'Digital work' in the 'platform economy': the last (but not least) stage of precariousness in labour relationships*

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1. Introduction

The present chapter aims to analyse the labour law issues related to the new forms of work emerging in the so-called gig economy (or platform economy), developed within the organizational models adopted by companies providing 'work on demand via apps' (such as Uber, Taskrabbit, Deliveroo and Foodora) and 'crowdwork' (*in primis* Amazon Mechanical Turk). These two types of 'digital work' represent the main categories of what has been identified in the literature as a unitary phenomenon, calling for a unitary approach.[2] In fact, both challenge the resistance of statutory employment law rules and standards, which often seem inapplicable to platform work due to its elements of rupture and discontinuity with the 'received notions'[3] of *employee* and *employer*.

These notions have been developed taking into consideration the historical prototype of the subordinate, breadwinner worker, who would spend most of his life into the same organization – the Fordist factory – working at the continuous disposal and under the immediate direction of the employer. On the contrary, notwithstanding the presence of a significant degree of control retained by the platform, the 'digital worker' encounters an unprecedented dimension of spatial and/or temporal flexibility, as he/she is (or at least

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[1] Although the chapter is the result of a common reflection, Gionata Cavallini drafted sections 1–6, Matteo Avogaro drafted sections 7 and 8, and section 9 was drafted by both authors.

[2] On platform work in general, see especially Valerio De Stefano, 'The Rise of the "Just-in-Time Workforce": On-Demand Work, Crowdwork, and Labor Protection in the "Gig-Economy"' (2016) 37 Comparative Labor Law & Policy Journal 474; Jeremias Prassl, *Humans as a Service: The Promise and Perils of Work in the Gig Economy* (Oxford University Press 2018); Arun Sundarajan, *The Sharing Economy: The End of Employment and the Rise of Crowd Base Capitalism* (Cambridge University Press 2016); Brishen Rogers, 'Employment Rights in the Platform Economy: Getting Back to Basics' [2016] Harvard Law & Policy Review 479; Alek Felstiner, 'Working the Crowd: Employment and Labor Law in the Crowdsourcing Industry' (2011) 32 Berkeley Journal of Employment and Labour Law 143; Bernd Waas and others, *Crowdwork – A Comparative Law Perspective* (Bund-Verlag 2017); P. Tullini (ed.), *Lavoro e Web* (Giappichelli 2017); Wolfgang Däubler, Thomas Klebe, 'Die neue Form der Arbeit – Arbeitgeber auf der Flucht?' [2015] Neue Zeitschrift für Arbeitsrecht 1032; Gaetano Zilio Grandi, Marco Biasi (eds), *Commentario breve allo statuto del lavoro autonomo e del lavoro agile* (Wolters Kluwer-Cedam 2018) 43–226; Adrian Todolí Signes, 'El impacto del la "Uber economy" en las relaciones laborales: los efectos de las plataformas virtuales en el contrato de trabajo' [2015] Ius labor 1.

[3] Jeremias Prassl, *The Concept of the Employer* (Oxford University Press 2015); Guy Davidov, *A Purposive Approach to Labour Law* (Oxford University Press 2016).

seems to be) entitled to 'the freedom to choose when and where to work, how long to spend, and what work to perform'.[4]

Platforms intermediating and/or providing via-app work performance question the regulative dimension of labour law and call for an investigation in the field of social sciences, where 'digital work' has been already considered as a new chapter in the spreading of precariousness in labour relationships.[5] In general, the gig economy also represents one aspect – of course the most relevant for labour law – of the wider phenomenon related to the development of 'business models where activities are facilitated by collaborative platforms that create an open marketplace for the temporary usage of goods or services often provided by private individuals',[6] which goes under the broad label of the 'collaborative economy'. Even when it does not imply the provision of personal work services (as for instance with reference to platforms such as Airbnb or BlaBlaCar), the 'collaborative economy' brings interpretative and regulative problems to various sectors of law, from consumer protection law to competition law; from tax law to private law in general;[7] this is not to mention the field of privacy law, which increasingly involves several labour law profiles.[8]

With respect to all these fields of law, even without assuming that the platforms took deliberate advantage of the fact that their activity was collocated in a sort of legal 'grey area', the uncertain legal framework facilitated their penetration of the market. Existing instruments of regulation were inadequate to face the issues brought by the new organizational schemes adopted in the platform economy.[9]

The relevance – also at a constitutional level – of the values and interests protected by employment law rapidly focused labour lawyers' attention on platform work. The phenomenon indeed appears to undermine the very founding idea of labour law, enshrined in the ILO proclamation that 'labour is not a commodity'.

The CEO of Amazon, Jeff Bezos, emblematically expressed the tendency towards 'commodification of labour',[10] ideating the catchphrase 'humans-as-a-service'.[11] The CEO of

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[4] Felstiner (n 2) 154.

[5] Jonathan Burston, Nick Dyer-Witheford, Alison Hearn, 'Digital Labour: Workers, Authors, Citizens' (2010) 10 Ephemera: Theory & Politics in Organization 214; Gérard Valenduc, Patricia Vendramin, *Le travail dans l'économie digitale: continuités e ruptures* (ETUI 2016); Riccardo Stagliano, *Lavoretti. Cosí la sharing economy ci rende tutti piú poveri* (Einaudi 2018).

[6] COM (2016) 356 final, *A European agenda for the collaborative economy*.

[7] Guido Smorto, *Critical Assessment of European Agenda for the Collaborative Economy, on behalf of European Parliament. In-Depth Analysis for the IMCO Committee* (European Parliament 2017); Nestor Davidson, Michèle Finck, John Infranca (eds), *Cambridge Handbook on Law and Regulation of the Sharing Economy* (Cambridge University Press 2018).

[8] For a recent comparative overview, see Marta Otto, *The Right to Privacy in Employment: A Comparative Analysis* (Hart Publishing 2016).

[9] Felstiner (n 2) 168.

[10] Birgitta Bergvall-Kåreborn, Debra Howcroft, 'Amazon Mechanical Turk and the Commodification of Labour' (2014) 29 New Technology, Work and Employment 213; Antonio Aloisi, 'Commoditized Workers. Case Study Research on Labour Law Issues Arising from a Set of "On-Demand/Gig Economy" Platforms' (2016) 37 Comparative Labor Law & Policy Journal 653.

[11] The expression is recalled by Prassl, *Humans as a Service* (n 2).

Crowdflower, Lukas Biewald, pointed out very clearly: 'Before the Internet, it would be really difficult to find someone, sit them down for ten minutes and get them to work for you, and then fire them after those ten minutes. But with technology, you can actually find them, pay them the tiny amount of money, and then get rid of them when you don't need them anymore.'[12] The *Economist*, finally, talked about 'Workers on Tap', publishing on its cover the image of a series of workers spilling from a faucet and floating in the sky.

2. New labour relationships in the gig economy: 'work on demand via app' and 'crowdwork'

In order to understand the elements of singularity and innovation characterizing the new forms of 'platform work' emerging in the gig economy, it seems necessary, in the first place, to distinguish between the two main categories: 'work on demand via app' and 'crowdwork'.[13]

Simplifying as much as possible, the former consists of the online intermediation, carried out by a platform algorithm, of 'ordinary' working performances to be executed in the real world and, in particular, in the urban context of big cities.[14] It is possible to include in this category all those platforms who provide services of transportation (Uber, Lyft), of delivery (Foodora, Deliveroo) or of assistance of various kinds (Taskrabbit, Helpling).

The latter, on the contrary, mobilizes a 'virtual workforce':[15] it consists of the provision of human intelligence tasks by virtually any natural person,[16] located anywhere in the world, who has access to the world wide web and some time to spend on a computer. The remuneration can be extremely low, possibly amounting to only a few cents (as with most of the tasks available on Amazon Mechanical Turk[17]).

Moreover, while 'work on demand via app' is usually performed for individual consumers, 'crowdwork' is often used by enterprises and private and public institutions (including universities and research centres), which integrate the crowdsourced tasks into their productive cycle. In this perspective, crowdsourcing represents the final step of the processes of outsourcing and downsizing of the firm that have animated debate among labour lawyers over the past decades.[18] What characterizes both 'work on demand via apps' and

[12] Quoted by Moshe Z. Marvit, 'How Crowdworkers became the Ghosts in the Digital Machine' (*The Nation*, 4 February 2014) www .thenation. com/ article/h ow -crowdworkers -became- ghosts -digital- machine/ accessed 15 May 2018.

[13] Valerio De Stefano, Antonio Aloisi, 'Fundamental Labour Rights, Platform Work and Human-Rights Protection of Nonstandard Workers' [2018] Bocconi Legal Studies Research Paper series 6.

[14] Guido Smorto, 'The Sharing Economy as a Means to Urban Commoning' [2016] Comparative Law Review 1.

[15] Emanuele Dagnino, 'Il lavoro nella on-demand economy' [2015] Labour & Law Issues 90.

[16] That is, those tasks requiring an activity that a human intelligence can (as of today) perform better than an artificial one, including both elementary and repetitive tasks (such as recognizing an image, or typing the content of an audio file) as well as professional or creative projects (such as translations, design and graphics). See Six Silberman, Lilly Irani, 'Stories We Tell about Labor: Turkopticon and the Trouble with "Design"' [2016] Proceedings of Special Interest Group in Human Computer Interaction.

[17] Bergvall-Kåreborn, Howcroft (n 10) 213.

[18] See *inter alia* Edoardo Ales and others (eds), *Employment Relations and Transformation of the Enterprise in the Global Economy* (Giappichelli 2016).

'crowdwork', however, is that although all the contracts expressly qualify the worker as an independent provider of services, the platform is able to retain a significant degree of control over the content and modalities of the performance. Platforms often unilaterally determine the price of the transaction, and the customer's feedback assessment of the worker's performance has a significant impact on the position of the worker,[19] as low feedback scores could lead immediately to a decrease in assignments and even to account deactivation, which represents the ultimate frontier of dismissal.[20]

3. The independent contractor clauses

Notwithstanding the several differences between the many platforms providing 'digital work' services or crowdsourcing,[21] an important common trait can be found in that they all pursue immunity from labour law standards and regulations. The legal relationship between the platform and the worker is devised as a relationship among equals, where there is no room for the application of any protective measure to the substantially weaker party, and the contractual terms and conditions contain specific independent contractor clauses,[22] which expressly qualify platform workers as self-employed providers of services (i.e. as microentrepreneurs). Platforms seek to obtain such immunity by claiming they act as simple middlemen matching the demand and supply of working activities which are independently performed by third party workers (as in the case of Uber's terms and conditions, specifying that 'the Partner accepts, agrees and acknowledges that a direct legal relationship is created and assumed solely between the Partner and the Customer'[23]), and/or by stressing that no employment contract is stipulated by the parties (as in the case of Amazon Mechanical Turk's participation agreement, underlining that 'this Agreement does not create an . . . employer/employee relationship between Providers and requesters, or Providers and AMT'[24]).

Some platforms are even more explicit, such as Deliveroo's supplier agreement, which warns the worker: 'You are a self-employed supplier and therefore acknowledge that you are neither an employee of Deliveroo, nor a worker within the meaning of any employment rights legislation.'[25]

By means of those terms and conditions – which platforms have substantial power to impose upon workers seeking an occupation – platforms can maintain that they are not a party to

[19] Alex Rosenblat, Luke Stark, 'Algorithmic Labor and Information Asymmetries: A Case Study of Uber's Drivers' [2016] International Journal of Communication 3758; Alessandra Ingrao, 'Assessment by Feedback in the On-Demand Era', in Edoardo Ales and others (eds), *Working in Digital and Smart Organizations: Legal, Economic and Organizational Perspectives on the Digitalization of Labour Relations* (Palgrave Macmillan 2018).

[20] Aloisi, 'Commoditized Workers' (n 10) 664; Maria L. Birgillitto, 'Lavoro e nuova economia: un approccio critico' [2016] Labour & Law Issues 72.

[21] For an overview Waas (n 2) 13; Aloisi, 'Commoditized Workers' (n 10) 688.

[22] De Stefano (n 2) 485.

[23] The clause is quoted in London Employment Tribunal 28 October 2016, *Aslam, Farrar et al. v. Uber B.V. et al.* Case 2202551/2015 para 33.

[24] AMT Participation Agreement, § 3.d, available at www .mturk .com/ mturk/ conditionsofuse accessed 15 May 2018.

[25] Deliveroo Supplier Agreement, § 2.1, available at www. parliament.uk/ documents/ commons -committees/ work -and -pensions/ Written _Evidence/ Deliveroo -scooter -contract. pdf accessed 15 May 2018.

any contractual relationship with the worker, and avoid all the related obligations. Platform workers are therefore apparently excluded from the scope of statutory employment law and do not, consequently, enjoy all the protective provisions that 'standard' employees are given, with regard to minimum wage, paid leave, protection against dismissal and social security benefits. Especially when they are not even considered parties in a self-employed relationship with the platform, as in the case of Uber, platform workers really do seem to fall into an 'empty space of law'.

The idea of the independent contractor clause, moreover, is not only relevant from a strictly legal perspective, but also covers the organizational level of everyday functioning management. A recent article by *The Guardian* divulged an internal protocol adopted by Deliveroo providing the platform's managers with a blacklist of terms and expressions not to be used in communications with the workforce, in an almost amusing 'dos and don'ts' format (e.g. do not say 'working for Deliveroo'; do say 'working with Deliveroo').[26]

Having outlined the legal framework of platform work, it is now necessary to verify whether the independent contractor clauses we have examined can be legally challenged – by the worker or by other subjects who might be interested in pursuing the reclassification of the relationship, such as public authorities and/or trade unions – and to what extent.

4. Litigation in Europe: the (Competition Law) perspective of the EU

Labour law in almost every jurisdiction is based on a general principle of effectiveness, which means that when the contractual label indicated in the agreement does not correspond to the substance of the relationship, the latter prevails. On this ground, the effectiveness of the independent contractor clause has been questioned before employment courts in many jurisdictions – from the United States, where a significant litigation ended in billion-dollar settlements,[2727] to the Far East[28] – by platform workers claiming employment status and the consequent application of relevant labour law provisions.

In European countries, gig economy-related litigation was raised first with regard to competition law issues.[29] Licensed taxi drivers claimed before civil courts that since Uber's activity is the provision of a taxi service, it should be entirely subject to the particular regimes regarding public transportation services set forth by applicable regulations, which generally

[26] Sarah Butler, 'Deliveroo Accused of "Creating Vocabulary" to Avoid Calling Couriers Employees' (*The Guardian* 5 April 2017) www. theguardian.com/ business/ 2017/ apr/ 05/ deliveroo- couriers -employees-managers accessed 15 May 2018.

[27] Miriam Cherry, 'Beyond Misclassification: The Digital Transformation of Work' (2016) 37 Comparative Labor Law & Policy Journal 577; Wilma B. Liebman, Andrew Lyubarsky, 'Crowdworkers, the Law and the Future of Work: The U.S.', in Waas and others (n 2) 51.

[28] Mimi Zou, 'The Regulatory Challenges of "Uberization" in China: Classifying Ride-Hailing Drivers' (2017) 33 International Journal of Comparative Labour Law and Industrial Relations 269.

[29] For an overview, Vassilis Hatzopoulos, Sofia Roma, 'Caring for Sharing? The Collaborative Economy under EU Law' (2017) 54 Common Market Law Review 81; Niamh Dunne, 'Competition Law (and Its Limits) in the Sharing Economy', in Davidson, Finck, Infranca (n 7); Nicola Rampazzo, 'Rifkin e Uber. Dall'età dell'accesso all'economia dell'eccesso' [2015] Diritto dell'informazione e dell'Informatica 957.

require specific authorizations and licences that the platform and the drivers do not possess.[30] Several national judges referred to the Court of Justice of the EU the question whether a service such as that provided by Uber should be classified as an 'information society service' for the purposes of the relevant provisions of EU law and consequently should enjoy immunity from the limitations to the freedom of providing services (Art. 56 TFEU) established in the sector of public transportation.[31]

In its first decision,[32] the Court of Justice affirmed that an intermediation service such as that provided by Uber must be regarded as being inherently linked to a transport service and, accordingly, must be classified as 'a service in the field of transport' within the meaning of Article 58(1) TFEU. Therefore, such a service is excluded from the scope of Article 56 TFEU, Directive 2006/123,[33] and Directive 2000/31.[34]

Although the decision did not take any position on the controversial status of Uber drivers, the acknowledgement that Uber works as a transportation service gave labour lawyers a strong reason to sustain that Uber drivers fall within the scope of employment law.[35] The insertion of the worker within an entrepreneurial context represents an element that labour judges often take into consideration when it comes to ascertaining the existence of the condition of subordination of the employee.[36] However, the elementary evidence that 'Uber does not simply sell software; it sells rides', which had already been considered by labour judges, does not seem *per se* sufficient to conclude that its drivers are necessarily employees. European jurisprudence individuates the essence of the 'tie of subordination' in the circumstance that the worker acts 'under the direction of his employer as regards, in particular, his freedom to choose the time, place and content of his work, does not share in the employer's commercial risks, and . . . forms an integral part of that employer's undertaking, so forming an economic unit with that undertaking'.[37]

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[30] Tribunale di Milano 25 May 2015 and Tribunale di Milano 2 July 2015, preventing the release of the Uber-pop services in Italy. Successively, Italian courts questioned the legitimacy of the provision of Uber-black services, concluding first that Uber-black drivers' special permit (the so-called NCC licence) does not cover the possibility of collecting calls by clients while circulating in the street, which is reserved only to licensed taxi drivers (Tribunale di Torino 24 March 2017; Tribunale di Roma 7 April 2017). The decision, however, was overruled at second instance (Tribunale di Roma 25 May 2017). Uber-pop has been blocked even in the Netherlands, by the judgment of the College van Beroep voor het bedrijfsleven 8 December 2014.

[31] See the requests for a preliminary ruling C-434/15, *Asociación Profesional Elite Taxi v. Uber Systems Spain, S.L.*, issued by the Juzgado Mercantil of Barcelona (Spain); C-526/15, *Uber Belgium BVBA v. Taxi Radio Bruxellois NV*, issued by the Nederlandstalige rechtbank van koophandel of Brussels (Belgium); C-320/16, *Uber France SAS*, issued by the Tribunal de grand instance of Lille (France).

[32] C-434/15 *Asociación Profesional Elite Taxi v. Uber Systems Spain, S.L.* [2017]. The Court confirmed the conclusion in a second decision regarding Uber (C-320/16, *Uber France SAS* [2018]).

[33] Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market [2006] OJ L376/36.

[34] Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market [2000] OJ L178/1.

[35] Anna Donini, 'Regole della concorrenza e attività di lavoro nella *on demand economy*: brevi riflessioni sulla vicenda Uber' [2016] Rivista Italiana di Diritto del Lavoro 46.

[36] Adalberto Perulli, *Economically Dependent/Quasi-Subordinate (Parasubordinate) Employment: Legal, Social and Economic Aspects* (European Commission 2003) 13.

[37] C-413/13 *FNV Kunsten Informatie en Media v. Staat der Nederlanden* [2014] para 36, recalling the judgments delivered in case C-256/01, *Allonby*; C-3/87, *Agegate*; C-22/98, *Becu and others*.

It is not a surprise, therefore, that in his opinion, Advocate General Szpunar specified that his finding does not, however, mean that Uber's drivers must necessarily be regarded as its employees. The company may very well provide its services through independent traders who act on its behalf as subcontractors. The controversy surrounding the status of drivers . . . is wholly unrelated to the legal questions before the Court in this case.[38]

5. Litigation in Europe: the perspective of national Labour Law systems

European jurisprudence arrived at an initial outcome with respect to the labour law profile of the gig economy with the London Employment Tribunal judgment on the status of Uber drivers in the London area.[39] The judgment, which was recently confirmed by the Appeal Tribunal,[40] will be analysed in depth in Jeff Kenner's chapter in this book.[41]

However, in order to appreciate the impact of the judgment on other legal systems, it is necessary to clarify that Uber drivers were reclassified not as employees but as 'workers', an intermediate category provided for by UK law which includes those who perform personal work in a condition of quasi-subordination. Although Uber drivers were not deemed employees under the master and servant test, the British judge considered the independent contractor clauses as 'twisted language' deserving a 'degree of scepticism',[42] and classified the claimants as 'workers', with consequent acknowledgement of the right to enjoy some relevant statutory employment law protections, including minimum wage and paid leave. The intermediate category of 'worker' in fact differs significantly from those introduced in other legal systems,[43] where 'quasi-subordinate' workers are provided with much less protection than 'regular' employees. While the use of the intermediate category of 'worker' did indeed provide British gig workers with adequate protection, it has been noted that in other jurisdictions, recourse to intermediate categories – which has been proposed also at a doctrinal level[44] – could be ineffective and does not represent a sort of panacea.[45]

In continental Europe, as we have seen, civil courts have placed several limitations on the use of Uber's services, which can be performed only by licensed drivers. More generally, in continental Europe the taxi driver job merits higher consideration from a social and economic point of view. For these reasons, Uber drivers did not raise any mobilization against the platform nor almost any judicial claim related to their status; the exception was the proceeding filed against Uber by the French trade union Urssaf, claiming once again the

[38] C-434/15 *Asociación Profesional Elite Taxi v. Uber Systems Spain, S.L.* [2017], Opinion of AG Szpunar, para 54.
[39] *Aslam and Farrar v. Uber* (n 23). Among the first commentators Ian Lloyd, 'Uber Drivers in London: "To Be or Not to Be" An Employee?"' [2016] Computer Law Review International 161; Guy Davidov, 'The Status of Uber Drivers: A Purposive Approach' [2017] Spanish Labour Law and Employment Relations Journal 6.
[40] London Employment Appeal Tribunal 10 November 2017, *Uber B.V. et al. v. Aslam, Farrar et al.*, case UKEAT/0056/17/DA.
[41] Chapter 11.
[42] Both the considerations in *Aslam and Farrar v. Uber* (n. 23) para. 87.
[43] Perulli (n 36); Miriam Cherry, Antonio Aloisi, '"Dependent Contractors" in the Gig Economy: A Comparative Approach' (2016) 66 American University Law Review 635.
[44] Seth D. Harris, Alan B. Krueger, *A Proposal for Modernizing Labor Laws for Twenty-First-Century Work: The "Independent Worker"* (The Hamilton Project Discussion Paper, December 2015).
[45] De Stefano (n 2) 497; Cherry, Aloisi (n 43) 688.

drivers' subordinate status.[46] On the contrary, in most cases Uber drivers defended the position of the company in the proceedings for unfair competition brought by regular taxi drivers, without opening a second judicial front.

The foregoing explains why in continental Europe we should individuate the prototype of the precarious gig worker more in terms of the deliveryman of 'work on demand via apps' such as Foodora, Deliveroo or UberEats (the 'food' spinoff of the American platform), rather than the 'driver' of a black cab. Such kinds of worker represent a workforce characterized by extremely precarious conditions of employment, low wages and a lack of almost any social security benefit.[47]

After the mobilization of Italian riders during the *Foodora* case in 2016, which will be analysed in greater depth in the final part of this chapter, Deliveroo workers took collective action in the UK, Germany, the Netherlands and Belgium, where they even occupied the company's headquarters in Brussels.[48] With reference to Deliveroo's riders, while French judges did not accord reclassification,[49] the Spanish Labour Inspectorate,[50] as well as the Tribunal of Valencia,[51] found them an emblematic example of misguided employment relationships. In Italy, some of the Foodora riders who had been deactivated after the mobilization sued the company claiming their employment status and the illegitimacy of their dismissal, but the Tribunal of Turin rejected the claim.[52]

6. The perspective of public intervention: the focus on gig workers' trade union rights

While we have seen that judges from all over the world have already dealt on many occasions with the issue of platform work, legislators have not dedicated so much attention to the phenomenon. In fact, at the time of writing, no organic regulation of the gig economy has been adopted in any jurisdiction. However, some attempts have been made to regulate some specific aspects, with reference to the field of collective bargaining warranties.

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[46] The Tribunal, unfortunately, rejected the claim on a technicality, without taking a position on the matter. See Cristophe Alis, 'Devant la justice, l'Urssaf perd face à Uber' (*Liberation* 17 March 2017) www .liberation. fr/ futurs/ 2017/ 03/ 17/ devant- la -justice- l -urssaf -perd -face -a -uber _1556255 accessed 3 April 2019.

[47] Gionata Cavallini, 'Foodora, Deliveroo & Co. I rapporti di lavoro nella gig economy italiana tra previsioni contrattuali ed effettive modalità di esecuzione del rapporto' (Impresa, lavoro e non lavoro nell'economia digitale, Brescia, October 2017) 3.

[48] 'Deliveroo: Occupation of Brussels Head Office Proceeds' (*Brusselstimes*, 25 January 2018) www .brusselstimes .com/b russels/ 10141/ deliveroo- occupation- of -brussels -head -office -proceeds accessed 15 May 2018.

[49] Conseil de prud'hommes de Paris 5 September 2016, RG n° F15/0164, confirmed by Cour d'Appel de Paris 22 November 2017, S 16/12875.

[50] Manuel V. Gómez, 'La Inspección de Trabajo rechaza el modelo laboral de Deliveroo' (*Elpais*, 17 December 2017 https://e lpais .com/ economia/2 017/ 12/ 16/ actualidad/1 513450698 _104616 .html accessed 15 May 2018. .

[51] Juzgado de lo Social de Valencia 1 June 2018, n. 244

[52] Tribunale di Torino 7 May 2018, n. 778 [2018] Il lavoro nella giurisprudenza 721, valorizing the degree of temporal flexibility enjoyed by the riders.

Following experience in the United States,[53] the French *Loi travail*, approved in 2015, introduced in the Labour Code some specific rules applicable to the '*travailleurs indépendants recourant, pour l'exercice de leur activité professionnelle, à une ou plusieurs plateformes de mise en relation par voie électronique*' (Art. L. 7341-1). The reference to self-employed workers (*travailleurs indépendants*) is not an endorsement of the classification laid down in contractual terms, as the possibility for the worker to claim a subordinate status is not excluded. On the contrary, the discipline is meant to grant protection to those platform workers who cannot seek reclassification, who are provided with the right to form organizations (Art. L. 7342-6) and to take collective action in defence of their interests, including a sort of right to strike (Art. L. 7342-5).[54]

An element of criticality regarding the perspective of granting (self-employed) platform workers the right to unionize and take collective action, however, is represented by those provisions of EU law prohibiting firms from collusion on prices (Art. 101 TFEU).[55] The Court of Justice recently stated that such a prohibition applies also to self-employed workers, unless their relationship is not a misguided self-employment relationship (bogus self-employment).[56]

Even some Italian bills have gone in the direction of acknowledging collective bargaining rights for platform workers.[57] An initial degree of protection can be found in the recent law on the protection of self-employed nonentrepreneurial work (Law 22.5.2017, no 81), establishing some basic rights for *all* self-employed workers (including professionals), which may find a useful application also for platform workers.[58] A *de iure condendo* proposal to establish a set of basic rights and warranties has been made at the global level by a group of scholars who drafted a 'Manifesto to Reform the Gig Economy' articulated in 11 points,[59] updating the ILO motto that 'labour is not a commodity' with the new proclamation that 'labour is not a technology'.

7. The perspective of private activism: 'New mutualism' as a (temporary?) way to enhance gig workers' protections

As a consequence of the scarce activism of national legislators in regulating platform work, new initiatives arose in the private sector to enhance gig workers' protections. The common

[53] In December 2015 the Seattle City Council approved an ordinance providing that drivers classified as independent contractors have the right to unionize, pursuant to a legal scheme that resembles the Wagner Act: Nick Wingfield, Mike Isaac, 'Seattle Will Allow Uber and Lyft Drivers to Form Unions' (*Nytimes*, 14 December 2015) www .nytimes .com/ 2015/ 12/ 15/ technology/ seattle -clears -the -way -for -uber -drivers -to -form -a -union .html accessed 15 May 2018.

[54] The article refers to the 'mobilisations of concerted refusal to provide activities' ('*mouvements de refus concerté de fournir leurs services*').

[55] The topic will be analysed more in depth by Joanna Unterschütz in Chapter 12.

[56] *FNV Kunsten Informatie en Media v. Staat der Nederlanden* (n 37).

[57] For an overview, Emanuele Dagnino, 'Le proposte legislative in materia di lavoro da piattaforma: lavoro, subordinazione e autonomia', in Gaetano Zilio Grandi, Marco Biasi (n 2) 207.

[58] With particular regard to the protection against abusive terms and conditions and the unfair termination of the relationship (Art. 3, law 81/2017).

[59] Antonio Aloisi, Valerio De Stefano, Six Silberman, 'A Manifesto to Reform the Gig Economy' (*Pagina99*, 29 May 2017) www .pagina99. it/2017 / 05/ 29/ a -manifesto- to -reform -the -gig -economy/ accessed 15 May 2018.

thread of these experiences is 'new mutualism':[60] an attempt to renew the principle with which, at the beginning of the twentieth century, the mutual aid societies originated, by realizing forms of voluntary association of people with the purpose of reciprocal aid and protection to face the risks related with the digitized working activity. New mutualism is developing along two different tiers: 'umbrella companies', focused on direct provision of services and social protection to gig workers, and a form of 'associational unionism',[61] mainly oriented to representation and advocacy.

7.1. Umbrella companies: between formal employment agreements and a patchy legal framework

'Umbrella companies' are intended as juridical entities to assist and formally hire gig workers – to provide them with the protections set forth by national legal frameworks for dependent work – but to allow them, at the same time, to manage their activity as freelancers.[62] The best known example is the Belgian– French company *Société Mutuelle pour artistes* (SMart), which was founded in 1998 and now involves about 90,000 people in nine different European countries.[63] The field of action of the company, initially limited to workers in the domain of arts, gradually extended, in contexts where local legislation allows, to the entire area of independent contractors, save for regulated professions.[64]

In general, both SMart and its subsidiaries adopt the juridical structure of a cooperative company.[65] Gig workers seeking enhanced protection must become affiliated to the company and are then allowed to undertake an additional labour agreement. The worker therefore acquires employee status, but is allowed to continue acting 'autonomously' in the labour market: he is free, indeed, to manage his relationship with clients. When an arrangement is made regarding the independent contractor's activity and the respective costs, the freelancer is required to ask his customer to sign a specific agreement ascribing the working performance to SMart. SMart invoices the performance to the customer and provides the worker with payment of the agreed sum, either as a lump sum or on an ongoing basis.

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[60] See, *inter alia*, Martha W. King, 'Protecting and Representing Workers in the New Gig Economy' in Ruth Milkman and Ed Ott (eds), *New Labor in New York: Precarious Workers and the Future of the Labor Movement* (ILR Press 2014) 166; Greig de Peuter and Nicole S. Cohen, 'Emerging Labour Politics in Creative Industries', in Kate Oakley and Justin O'Connor (eds), *The Routledge Companion to the Cultural Industries* (Routledge 2015) § 24.

[61] The origin of the term 'associational unionism' can be found in Charles C. Heckscher, *The New Inionism* (1st edn, Basic Books Inc. 1988) 177.

[62] Umbrella companies are described in this chapter in a 'new mutualistic' sense, based on the behaviour of platforms and precarious workers that gathers their contributions and resources to create organizations able to improve their protection in the labour market. The abovementioned approach is different, in particular, from the business-oriented one mainly propagated in the United Kingdom: see Patricia Leighton and Michael Wynn, 'Classifying Employment Relationships – More Sliding Doors or a Better Regulatory Framework?' (2011) 40 ILJ 5. With reference to the Swedish context, see Annamaria Westregård, Chapter 12.

[63] SMart Belgium, 'La coopérative en pratique?' (*Smart.be*) http://s martbe .be/ fr/ la -cooperative- en -pratique/ accessed 11 March 2018; and SMart Belgium, 'Historique' (*Smart.be*) http://s martbe.be/ fr/ a -propos/ historique/ accessed 11 March 2018. While SMart is one of the most relevant umbrella companies in Europe, other, similar versions have been developed, mainly in France, as Copaname and Grands ensemble, and in Italy, with the cooperative company DocServizi.

[64] Sandrino Graceffa, *Rifare il mondo . . . del lavoro* (1st edn, DeriveApprodi 2017) 103–4.

[65] In Belgium the legal form adopted is the *Société coopérative à responsabilité limitée à finalité sociale*, while in Italy SMart adopted the legal form *Società cooperativa a mutualità prevalente*.

The affiliation fee is about EUR 50, corresponding to the sum required to buy the smallest share of the cooperative company, becoming its associate. In addition, 6.5–8.5 per cent of each sum invoiced by the cooperative company in place of the freelancer is retained by SMart, in order to finance the organization.[66]
The core service provided by the company is grounded in the idea of new mutualism: it means the wage deriving from the activity of the autonomous worker is paid by SMart within seven days after each performance has been realized, even if the customer defaults.[67] This service is mainly financed through part of the aforementioned withholding on each invoice issued by SMart on behalf of the freelancer: the mutualist element relies on the fact that all of the workers affiliated to SMart contribute to the fund, which is then utilized on a case by case basis, to help workers in difficulty due to a customer's breach of contract.

Other main services at the disposal of SMart affiliates concern relevant issues referred to freelancers' activity, such as insurance against professional liability,[68] free of charge courses aimed at strengthening workers' skills,[69] and various other education opportunities. The SMart scheme was adjusted to 'work on demand via app' in May 2016, but only in Belgium, due to the increasing number of gig workers among its affiliates.

The cooperative company indeed executed a specific agreement with two online working platforms specializing in food delivery – Take Eat Easy and Deliveroo – giving rise to a remarkable improvement in working conditions. According to these conventions, the riders obtained the opportunity to choose whether to work directly for the platform as self-employed people, or to be hired as employees by SMart.[70] The most relevant agreement was that with Deliveroo:[71] the platform assured SMart employees a salary at least equal to the medium monthly minimum wage indicated by the Belgian law; to pay to the workers a daily amount equal at least to the one corresponding to three business hours, in which the performance was required, even on days in which the rider had worked for a shorter period; to provide the rider with a reimbursement for smartphone and biking gear usage, and to provide an indemnity in case repairs to the latter were required.[72]

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66 The amount varies on the basis of the SMart subsidiary analysed.
67 See n 62.
68 SMart France, 'Des services mutualisés' (*Smart.fr*) www .smartfr .fr/ des -services -mutualises/ accessed 8 March 2018.
69 As an example, SMart Belgium offers courses concerning intellectual property law to allow 'creative' freelancers to better manage their activity: see SMart Belgium, 'Sessions d'information' (*Smart.be*) http://s martbe .be/ fr/ services/ sessions -dinformation/ accessed 3 March 2018.
70 At the beginning of 2017, the number of riders working for Deliveroo and employed by SMart amounted to 90 per cent of the overall number of Deliveroo riders: see SMart Belgium, 'Quelques chiffres 2017' (*Smart.be*) http://s martbe .be/ media/ uploads/ 2014/ 01/ 251017 -Deliveroo .pdf accessed 11 March 2018.
71 Centre for European Policy Studies and European Economic and Social Committee, *Impact of Digitalization and the On-Demand Economy on Labour Markets and the Consequences for Employment and Industrial Relations* (doi: 10 .2864/ 695900, 2017) 25.
72 For an analysis of economic conditions offered by SMart, and those assured to self-employed riders of Deliveroo, see Zak Kilhoffer, Karolien Lenaerts, 'What Is Happening with Platform Workers' Rights? Lessons from Belgium' (*CEPS Commentary*, 31 October 2017) www .ceps .eu/ publications/w hat -happening- platform -workers -rights -lessons -belgium accessed 28 February 2018 and Pietro Ichino, 'Le conseguenze dell'innovazione tecnologica sul diritto del lavoro' [2017] 4 Rivista italiana di diritto del lavoro 529–30.

This experiment ended at the beginning of 2018 after Deliveroo terminated its cooperation with SMart, requiring riders to return to the autonomous regime and to be paid at piece rate. However, the policy followed by the cooperative company demonstrated its relevance in the case of Take Eat Easy's bankruptcy in 2016. When this food delivery platform went out of business SMart guaranteed immediate payment of about 400 affiliates' salaries and social security contributions, through the abovementioned mutualist fund, for an amount of approximately EUR 400,000, meaning former Take Eat Easy workers were not required to wait until the medium–long term insolvency proceedings were over in order to be paid.[73]

Umbrella companies therefore seem to be a powerful instrument against platform workers' exploitation; nonetheless this tool, if regulated only by market dynamics, risks revealing itself as a passing remedy, subject to mutations of platforms' intentions. Some experts have also urged a legislative intervention in some European countries, to introduce a specified agreement to regulate the relationship between the freelancer and the umbrella company, in order to encourage the development of these organizations and prevent objections that could be raised by courts or administrative bodies.[74]

7.2. Associational 'digitized' unionism: a light form of 'New mutualism' to increase freelancers' position in the labour market, inspired by associational unionism

From another point of view, the category of 'associational unionism' – which gathers together new unionism models experimenting with strategies other than binomial collective bargaining and strike[75] – could be utilized to classify the other popular types of digitized freelancer organizations. These entities generally assume the juridical form of associations: affiliated freelancers remain autonomous workers, and each organization allows members to accede to exclusive services and resources.

These entities can also be framed in the area of new mutualism: organized in this way, freelancers can obtain benefits at a lower price and put more force behind their claims for better working conditions.

In this field, the Freelancers Union, the association of freelancers founded in 1995 by Sara Horowitz, offers a clear example of how these associations work.[76] Membership of the Freelancers Union is open to, among others, freelancers, consultants, independent contractors, part timers, contingent employees and self-employed; it is free of charge, but optional donations are welcome. Since affiliated workers do not have to pay a subscription fee, the organization sustains itself through grants and other support provided by public and private entities. The activity of the organization is substantially arranged in three main areas: benefits, resources and advocacy.

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[73] SMart Belgium, 'Quelques chiffres 2017' (n 70).

[74] See, as concerns the Italian debate, Pietro Ichino, 'Una legge per i platform workers e per le umbrella companies' (*Sito web di Pietro Ichino*, 5 October 2017) www .pietroichino. it/?p = 46512 accessed 12 March 2018.

[75] Charles C. Heckscher, *The New Unionism* (n 61) 189–90.

[76] Freelancers Union counts, in the United States, more than 350,000 affiliates; on the main issues it deals with, see Sara Horowitz and Tony Sciarra Poynter, *The Freelancer's Bible: Everything You Need to Know to Have the Career of Your Dreams* (1st edn, Workman Publishing Company 2012).

Benefits provided to Freelancers Union members include a wide range of insurance agreements. The most relevant is favourable professional liability insurance: the affiliated can obtain customized protection, based on the characteristics of his/her business, up to USD 2,000,000 in the case of claims regarding negligent performance or unfounded client claims.[77] Other benefits relate to the particular conditions of independent workers in the US's liberalized legal framework: therefore, they concern, basically, health protection.

Resources provided by the association are mainly set out to improve workers' education, simplify their day to day activity and provide them easy access to tax and legal advice. The organization allows interested freelancers to download guides concerning, *inter alia*, the rules protecting intellectual property, their right to be paid, any tips for this purpose, tax guides and suggestions. In addition, the affiliate may accede to specific assessment and advice services providing the possibility to benefit from public health insurance, or offering suggestions to manage simple tax issues. Remarkable in this field is, finally, an app which allows the worker to rapidly find a lawyer in case there is a need for assistance.[78]

The Freelancers Union's advocacy is mainly directed at obtaining fair work conditions and timely payments for freelancers. To this end, the association has promoted several campaigns which culminated with the City of New York's enactment of the Freelance Isn't Free Act.[79] The bill set forth rules concerning a wide category of freelancers operating in the City of New York or under its law,[80] who earn more than USD 800 over four weeks of work: guarantees adopted in favour of the aforementioned independent workers concern, as examples, the right to be paid in full 30 days after the work is delivered and the right to execute a written agreement with the customer.[81] Other core activities offered to Freelancers Union members seek to assist them in expanding their networks, by means of guides and specific sessions called Spark,[82] aimed at promoting meetups to create and develop freelancers' communities.

According to the framework highlighted above, private activism seems to be a remarkable temporary solution to assuage the precarious conditions of platform workers. Nonetheless, the solution developed along the lines of 'new mutualism' cannot be considered a definitive reply: the absence of a uniform discipline concerning, at least at the European level, umbrella companies, and the persistent obstacles both in Europe and in the US limiting unionism of autonomous workers, undermine the effectiveness of the solutions analysed above, which inevitably vary on the basis of regulations adopted by different countries. Therefore, in the

[77] This section also offers favourable general liability insurance, protecting the freelancer from third party claims: see Freelancers Union, 'Liability' (*Freelancers Union*) www .freelancersunion .org/ benefits/l iability/ accessed 30 January 2018.

[78] For a complete list, see Freelancers Union, 'Resources for Freelancers – All Resources' (*Freelancers Union*) www .freelancersunion. org/ resources/ accessed 13 March 2018.

[79] Freelance Isn't Free Act 2016, in force from 15 May 2017.

[80] § 20-927 of the Freelance Isn't Free Act 2016 expressly excludes sales representatives, lawyers and people licensed to work in the medical profession from the field of application of this law.

[81] In case of law violation, specific sanctions are levied on the employer in the form of a fine of USD 250 for the absence of a written agreement, double damages and ad hoc civil penalties that may be imposed by a competent judge: see §§ 20-933 and 20-934 of the Freelance Isn't Free Act.

[82] Freelancers Union, 'Spark' (*Freelancers Union*) www .freelancersunion. org/ spark/ accessed 1 March 2018.

medium term, legislative intervention to regulate and enhance protections concerning gig workers remains crucial.

8. A practical point of view: the Italian *foodora* case and the research of a solution in the perspective of hetero-organization

To highlight the main practical problems arising from research into a legislative solution for gig workers' precariousness, it is worth analysing the debate started in Italy in recent years, as a consequence of the so-called *Foodora* case.

Foodora is a well-known online platform specializing in food delivery, active in Italy since 2015.[83] The company qualifies the riders' working relationships as 'coordinated and continuous collaboration agreements',[84] regulated under Article 409, paragraph 3 of the Italian Code of Civil Procedure, which assures a light degree of protection based mostly on application of the procedural rules of labour proceedings, occupational health and safety rules, and the possibility to obtain state pension benefits.

The situation exploded in autumn 2016 when Foodora unilaterally decided to modify the bikers' wage scheme, shifting from an hourly gross rate of about EUR 5.60 to piece work compensation of EUR 3.00 per delivery. This decision led workers to organize loud protests asking Foodora to revise the new policy. The company agreed to increase the piece work compensation to EUR 4.00 per delivery, but at the same time dismissed protesting workers, deactivating their platform accounts.

The abovementioned conflict raised a debate relevant to this chapter on possible solutions to increase gig workers' protections against unilateral decisions of platform companies: in this context, particular attention was paid to the legal institution of hetero-organized work, introduced by the local legislator through Article 2 of Legislative Decree No 81 of 2015.[85] This reform is part of a mechanism to provide added protections to precarious workers formally classified as self-employed but, *in concreto*, subject to the pervasive powers of the employer. The core part of the new legal institute is enshrined in Article 2, paragraph 1, which set forth that hetero-organized workers are those who realize a performance that is entirely personal, continuous and organized by the employer also with reference to the time and place of the work activity; in this case, according to the aforementioned Article 2, their collaboration agreements are subject to the legal framework of wage labour (i.e. Articles 2094

[83] At the beginning of August 2018 Foodora announced its intention to leave the Italian, Australian, Dutch and French markets for business reasons related to low revenues and high competition: see Corinna De Cesare, 'Foodora dice addio all'Italia: "È difficile, meglio vendere"' (*Corriere della Sera*) www .corriere. it/economia/1 8 _agosto _02/ foodora -lascia -l -italia -ma -anche -australia -olanda -francia -783bc71c -968d -11e8 -8193 -b4632fd4d653 .shtml ?refresh _ce -cp accessed 9 August 2018.

[84] *Inter alia*, Cavallini (n 47) 3.

[85] For a general overview see, *inter alia*, Massimo Pallini, 'Dalla eterodirezione alla eterorganizzazione: una nuova nozione di subordinazione?' (2016) 1 Rivista giuridica del lavoro e della previdenza sociale 65; Adalberto Perulli, 'Le nuove frontiere del diritto del lavoro' (2016) 1 Rivista giuridica del lavoro e della previdenza sociale 11.

ff. C.C.)[86] instead of the less protective frameworks of self-employed workers or of collaborators.

The elements that characterize Article 2, paragraph 1, are very close to those typical of 'work on demand via apps'. Therefore, a possible extension of the field of application of hetero-organization to gig workers would entail the application to riders of the legal framework of salaried work.

On this point, indeed, few doubts surround the assumption that the work performance of a rider is realized through exclusively personal activity. Moreover, the continuity of the performance could be attested by the frequent utilization of the Foodora app by the worker, in order to organize and realize his job. Finally, the worker's need to be in specific places in order to log into the app suggests that the place in which the performance is realized is also determined by the platform.[87]

Notwithstanding this, the most critical aspect concerning the possibility to apply hetero-organization to the workers on demand of the Italian gig economy is represented by the concept of time of the performance. Article 2 of Legislative Decree No 81/2015 seems not to be directly applicable on this case, as it would say that the working time is determined by the platform in order to subject 'workers on demand via app' to the legal framework of dependent work. Riders are generally not obliged to log in to the platform on specific days or parts of the day and consequently, as repeatedly affirmed by the Italian Supreme Court *in consimili casu*, they are free to decide when to work. Therefore, is not possible to affirm that there is an employer determining the working hours,[88] and so, according to Article 2, to apply to gig workers the rules concerning salaried work.[89] In the same way, indirect methods to determine the time of performance, such as indicating to the worker the shortest way to realize a delivery, are considered not relevant[90]. In any case, it is possible that this orientation could change in the future, under the pressure of the growing number of gig economy workers, through a ruling of the Italian Supreme Court or by legislative initiative (as an example, providing for an *ad hoc* definition of time of performance for workers-via-app and in condition of economic dependence).

Therefore, although hetero-organization could represent a powerful instrument to act against the platforms' tendency to maximize workers' flexibilization and precariousness, at

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[86] See, among others, Giuseppe Santoro Passarelli, 'I rapporti di collaborazione organizzati dal committente e le collaborazioni continuative e coordinate ex art. 409 n. 3 c.p.c.' (2015) 278 WP C.S.D.L.E. "Massimo D'Antona" IT 14.

[87] This position is shared, *inter alia*, by Antonio Aloisi, 'Il lavoro "a chiamata" e le piattaforme online della *collaborative economy*: nozioni e tipi legali in cerca di tutele' (2016) 2 II *Labour & Law Issues* 44.

[88] *Inter alia*, Cass Civ (Lav) 10 July 1991, *Rivista italiana di diritto del lavoro* 1992, 370.

[89] This orientation has been confirmed by the most recent case law concerning gig workers, which excluded the application of Article 2 of Legislative Decree No 81/2015, underlining, first of all, that the considered rule does not modify general requirements of the Italian legal framework, concerning dependent work, such as the presence of the employer's power of direction and to organize workers' performance, and in addition that in any case Foodora's riders are not covered by the aforementioned Article 2, as they are free to decide when and whether to work: see Tribunale di Torino, 7 May 2018, n. 778 (n 52).

[90] Pietro Ichino, 'Sulla questione dei fattorini Foodora' (*Sito web di Pietro Ichino*, 17 October 2016) www .pietroichino. it/?p = 42367 accessed 11 March 2018.

the moment it seems not to be applicable in these terms in the Italian legal framework; however, it represents a basic model of a presumptive scheme that, if improved and extended at least at European level, could effectively limit most of the negative aspects of digitization, improving gig workers' conditions.

9. Conclusions

It is quite difficult to provide conclusive considerations about a phenomenon that is original and continuously evolving, with new platforms being launched on the market almost every day and the 'old' ones evolving fast, their organizational models responding to the inputs coming from judges, legislators and customers.

Throughout the chapter, we have tried to underline how the challenge described above requires action in different fields and can be approached from at least three different perspectives.

First, we analysed the judicial approach, based on attempts to include platform workers within the scope of employment law by means of the reclassification of the labour relationship. Second, we considered the perspective of legislative intervention, revealing attempts to provide for a regulation of the phenomenon, or of some specific aspects of it, through hard law remedies at a national and supranational level. Last, we addressed the collective perspective, reflecting efforts to contribute to effective protection of platform workers both through traditional tools such as collective bargaining and strike, and new strategies based on new mutualism.

Perhaps none of these perspectives is sufficient. Courtroom battles may bring about revolutionary outcomes (as with Uber drivers in London), but they may also crystallize a juridical status quo (as with Deliveroo riders in France and Foodora riders in Italy). Moreover, the judicial frontline is long and expensive and requires the initiative of the single worker, who may not be interested in fighting such an exhausting conflict.

Hard law remedies require political consensus – which seems difficult to reach in the field of platform work – and can only be enacted over the medium to long term. The collective perspective suffers the well-known problems involved in organizing precarious workers, especially when they are treated as self-employed, while new mutualism, even if it shows good potential, remains a niche, not always encouraged by platforms and with no homogeneous regulation at European level that could foster its diffusion.

It seems that only a combination of these three approaches may bring about the development of effective, smart and updated schemes to protect the position of the platform workers, and to mitigate their condition of extreme precariousness.[91]

[91] The condition of precariousness suffered by platform workers is not only related to the type of contract but has a great impact on their conditions and seems to correspond to the concept of multidimensional precariousness recently developed by the European Parliament. With reference to this topic, see Izabela Florczak and Marta Otto, Chapter 1 of this book.