time. To give an example, in 2018, Just Eat refused to adhere to the Bologna Charter precisely because it envisaged abolishing piecework. Then, during the negotiations on the company agreement concluded in 2021, the company initially proposed signing a contract under the national agreement for services – and not logistics – because it was more favourable, notably in terms of remuneration. In any case, abolishing piecework and guaranteeing minimum and maximum limits to working time were among the strongest demands of platform workers. Unpredictable pay and working time are quite common in the platform economy (Pulignano et al. 2021) and also affect workers’ health, leading to self-exploitation (particularly visible in the food-delivery industry). This is why most initiatives dealt with these two issues.

More specifically, in the food-delivery industry, some pieces of law and many collective agreements are abolishing the per-delivery pay system in favour of an hourly wage. This has positive consequences but also leads to some challenges. On the one hand, the introduction of hourly wages usually goes hand in hand with specific provisions on minimum guaranteed working time, sometimes even on a daily or shift basis, resulting in a sort of guaranteed minimum income. Agreements (e.g. Vida, Tadan, Assodelivery-UGL) often also include allowances for working under special conditions (such as night work, holiday work, overtime or working in bad weather) or for couriers using their own bicycle or smartphone as a working tool (e.g. Chaskis, Foodora Norway). There are also often one-off bonuses linked to the number of deliveries made in a certain period (RunnerPizza, Takeaway Express Italy, Assodelivery-UGL, etc.), which then affect the overall wage. Sometimes, these provisions set a maximum number of deliveries to be carried out in an hour to prevent

37. See the definition of ‘digital labour platform’ at Article 2, 1(1)(c).

excessive intensification of work. On the other hand, however, the definition of an hourly wage leads to another question on working time: whether the time spent waiting for a delivery or travelling to and from work or between orders should be considered as working time and hence be remunerated³⁸ (Pulignano et al. 2021). The solutions adopted by the platforms vary: some explicitly require waiting time to be remunerated (Takeaway Express Italy), others consider working time to be the time taken from the operations centre, if any, to the waiting area (Takeaway Express Spain and Italy). Others provide compensation for periods of availability, also requiring a minimum number of hours of availability per week (LaConsegna). Yet others do not include any specific provisions or remove workers' reputational ranking systems (Montegrappa, Tadan) affecting their access to future work shifts based on their score. What is more, exclusion from job opportunities and, more generally, the use of these rating systems can be discriminatory,³⁹ due to the risk of algorithms reproducing or exacerbating structural biases (ILO 2021).

Nevertheless, some platforms are so reluctant to recognise an hourly wage that they even attempt to circumvent legislation imposing this wage system. For example, in Italy, the law⁴⁰ prohibits piecework pay for autonomous riders. However, it leaves it to collective agreements stipulated by representative social partners (see *infra*) to define the criteria for determining the total wage. Taking advantage of this rule, according to the UGL-Assodelivery NCA, couriers are paid based on the estimated time for the execution of a delivery, with gross remuneration of 10 euros per hour. However, if the estimated time from the platform is less than one hour, the amount due will be recalculated in proportion to the estimated minutes for the deliveries made. In this case, therefore, the time spent waiting for a delivery is not remunerated, nor is the time actually spent on a delivery taken into account, but only what the platform estimates to be the time needed to make the delivery.

On a strictly legal level, a significant obstacle, which brings the issue of classification of the employment relationship back to the centre of attention, is the possible conflict between collective agreements protecting the self-employed and national or European competition law. On this point, it is well known that the Hilfr agreement was found to be in conflict with competition law by the Danish Competition and Consumer Authority (Danish Competition and Consumer Authority 2020). However, this obstacle is currently being

38. At p. 28 of the Resolution of 16 September 2021 on fair working conditions for platform workers (European Parliament 2021), the European Parliament 'calls on the Commission and the Member States to ensure that waiting time and being available on the platform is considered as working time for platform workers in an employment relationship'.

Moreover, as recalled by Pulignano et al. 2021, the CJEU ruled that, 'when workers do not have a fixed or habitual place of work, the time spent by those workers travelling each day between their homes and the premises of the first and last customers designated by their employer constitutes "working time", within the meaning of that provision' (C266/14).

39. On 31 December 2020, the Court of Bologna declared the discriminatory nature on trade-union grounds of the self-booking system for shifts used by Deliveroo (Aloisi and De Stefano 2021).

40. Article 47-*quater* of Legislative Decree No. 81/2015.

addressed by a non-binding initiative of the European Commission that explicitly exempts collective agreements covering platform workers from falling under EU competition law (European Commission 2021c).

Further difficulties can derive from national frameworks for collective bargaining requiring the identification of a bargaining unit or one or more trade unions with a certain degree of representativeness to sign a collective agreement (ILO 2021). On the one hand, similar requirements are, in fact, useful to avoid the worsening of working conditions through agreements signed by yellow unions; on the other hand, it might be difficult for newer platform workers' organisations to meet these parameters. Moreover, measuring representativeness could prove to be quite challenging, given the low rate of unionisation of platform workers and the lack of reliable and exhaustive data about the actual number of platform workers (ILO 2021). A clear example can be taken from Italy. Under Article 47-*quater* of Legislative Decree No. 81/2015, only collective agreements concluded between the 'comparatively most representative' trade unions⁴¹ and employers' organisations at national level may define the criteria for determining overall remuneration, taking into consideration the way in which the service is performed and the organisation of the employer. If no collective agreement is reached, per-delivery remuneration is not allowed, and the minimum hourly wage according to national collective agreements for similar sectors must be applied. To meet the first provision, a National Collective Agreement was signed between the UGL and Assodelivery in September 2020. But, as mentioned in Section 2.3., in June 2021 the Court of Bologna stated that the UGL did not meet the representativeness requirements of the law and that the application of the agreement to workers was therefore illegal.

Finally, one last risk should be considered, that is to say the trend of some platforms to change part of their business model to circumvent legislation and case law. This might even mean that an existing collective agreement is not applied or make it more difficult to reach a new agreement. For instance, it has been reported that, in Spain, some food-delivery companies started to outsource part of their workforce as a consequence of the entry into force of the 'rider law', in order to circumvent it (Aranguiz 2021; Jolly 2021); and that some platforms employ people through sister companies, sometimes 'escaping' from the applicable collective agreement.⁴² Additionally, the possible link between the dissociation of powers/benefits and obligations/responsibilities resulting from outsourcing and illegal intermediation has already been highlighted.

41. In Italy, there are no law-setting criteria for assessing the representativeness of a union. Therefore, when judges are called on to assess the representativeness of a trade union, they use criteria established over time by case law, such as a significant presence across industries and territories and the recourse to different 'tools' of collective action (such as strikes, collective bargaining, etc.).

42. See: <https://www.tellerreport.com/news/2021-11-14-following-the-historic-collective-agreement---foodora-is-hiring-more-and-more-companies-without-a-contract.rkIpDoNRPK.html>

Conclusion

The aim of this report was to present the results of a mapping of social dialogue experiences in the European platform economy. A total of 52 initiatives were recorded, most of which addressed the food-delivery industry (37 out of 52) and were located in Italy (19), Spain (9) and the Nordic countries (10). With traditional unions accounting for the lion's share, most initiatives (30) were collective agreements, 18 of which were concluded at company level, thus expressing the need for 'tailor-made' regulation, in the interest of both workers and platforms. In point of fact, among the latter, smaller companies were more willing to engage in social dialogue, perhaps in order to carve out a space for themselves in the national market from a dual perspective: winning the 'loyalty' of workers and consumers by providing fairer working conditions and accessing the regulation that best fitted their business model and narrow market. Conversely, among the larger players (and with the important exception of Just Eat) an attitude of avoidance of collective bargaining and labour law protections persists. They appeared more prone to adhere to what we have called 'voluntary agreements' (voluntary commitments with low legal value and lack of enforcement, such as declarations, manifestos, best practice agreements, etc.) and, at the same time, change part of their business model to circumvent legislation and case law. This is why some of them increasingly resort to outsourcing (Aranguiz 2021; Jolly 2021; Meaker 2022, with a specific focus on the UK) or even leave some countries (e.g. Deliveroo in Spain⁴³).

Nevertheless, collective agreements have marked an improvement in working conditions, although much remains to be done to ensure fair and decent work. It was discussed that protection needs stemming from the specific characteristics of the platform economy (such as data portability, algorithmic management, transparency of the algorithm, etc.) are rarely addressed (De Stefano and Taes 2021), and many agreements are conceived as a first step, thus providing an initial 'core' of rights to be updated over time by subsequent renegotiations (Munkholm 2020). It has been stressed that many platform workers still do not have sufficient protection. This is evident for crowd workers – who are hardly covered at all by registered initiatives – especially when carrying out low-skilled tasks, and for people working in sectors already exposed to contingent work in the conventional economy as well (Vandaele 2018). Several agreements have a narrow personal or material scope, and many

43. See https://elpais.com/economia/2021-11-18/deliveroo-se-marchara-de-espana-el-29-de-noviembre.html#?prm=copy_link.

fields of activity are only marginally affected or are actually excluded (such as ride-hailing and cleaning and care work, respectively). Additionally, there are still issues and risks that need to be better addressed, such as discrimination, illegal labour brokering and exploitation, and lack of accountability, etc. In other words, collective bargaining still has a lot to do to make the platform economy socially sustainable, starting from the assumption that legislation should support, but not replace, a collective regulatory framework (Recchia 2021a) that enables regulation of working conditions to be combined with the heterogeneity and variability of platforms.

From a more constructive perspective, it is worth noting that the innovative mechanisms, such as the above-mentioned gradualist approach (which was referred to as the ‘staircase agreement approach’), achieved a relevant goal: they managed to bring some platforms to the negotiating table, paving the way for social dialogue and better working conditions. As mentioned, ‘tailor-made’ collective agreements may also prove to be a good compromise for companies, thus prompting them to start collective bargaining. This is especially true in the food-delivery sector, where competition is fierce (Vandaele 2021b) and consumers and investors are increasingly sensitive to workers’ rights. The ‘weight’ of responsible consumers could indeed become another driver for better working conditions (Sharp 2021), in addition to strikes and litigation that have already been successful. This may prove particularly effective when an institution also takes on specific commitments to orientate consumers and simultaneously support companies complying with the law and collective agreements. In other words and in a broader sense, coordinated and collaborative action by various actors could play a key role in increasing workers’ protection and establishing a level playing field between platforms and workers. In this respect, cooperation (Jesnes et al. 2021) between different workers’ organisations – both informal *and* traditional trade unions – could be the starting point for adequately meeting the main demands of workers and improving their representativeness among workers and in relation to the employer. The Italian social dialogue in the food-delivery industry has recently provided some good examples of this comprehensive and cooperative approach, which could now perhaps be tested elsewhere.

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All links were checked on 13.12.2022.

Annex

Country	Initiative	Type of initiative	Adherence to existing collective agreements	Area of activity of the platform	Actors	Nature of the employment relationship
AT	Vida and the Association for Freight Transport with the Austrian Chamber of Commerce – collective agreement for couriers	National sectoral collective agreement	No (new agreement)	Food delivery (bike and food couriers)	Traditional trade union	Employee
BE	Smart arrangement	Framework/ agreements on temporary agency work (See Sections 2.2 and 2.3.)	Not applicable	Food delivery	Quasi-union/ umbrella company	Employee
BE	ABVV-BTB and Uber ⁴⁴	Company-level collective agreement	No (new agreement)	Ride-hailing	Traditional trade union	Not specified or not relevant to the scope of the agreement
DK	Chabber	Framework/ agreements on temporary agency work	Framework/ agreements on temporary agency work	Services related to catering	Traditional trade union	Employee
DK	3F – Hilfr	Company-level collective agreement	No (new agreement)	Cleaning	Traditional trade union	'Opt in/out' system
DK	HK PRIVAT – Vocaali	Company-level collective agreement	Platform also joins the collective agreement on trade, knowledge and service	Translation services	Traditional trade union	Self-employed
DK	The Danish Chamber of Commerce, 3F Transport (and Just Eat)	National sectoral collective agreement	No (new agreement)	Food delivery	Traditional trade union	Employee
DK	(Media) Negotiation with the Wolt Workers Group (WWG)	Negotiation	Not applicable	Food delivery	Traditional trade union + other workers' organisation	
DE	Frankfurt Declaration on Platform-Based Work – Proposals for platform operators, clients, policy-makers, workers and workers' organisations	Declaration	Not applicable	Various types of gigs/tasks	Traditional trade union	Not specified or not relevant to the scope of the agreement
DE	Crowdsourcing Code of Conduct (2015, updated in 2017)	Code of conduct	Not applicable	Crowd working	Traditional trade union	Not specified or not relevant to the scope of the agreement
DE	(Negotiations) FAU – Foodora – CANCELLED	Negotiation	Not applicable	Food delivery	Independent union	

44. See footnote 13.

Country	Initiative	Type of initiative	Adherence to existing collective agreements	Area of activity of the platform	Actors	Nature of the employment relationship
DE	IG BAU	Negotiation	Not applicable	Cleaning	Traditional trade union	Employee
DE	NGG – Lieferando	Negotiation	Not applicable	Food delivery	Traditional trade union	Not specified or not relevant to the scope of the agreement
IT	Bologna Charter of Fundamental Rights of Digital Workers in the Urban Context (known as the Bologna Charter), between the Municipality of Bologna; Sgnam, Mymenu, Domino's Pizza; CGIL, CISL, UIL, Riders Union Bologna	Trilateral agreement at local (municipality) level	Not applicable	Food delivery	Traditional trade union + other workers' organisation + institutions	Not specified or not relevant to the scope of the agreement
IT	Additional agreement to the NCA for Logistics, Freight Transport and Shipping of 3 December 2017	Collective agreement	NCA for Logistics, Freight Transport and Shipping (supplement)	Food delivery	Traditional trade union	Employee
IT	LaConsegna – FILT CGIL, FIT CISL and UILTRASPORTI	Company-level collective agreement	Implementing the NCA for Logistics	Food delivery	Traditional trade union	Employee
IT	Runner Pizza – FILT CGIL, FIT CISL and UILTRASPORTI	Company-level collective agreement	Implementing the NCA for Logistics	Food delivery	Traditional trade union	Employee
IT	Charter of Fundamental Rights of Gig Economy Riders and Workers – Naples	Agreement between an institution and trade unions (CGIL, CISL, UIL)	Not applicable	Food delivery	Traditional trade union + institutions	Not specified or not relevant to the scope of the agreement
IT	UGL – Assodelivery	National collective agreement	No (new agreement)	Food delivery	Yellow union	Self-employed
IT	White Lybra – MANAGERITALIA	Company-level collective agreement	Complementary to the NCA for managers of companies in the tertiary, distribution and services sector	Tertiary, distribution and services sector	Traditional trade union	Employee
IT	Protocol implementing Article 47-bis et seqq. of Legislative Decree No. 81/2015, additional to NCA for Logistics	Collective agreement	NCA for Logistics, Freight Transport and shipping (supplement)	Food delivery	Traditional trade union	Self-employed
IT	Experimental Legality Protocols against 'caporalato', illegal intermediation and labour exploitation in the food delivery sector (Milan) between CGIL, CISL, UIL, Assodelivery and the Prefecture of Milan	Protocol (trade unions + institutions + platforms)	Not applicable	Food delivery	Traditional trade union + institutions	Not specified or not relevant to the scope of the agreement

Country	Initiative	Type of initiative	Adherence to existing collective agreements	Area of activity of the platform	Actors	Nature of the employment relationship
IT	Assogrocery – UNIONE SHOPPERS ITALIA	National collective agreement	No (new agreement)	Grocery shopping	Yellow union	Self-employed
IT	Montegrappa – FILT CGIL, UILTRASPORTI, FILT CISL	Company-level collective agreement	Implementing the NCA for Logistics	Food delivery	Traditional trade union	Employee
IT	Protocol of Mutual Understanding between the Municipality of Modena and CGIL, CISL and UIL	Agreement between an institution and trade unions	Not applicable	Food delivery	Traditional trade union + institutions	Not specified or not relevant to the scope of the agreement
IT	Tadan – Nidil CGIL	Company-level collective agreement	No (new agreement)	Food delivery	Traditional trade union	Self-employed
IT	Experimental framework Legality Protocol against 'caporalato', illegal intermediation and labour exploitation in the food delivery sector (CGIL, CISL, UIL, Assodelivery and the Minister of Labour)	Protocol (trade unions + institutions + platforms)	Not applicable	Food delivery	Traditional trade union + institutions	Not specified or not relevant to the scope of the agreement
IT	Takeaway.Com Express Italy – FILT CGIL; FIT CISL; UILTRASPORTI; NIDIL CGIL; FELSA CISL; UILtemp	Company-level collective agreement	Implementing the NCA for Logistics	Food delivery	Traditional trade union + other workers' organisation	Employee
IT	Agreement on Riders' Rights between Tuscany Region and trade unions (CGIL, CISL, UIL and their federations for logistics and non-standard workers)	Agreement between an institution and trade unions	Not applicable	Food delivery	Traditional trade union + institutions	Not specified or not relevant to the scope of the agreement
IT	NCA regulating the activity of goods delivery on behalf of others, carried out by self-employed workers, known as riders (between CNL, FILD CONFSAI and FILD CIU)	National collective agreement	No (new agreement)	Food delivery	Traditional trade union	Self-employed
IT	Protocol between the Tuscany Region, CGIL, CISL, UIL, Regional Consumer and User Committee and food delivery platforms	Protocol (trade unions + institutions + platforms)	Not applicable	Food delivery	Traditional trade union + institutions	Employee
IT	NCA regulating the activity of goods delivery on behalf of others, carried out by self-employed workers, known as riders (between CONFael, SNALP and CONFIMITALIA)	National collective agreement	No (new agreement)	Food delivery	Traditional trade union	Self-employed

Country	Initiative	Type of initiative	Adherence to existing collective agreements	Area of activity of the platform	Actors	Nature of the employment relationship
NO	Foodora – Transportforbundet	Nationwide collective agreement	No (new agreement)	Food delivery	Traditional trade union	Employee
ES	Deliveroo – Asoriders	Collective agreement (professional interest agreement for TRADEs)	No (new agreement)	Food delivery	Other workers' organisations	'Third status'
ES	Deliveroo – Autonomous Riders Association (AAR)	Collective agreement (professional interest agreement for TRADEs)	No (new agreement)	Food delivery	Other workers' organisations	'Third status'
ES	UGT – Manifiesto of Intentions – Car Rental Companies	Manifiesto of intentions	Not applicable	Car rental	Traditional trade union	Not specified or not relevant to the scope of the agreement
ES	Extension to riders of the National Collective Bargaining Agreement for the Hotel and Catering Industry – Chapter V	Collective agreement	National Collective Bargaining Agreement for the Hotel and Catering Industry (Extension)	Food delivery	Traditional trade union	Employee
ES	ASORIDERS – Deliveroo, Glovo, Uber Eats and Stuart	Sectoral agreement on best practices	Not applicable	Food delivery	Other workers' organisations	Not specified or not relevant to the scope of the agreement
ES	(Media, summer 2021) Negotiation by Stuart (platform)	Negotiation	Not applicable	Food delivery	Unknown	
ES	Modification of the Framework Agreement for the Hotel and Catering Sector in the Autonomous Community of the Basque Country	Collective agreement	Framework Agreement for the Hotel and Catering Sector (modification)	Food delivery	Traditional trade union	Employee
ES	Agreement on Working Conditions between TAKEAWAY EXPRESS SPAIN, S.L. (Just Eat) and the trade unions Comisiones Obreras and Unión General de Trabajadores	Company-level collective agreement	National Collective Bargaining Agreement for the Hotel and Catering industry (see Section 3.3.)	Food delivery	Traditional trade union	Employee
ES	(Media) Negotiation with Rocket – interrupted	Negotiation	Not applicable	Food delivery	Unknown	
SE	Instajobs – UNIONEN	Framework/ agreements on temporary agency work	Framework/ agreements on temporary agency work	Various types of gigs/tasks	Traditional trade union	Employee

Country	Initiative	Type of initiative	Adherence to existing collective agreements	Area of activity of the platform	Actors	Nature of the employment relationship
SE	Gigstr – UNIONEN	Framework/ agreements on temporary agency work	Framework/ agreements on temporary agency work	Various types of gigs/tasks	Traditional trade union	Employee
SE	Swedish Transport Workers' Union – Bzzt	Company-level collective agreement	Taxi Agreement	Ride-hailing	Traditional trade union	Employee
SE	Foodora – SVENSKA TRANSPORTARBE TAREFÖRBUNDET	Company-level collective agreement	Transport Agreement	Food delivery	Traditional trade union	Employee
CH	Syndicom – Swissmessengerlogistics	Collective agreement	No (new agreement)	Food delivery (bike and food couriers)	Traditional trade union	Employee
CH	SYNDICOM and Mila Code of Conduct	Code of Conduct	Not applicable	Services related to technology	Traditional trade union	Self-employed
CH	Syndicom – Chaskis SA	Collective agreement	No (new agreement) (Chaskis joins Syndicom – Swiss messengerlogistics)	Food delivery	Traditional trade union	Employee
CH	Syndicom – Smood	Collective agreement	No (new agreement)	Food delivery	Traditional trade union	Employee
UK	Hermes – GMB (modified in 2021)	Collective agreement	No (new agreement)	Delivery	Traditional trade union	Self-employed
UK	Uber – GMB	Trade union recognition deal	No (new agreement)	Ride-hailing	Traditional trade union	'Third status'
UK	Deliveroo – GMB Voluntary Partnership Agreement	Trade union recognition deal	No (new agreement)	Food delivery	Traditional trade union	Self-employed

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