iRel
Smarter industrial relations to address new technological challenges in the world of work

Stage 2

Representing and Regulating Platform Work: Emerging Problems and Possible Solutions

May 2020

National report on Italy

Author/s

Ilaria Purificato
Antonio Alessandro Scelsi

With the supervision of
Iacopo Senatori and **Carla Spinelli**

iRel-Smarter Industrial Relations to Address New Technological Challenges in the World of Work
Co-funded by the European Union (Ref.: VS/2019/0081)

Table of contents

PART I – LEGISLATION AND CASE LAW

1. Some statistics on the gig economy in Italian labour market: evidences on INAPP-Plus data (Nov. 2019) ……………………………………………………………………………………………………… p. 3

2. Classification issues: from coordinated and continuous collaborations to hetero-organised collaborations ……………………………………………………………………………………… p. 7

3. The reference to the derogation power of collective bargaining: art. 2, co. 2, Legislative Decree no. 81/2015, in search of a system balance in the framework of national and European law sources ……………………………………………………………………………………… p. 10

4. The Foodora case: the evolutionary process in the interpretation of the norm along the three degrees of judgement.
From the rejection of riders' judicial requests to the recognition of the applicability of the entire legal framework of employees ……………………………………………………… p. 13

5. The novelties introduced by Law Decree 101/2019, as converted with amendments into Law 128/2019:
the changes to art. 2, co.1; the introduction of minimum levels of protection for self-employed riders; the notion of digital platform; the obligations of the employer who coordinates the workers' performance using a digital platform ……………………………… p. 15

6. What is the relationship between heterorganised work and protections for self-employed riders ……………………………………………………………………………………………… p. 19

PART II – INDUSTRIAL RELATIONS

1. Introduction ……………………………………………………………………………………………… p. 21

2. "Old" and "new" actors of the Italian industrial relation system in times of platform works …… p. 21
2.1. The spontaneous coalitions of on-demand workers of the food delivery platform

2.2. The cases of "Riders Union Bologna" and of ANAR
2.3. Trade unions: the relationship with platform workers and an overview of the practiced approaches
2.4. From the part of employers' associations
2.5. The crowdworkers

3. The claim of the platform workers………………………………………………………………… p. 27

4.Instruments and strategies adopted by workers' grassroot movements………………………………………………………………………………………………… p. 30

5. The initiatives of the trade unions……………………………………………………………… p. 31

6. Some brief considerations on the collaborative and/or conflictual actions used by the actors…………………………………………………………………………………………………… p. 32

7. Some of the results achieved…………………………………………………………………… p. 32
7.1. The Charter of fundamental rights of digital work in the urban context.
7.2. Riders' representatives, trade unions and leader of the food delivery platforms at the negotiating table called by the Minister of Labour and Social Policies.
7.3. The essays deposited by the riders and food delivery platforms before the conversion of the Law Decree no. 101/2019.
7.4. National Collective Agreement of Logistic, Transport of goods and Shipment.
7.5. Experimental framework agreement of the province of Florence and the Law n. 4/2019 of the Region Lazio regulating "Disposizioni per la tutela e la sicurezza dei lavoratori digitali".
7.6. The "Charter of the rights of the riders and of the Gig-economy workers" signed in Naples.
7.7. The Law no. 128 of November 2, 2019.
7.8. References for derogation to collective bargaining and problems of greater comparative representativeness: the Assodelivery – UGL NCA.
7.9. Protocol to the National Collective Agreement of Logistic, Trasport of goods and Shipment.
7.10. Employment contract for Just Eat's riders.

PART III – THE RELATIONSHIP WITH EU LAW

1.EU: Directive 1152/2019 and Communication "A strong social Europe for just transitions"………………………………………………………………………………………………… p. 41

PART IV- THE IMPACT OF COVID-19 ON PLATFORM WORK

1. Be a rider in times of Covid-19………………………………………………………………… p. 43

2. The role of the trade unions…………………………………………………………………… p. 45

3.How did the food delivery platforms react to the national state of emergency?…………………………………………………………………………………………………… p. 46

4. The judgements of the Courts ……………………………………………………………………..……… p. 48
4.1. Legal proceedings brought by workers to obtain personal protective equipment
4.2. Milan Court's order of extraordinary administration of Italian *Uber Eats* branch for illegal recruitment and workers exploitation

5. The interventions of the local and regional administrations and of the public authorities ……………………………………………………………………………………………………..…… p. 51

6. Government interventions …………………………………………………………………….…………… p. 53

PART V – CONCLUSIONS AND POLICY PROPOSALS

1. Conclusions …………………………………………………………………………………………..………… p. 55

2. Proposals …..…… p. 57

REFERENCES …..…………………………………………………………………………………………………… p. 60

PART I - LEGISLATION AND CASE LAW

1. Some statistics on the gig economy in Italian labour market: evidences on INAPP-Plus data (Nov. 2019)

Nowadays, the most recent statistics on platform economy concerning Italy reveals an absolute value of 2.592.603 subjects in the age between 18 and 74 (of a total population of 43.500.048 individuals) involved in any job activity provided through a platform which accounts for 5,96% of the working-age population. This picture is given taking into account the well-known difficulties found in terms of acquisition of data as consequence of the strong inhomogeneity of the sector and because of the high level of informality and discontinuity of services provided.

Among subjects involved it is possible to distinguish:

- workers involved in online goods' sale (2.088.002, about the 4,8% of the total)
- workers involved in real estate activities and similar (413.250, about the 0,95% of the total)
- gig workers (213.150, about the 0,49% of the total)

Focusing on gig workers, these are distributed in relation to:

Type of platform
- Sales or delivering household goods (5%)
- Performing online activities (5%-10%)
- Meals on wheels (15%)
- Public transport (20-25%)
- Housekeeping and household services (25-30%)
- Other platform (20-25%)

Study title
- Primary education (4,6%)
- Early secondary school education (38%)
- High School diploma (41,1%)
- University degree (16,3%)

Range of age
- 18-24 (9,6%)
- 25-29 (7,4%)
- 30-39 (16,7%)
- 40-49 (21,8%)
- 50-64 (29,6%)
- 65-74 (14,9%)

Gender
- Man (48%)
- Woman (51%)

Professional category
- Not sure (14,4%)

- Informal agreement (42,1%)
- Family worker (4,3%)
- Associate to cooperative or society (0,8%)
- Accessory work (6,9%)
- Own business / Vat number (4,9%)
- Holder of assets (4,4%)
- Casual work (19,2%)
- Coordinated and continuative collaboration (2,9%)

Occupational status
- employed (52,8%)
- in search of work (10,6%)
- retired (13,4%)
- other inactive (17,2%)
- student (6,0%)

Furthermore, nearly 30% of the gig workers believes that the earned income achieved out of such activities is essential (in order) to satisfy their basic needs, whereas 20% of them consider it as an important -yet not essential – component of the budget, and a remaining 50% which states that they can easily do without it. Hence, income support seems to currently be the main motive of platform workers.

However, the framework returned by the above mentioned surveys, which was carried out without a specific regulation of such reports, is destined to change rapidly due to the impact that the new provisions contained in Law 128/2019 - including those that the legislator provided with longer vacatio periods (Articles 47-quater and 47-septies) - will have on the business model adopted so far by the main players in the field.

This model, based on the guarantee of a supernumerary availability of riders at each slot and sought by the platforms with the purpose of avoiding the risk that the non-acceptance of the delivery by some of them could jeopardize the normal provision of the service, will no longer be sustainable because of the higher costs and obligations imposed by the new law on customers who organize their delivery services of goods using "platforms which are also digital" .

Finally, it is important to point out that with the primary aim of producing statistical surveys that are as homogeneous and objective as possible, the National Institute of Statistics (ISTAT) is developing, in agreement with EUROSTAT, a framework of definitions, concepts and classifications which allow to systematically start measuring the work generated by digital platforms.

The main sources that will be used concerns individuals (e.g. the Survey on Workforce) given that most platforms which offer or intermediate for jobs are based outside Italy and because of that they are not detected in national surveys.

2. Classification issues: from coordinated and continuous collaborations to hetero-organised collaborations

The labour regulation contained in the Italian 1942 Civil Code was characterized by a rigid employed/self-employed work dichotomy with no place for continuous self-employment.

The reasons for this exclusion may be identified in the low spread of that contractual type at the time of the Civil Code entry into force, whereas the interest in continuous work performances could be fully satisfied by employers through a normal employment contract easy to terminate freely, except for the obligation to give notice (ex art. 2118 c.c.).

Only as a result of the stiffening of dismissals discipline (first with Law n. 604/1966, then with Law n. 300/1970) and the subjection to the labour proceedings of disputes concerning coordinated and continuous collaborations[1] (ordered by L. 533/1973), there began to be a surge in the use of this contract type, considering the increased fungibility of this kind of relationship, from the functional point of view, with the actual employment.

This dynamic had been triggered, indeed, only in a very small percentage by reasons related to the characteristics of the performances required by the most modern production processes.

In most cases this was, in fact, determined exclusively by exiting flexibility requirements and economic reasons linked to labor costs[2].

That of the "escape from subordination" is, therefore, a phenomenon appeared long before the advent of the gig economy.

This trend has developed increasingly on the Italian labour market since the 1970s, as a result of the gradual strengthening of the level of legal protections established by the national legislator[3] for non-employed continuous work (and, therefore, in the absence of *tertium genus*, independent[4]). Journalists, editors, designers, proofreaders, computer programmers, analysts, call-centres etc. were among the most affected by this phenomenon.

In order to solve the problem of proliferation of bogus collaborations, the legislator introduced, with Legislative Decree no. 276/2003, the collaboration *based on a project* contract type. It was established that all the new independent collaboration relationships to had to comply with the new legal requirements, under penalty of judicial conversion in employed work relationships. More specifically, the coordinated and continuous

[1]These are self-employed relationships, within which the worker is functionally inserted in the company organization and performs its services in full operational autonomy, except for the power of the client to link his performance with the necessities of the company organisation itself (s.c. power of *coordination*). These relationships are then continuous in nature because of the permanence in time of the bond between the contracting parties. In the absence of continuity, such collaborations are defined as casual work.

With the reform of the art. 409 n. 3 c.c.p., ordered by L. 81/2017, the legislator has established that *"collaboration is intended to be coordinated when, in accordance with the coordination arrangements agreed by the parties, the independent contractor organises his work independently".*

[2]Mezzacapo D., *Le collaborazioni continuative e coordinate e le collaborazioni organizzate dal committente dopo il superamento della disciplina del lavoro a progetto da parte del Jobs Act*, in *Diritto e Processo del Lavoro e della Previdenza Sociale (a cura di Giuseppe Santoro Passarelli*), UTET, 2017, pp. 170-171.

[3]After the subjection of such independent collaborations to the labour proceedings (ordered by L. n. 533/1973) the legislator introduced rules establishing: the equalization of the tax system with that previewed for the employment incomes (d.p.r. n. 917/1986); the establishment of a social security relationship with the c.d. separate management of the National Institute for Social Welfare (INPS), ordered by L. 335/1995; the extension of the compulsory insurance against accidents and occupational diseases (Legislative Decree n. 38/2000) and the rules for the protection of maternity and paternity (L.449/1997; L. 296/2006), etc.

[4]Ales E., *Oggetto, modalità di esecuzione e tutele del "nuovo" lavoro autonomo. Un primo commento*, in *MGL*, 2019, 4, p. 717.

collaborations had to be attributable to a specific project, linked to a certain final result (in fact, a ban on the conclusion of open-ended contracts was introduced) and managed independently by the worker. It was also envisaged that there would be an absolute presumption of subordination of the collaboration relationships established without the identification of a specific project.
This discipline did not delay, however, in showing its limits. The ambiguity of the “project” concept had ended, in fact, to perpetuate the usefulness for elusive purposes of self-employed collaborations, causing a surge in litigation.

Having become aware of this failure, with the Legislative Decree n. 81, the legislator of 2015 abolished, the collaborations by project (but not the coordinated and continuous collaborations *tout cour*t, which were, completely rehabilitated), contextually introducing, with article 2 par. 1, the discipline of the collaborations organized by the client (c.d. hetero-organized collaborations).
The rule, today partly modified, provided, in its original wording, for the application of employees’ protections "*also to self-employed relationships that take place through exclusively personal work performances, continuous and whose modalities are organized by the client also with reference to the times and place of job*".
With this provision, the legislator has, therefore, subjected to the employed work discipline, collaboration relationships which, although formally self-employed, satisfy the mentioned requirements of *exclusive personality*, *continuity* and *hetero-organisation* by the client[5].

The “exclusive personality” requirement (that today, as previously said, has been modified in “prevailing personality”), in particular, was interpreted in the sense of the impossibility for the worker to be replaced or assisted by his own auxiliaries, regardless of the small contribution of the latter. The worker would be allowed, instead, the use of tools and machinery of not considerable value (e.g. the personal computer), provided, of course, not related to a more complex organization, especially if of company type. However, the greatest interpretative uncertainties concerned the heterorganization requirement, held by some doctrine exponents[6] to be confused with the (hetero)direction power, which is the employer’s power to determine the performance’s content typically exercised in the context of an employment relationship.

The notion assumed a clearer meaning only with the new formulation of art. 409 n. 3 Code of Civil Procedure, introduced by L. 81/2017 (so called *Jobs Act of self-employed work*), which, in previewing that the modalities of coordination of truly self-employed worker performance must be determined by common agreement between the contractors, implicitly suggests that where the client unilaterally imposes them, the worker should be considered heterorganised, implying, where the other two requirements mentioned above (personality and continuity) also exist, the application to the latter of the same employees protections.

This regulatory framework allows, in a nutshell, to observe, in the transition from actual employed work to the coordinated self-employment, the following tripartition of powers:

1) Hetero-direction (Art. 2094 c.c.): it is the power of the employer to conform, through the provision of specific directives and orders, the content of the worker’s performance. This power can take, in the presence of figures operating in apical position, highly specialized or carrying out activities little complex, more rarefied connotations. This last hypothesis is defined as "attenuated employed work".

[5]The reference made also to *"time and place of work"* is to be considered, as clarified in a recent decision of italian Supreme Court (Cass. n. 1663/2020), of a purely illustrative nature.
[6]Particularly Perulli A., *Il lavoro autonomo, le collaborazioni coordinate e le prestazioni organizzate dal committente*, in *WP CSDLE “Massimo D’Antona”*, 2015, n. 272, pp. 22 ss .

- Coordination: the notion of "coordination" identifies the client’s power to link the coordinated and continuous worker’s performance to the organizational needs of the company (c.d. functional integration) without prejudice to the worker’s independence from the intrinsic way in which the service is provided. Specific orders and directives are, in fact, incompatible with the self-employed nature of the service provided by the worker.

The law foresees different consequences depending on whether it is configured, in concrete terms:

2) unilateral coordination / heterorganization (art. 2, par.1, D. Lgs. 81/2015): occurs when the contractors establish unilateral modalities concerning the coordination power exercise by the client, or in the further circumstance in which, although bilateral coordination arrangements have been agreed, the client imposes them unilaterally to the worker. These working relationships are governed by the rules on employed work.

3) consensual coordination (art. 409 n. 3 c.p.c., as amended by L. 81/2017): occurs in the hypothesis in which the modalities of exercise of power coordination are agreed from time to time by the parties. Such collaborative relationships are not covered by the employed law.

3. The reference to the derogation power of collective bargaining: art. 2, co. 2, Legislative Decree no. 81/2015, in search of a system balance in the framework of national and European law sources.

With the art. 2 par. 2 of the same decree, the legislator provided a reference to the power of exemption of collective bargaining, stating that the paragraph 1 rule does not apply to *"collaborations relationships for which national collective agreements concluded by comparatively more representative trade unions at national level provide specific disciplines on economic and regulatory treatment, in view of the particular productive and organizational needs of the related sector"*.
This provision delegates to collective bargaining the possibility of selecting and typing relationships to which, irrespective of the existence of the characteristics referred to in paragraph, will not, in any event, be subject to the employment rules, through a specific regulation of the economic and normative treatment of workers even if abstractly falling within the application scope of the norm.

The rule therefore grants derogation power only to comparatively more representative trade unions at the national bargaining level, in order to avoid internal dumping[7] and competition distortions[8] between companies *"potentially favoured by territorial or company agreements or by agreements, albeit at national level, between non-representative organisations"*[9].

The rules laid down by such collective agreements must also cover the specific economic and regulatory treatment of heterorganised employees to whom it applies, and should not therefore be limited to providing economic protection with exclusive regard to the minimum wage, as it was previously provided in case of collaborations based on a project[10].

Finally, the derogation must be justified by the specific productive and organizational needs of deferrable sector, and not a mere will to exclude the application of the legal rules of subordinate employment.

This possibility, which has already been tried out (for example, in the context of call centres in the form of outbound, debt recovery, market research, etc.) and which is fully in keeping with national experience[11], has been recognised to enable costs and safeguards to be scaled, and ultimately to safeguard employment levels, in particular production sectors in which the broader and more widespread application of the employment protections would sometimes have entailed unsustainable costs for the companies.

In that provision, however, some author saw a promotional rule for collective bargaining, which it would offer, the opportunity to prepare a regulation that will lead new and under-protected jobs towards new protection horizons, in terms of economic and regulatory treatments.

According to this approach, such an interpretation of the legal text would allow art. 2 in its entirety to lay the foundations for a pluralistic and differentiated regulatory system "*suitable to relaunch the regulatory function of collective autonomy and its research capacity in the field of possible pathways of protection of work"*[12] (For a more complete discussion of the first experiences of collective bargaining in the field of riders' work, see Part II).

---

[7] Leccese V., *Il diritto sindacale al tempo della crisi. Intervento eteronomo e profili di legittimità costituzionale*, in *DLRI*, 2012, n. 136, pp. 479 ss.

[8] Barbieri M., *Un accordo senza respiro*, in *DLRI*, 2013, n. 138, p. 277.

[9] Imberti L., *L'eccezione è la regola?! Gli accordi collettivi in deroga alla disciplina delle collaborazioni organizzate dal committente,* in *DRI,* 2016, p. 393 ss.

[10] Trib. Roma, Sez. Lav., Sent. 6.05.2019.

[11] Bellardi L., *Nuovi lavori e rappresentanza. Limiti e potenzialità di innovazione della realtà sindacale attuale*, in *DRI*., 2005, vol. 1, pp. 70 ss.

[12] Perulli A., *Il diritto del lavoro "oltre la subordinazione": le collaborazioni etero-organizzate e le tutele minime per i riders autonomi*, in WP CSDLE "Massimo D'Antona".it, 410 – 2020, p. 32.

Analyzing the problem outside the national context, it is impossible to overlook the problematic aspects of the rule in comment, which are clearly contrary to the interpretation given by Community case law to art. 101 TFEU[13], according to which the collective rule setting minimum tariffs for independent service providers who are affiliated to one of the signatory organisations to the agreement can be considered exempt from the scope of European antitrust law only when such providers are recognised as "bogus self-employed", namely, only fictitious self-employed workers, as they are linked to their principal by a fully-fledged employment relationship. In this perspective, however, organisations negotiating on behalf of self-employed providers would act not as trade unions but, rather, as an association of companies.
In the *FNV Kunsten* judgment, the CJEU also took the opportunity to try to provide, in the light of its well-established case law, a unique notion of "worker", including persons who: a) are subject to the employer's management power, with particular regard to the choice of the time, place and tasks of their work; b) do not personally assume the enterprise risk in relation to the economic activity of the employer, being, on the other hand, functionally integrated in the organization of the latter throughout the duration of the relationship.

The Court has, therefore, specified that it cannot be considered independent contractor a person who does not independently determine his own behavior on the market and depends entirely, from the economic point of view, from the own client, operating as an auxiliary within the company of this.

In literature it has also been observed that the requirement of the employer's exercise of direction power has been considerably scaled down by the CJEU jurisprudence, so that it can be said to coincide with the wider and morebland concept of coordination.
The European notion of "worker" would therefore be much wider than that of "employee" commonly identified by national courts, so as it can refer to the personal work *sans phras*e, covering various intermediate categories of providers variously referred to in the various national legal systems (independent contractors, economically dependent, para-subordinates), excluding pure self-employment and entrepreneurial activity[14]. There is a part of doctrine, moreover, who saw in the provision in comment - setting aside the profiles of incompatibility with Uni-European law - a promotional norm of collective bargaining on heterorganised collaborations, taking advantage of this opportunity for an adjustment that pulls new and less-protected forms of work towards new safeguard horizons in terms of economic and regulatory treatments.
According to this approach, such a reading of the legal data would allow art. 2 as a whole to lay the foundations for a pluralistic and differentiated regulatory system *"suitable to relaunch the regulatory function of collective bargaining and its research capacity in the field of possible pathways of protection of work"*[15].

Prior to the advent of the rules governing heterorganized collaborations, such a paradigm shift had been recorded, moreover, in some national courts' judgments, in which the use of the heterorganisation requirement had been used as a functional equivalent for heterodirection requirement and, therefore, as an indicator of the employed nature of relationship within the scope of work with a high margin of technical discretion[16].
As will be made clear in the next paragraph, however, the Supreme Court, while formally declaring to bypass the self-employed or employed qualification of heterorganized collaborations, has ended up bringing them back to the self-employment area, by recognizing that these are subject to employees protections by extension, that is, without any typological conversion taking place.

Such a complication of the interpretative framework does not seem to be able to prevent, in any case, the collaborations in question from the compliance with the requirements outlined by the CJEU in the *Fnv–Kunsten* verdict, in the event that the above mentioned considerations on the development of the european concept of

---

[13]Particularly, *FNV Kunsten Informatie en Media v Staat der Nederlanden (CJUE, 4th dec 2014, C-413/13).*
[14]Menegatti E., *The evolving concept of "worker" in EU law,* in *Italian Labour Law e-Journal,* 2019, Vol. 12, I, p. 81.
[15]Perulli A., op. cit., 2019.
[16]Cfr. Cass. civ., sez. lav., 22 maggio 2013, n. 12572; Cass. civ., sez. lav., 26 novembre 2015, n. 24159; Cass. civ., sez. lav., 9 aprile 2004, n. 6983.

worker be followed up in subsequent Court of Justice pronouncements , so that such heterogeneous collaborations can be included.

If, on the contrary, a more restrictive approach which excludes such relations from the scope of exemption from European antitrust law were to prevail, the national legislature would be forced to revise, once again, the extension mechanisms of employees' protections to the weakest workers providing their services into the so called grey zone, halfway between employment and self-employment areas.

4. The Foodora case: the evolutionary process in the interpretation of the norm along the three degrees of judgement. From the rejection of riders' judicial requests to the recognition of the applicability of the entire legal framework of employees.

Although the legislator of 2015 did not draw up the art. 2 par. 1 having exclusive regard to the specific case of riders' job, the rule has historically crossed the topic, meanwhile become meaningfully actual with the advent of the platform economy.

This allowed us to consider the same– ascribable to the above-mentioned strand of measures to combat the phenomenon of "escape from subordination" – peacefully referable to this type of relationship since its original formulation.

However, part of the doctrine had expressed, right after the entry into force of the rule, an address focused on denouncing the merely "fictional" nature of the rule, in order to limit its effective application field[17]. According to this reconstruction, the legislator would have simply positivised certain jurisprudencial indices entailing of the existence of a subordination bond, in fact providing even more restrictive conditions (through the reference "also" to the time and place of performance) for its applicability to heterorganized workers.

That interpretation, originally accepted by the Court of Turin in the legal proceeding brought by some *Foodora* riders, was, in any event, definitively rejected, first by the Court of Appeal, which held that the rules governing employment were applicable by virtue of art. 2 co. 1 to the riders' job, although through a tacit compatibility clause according to the specific characteristics impressed to the relationship by the contractors[18], therefore, last, from the Supreme Court, which established the full application of the rules governing employed work to that relationships, excluding the legitimacy of selection/modulation on a case-by-case basis of the applicable protections.

In none of these judgments, it is necessary to point out, the purely subordinate nature of the work of the riders has been recognized.

The Supreme Court decision (Cass. n. 1663 of 24th January 2020), intervened following the postponement of the case to a new legal roll, cautiously ordered by the judges because of the presentation, pending the date originally set for the judicial hearing celebration, of the Law Decree n. 101/2019 (and, correlatively, of the upcoming approval of conversion law, n. 128/2019). The latter brings, in fact, important modifications to the art. 2, par. 1, Legislative Decree no. 81/2015.

Although the Supreme Court could not invoke the direct applicability to the relationships in dispute, it drew from the spirit of the new legislative intervention further arguments in support of the interpretation given to the rule in the judgment, after all already widely deduced from an overall analysis of the previous regulatory intervention carried out with the Legislative Decree no. 81/2015.

Art. 2 co. 1 cannot, in fact, not be read together without art. 52 of the same law, that at the same time as the entry into force of the rule on heterorganised collaborations, repealed the preceding provisions concerning independent collaborations by project. To this type of contract, which identified a case of self-employment work to which were extended certain employees typical guarantees (beyond the mere application of the labour proceedings rules provided for coordinated and continuous collaborations) the legislator of 2003 (and of the 2012 reform) had, in fact, previously entrusted the aim of fighting the massive use of bogus collaborations.

---

[17]Tosi P., *L'art. 2, comma 1, d. lgs. n. 81/2015: una norma apparente?*, in *ADL*, 2015, p. 13.

[18]The Court of Appeal of Turin had recognized that heterorganized workers should be granted the same protections as employees in fields of safety and hygiene, direct, indirect and deferred pay, working time limits, leave and social security, with the explicit exclusion (because of the non-employed nature of such relationships) of the rules governing dismissals. It therefore ordered the client to pay the workers the difference in pay due, giving them the 5°level of professional qualifications established by the national collective agreement (CCNL) for logistics and freight transport.

It can only be considered, therefore, that one norm has succeeded the other in the pursuit of the same anti-fraud purpose, putting aside the obvious differences that can be found in the in the regulatory technique adopted.

The trend of the regulatory interventions which were subsequently adopted in this field - not last the previously mentioned circumscription of the “coordination”, established with L. 81/2017, to the hypotheses of bilateral definition of the modalities of exercise of the relative power from the client - finds, then, its natural outcome in the Supreme Court’s verdict.

The latter left out, in fact, to resolve the typological classification problem about this kind of relationship, considering that this operation was superfluous for the purpose of resolving the case, since the legislature had drawn up a “rule of discipline”, aimed, in other words, to guarantee the same employees’ protections to a particular category of economically weak workers, operating in a grey zone on the border between self-employed and employed work, and therefore worthy (after having checked the concrete existence of above mentioned indices of heterorganisation, personality and continuity) of the same protection as employed workers properly said.

Hence, with the decision in comment, the Supreme Court has restored the new legal discipline to the rigid autonomy-subordination dichotomy, denying that it constitutes, as argued by the judges of the appeal, a “third way work relationship” placed halfway between the two situations and to which apply, on the basis of the concrete characteristics given by the contractors to the relationship, only some of the protections typical of employees.

Moreover, as explained by the Court itself, *"The rule does not contain any suitable criteria for selecting the applicable rules, which could not be ex post entrusted to the varying interpretation of individual judges"*.

The national legislator, whenever it has used the technique of assimilation/equating to the employed work legal discipline, has, in fact, always specified which modules of the same had to be applied to the assimilated relationships (as in the case of art. 1 par. 1, L. 1204/1971, for the hypothesis of the work done by the cooperative venture member).

It is permissible, then, to suppose that the Supreme Court has identified, in the thesis of the “norm of discipline”, the maximum equilibrium point in order to balance the necessity to recognize to the riders the highest labor protections, with that of remedying a possible violation of the “principle of unavailability of type”[19], which could have arisen, due to the reference to the qualifying power of the collective autonomy contained in art. 2 par. 2, if it had been simply argued the thesis of the enlargement of the employed work area by art. 2 par. 1.

The jurisprudential "restoration" of the above-mentioned rigid autonomy-subordination dichotomy continues to find, in any case, its counterweight in the thrust operated in the opposite direction by the legislator. The multiple (and often disorganic) interventions that have occurred over time, in taking advantage of the sometimes "adaptive" function of the derogation from collective bargaining, have, in fact, led to a multiplication of protective statutes, into the grey area of self-employment contiguous to the employed work area (c.d. parasubordination/beyond subordination). The amount of protections afforded to the coordinated self-employed has, therefore, taken on considerable proportions over time, so that a *reductio ad duo* may sometimes appear as a stretch.

The dynamic that has been going on for a long time is, therefore, that of a constant dialectic between the attempts, on the one hand, of the jurisprudence to bring to systemic rationality the jagged regulatory framework, adapting – when possible - the anti-fraud rulements to the traditional categories in order to preserve the "binary"

[19]It means the principle according to which *"it would not be permissible for the legislator to deny the legal status of employment relationships subordinated to relationships which objectively have such a nature, where this would result in the inapplicability of the mandatory rules laid down in the law to give effect to the principles, to the guarantees and rights dictated by the Constitution for the protection of subordinate work"* (Constitutional Court, n. 121/1993; cfr. Constitutional Court, n. 115/1994).

self-employed/employed work model, and, on the other hand, the legislator to find a compromise solution between the various interests at stake, at the cost of cracking such plant through the configuration of hybrid working relationships (s.c. *tertium genus*).

The novelties introduced by L. 128/2019, which are discussed in detail in the following paragraph, seem to perpetuate the highlighted dynamics.

5. The novelties introduced by Law Decree 101/2019, as converted with amendments into Law 128/2019: the changes to art. 2, co.1; the introduction of minimum levels of protection for self-employed riders; the notion of digital platform; the obligations of the employer who coordinates the workers' performance using a digital platform.

In order to establish an initial organic regulation of the phenomenon and to provide a core of minimum protections for the category, the government has launched, on 3.09.2019, the Law Decree n. 101/2019 (as converted with modifications by Law n. 128 of 2.11.2019), dictating *"urgent provisions for the protection of work and for the resolution of company crises*".

In the context of such regulatory action it is possible to distinguish two areas of intervention. The first is that of heterorganized collaborations regulated by art. 2 co. 1, Legislative Decree n. 81/2015. The provisions introduced modify the text of the rule, by providing that the employees protections apply to the independent collaboration relationships which take the form of services carried out in a "mainly"[20] (therefore not more "exclusively") personal way (as well as continuous and heterorganized) and specifying, in order to avoid any possible misrepresentation, that this framework applies *"even if the way in which the service is performed is organised through digital platforms"*.

The second one is that of the platform work, regulated in the new Chapter 5-bis (included in the body of the Legislative Decree no. 81/2015), and containing rules on *"Protection of the job through digital platforms*". With this specific legal status, the legislator intended to ensure, outside the scope of art. 2 par. 1, minimum protection levels to the riders' category, defined, in the art. 47-bis *"Self-employed persons engaged in the delivery of goods on behalf of others, in urban areas and with the help of speed-cycles or motor vehicles […], through platforms, including digital ones"*.

Other workers not less worthy of protections, such as Uber drivers, are therefore excluded from the scope of the regulation.

Paragraph 2 of art. 47-bis, moreover, provides the notion of digital platforms, identifying them in *"computer programs and procedures used by the client who, irrespective of the place of establishment, are instrumental in the activities of goods delivery, fixing the pay and determining the modalities of performance"*.

Such a definition demistifies, on closer inspection, the narrative for a long time proposed by the sector players, according to which web platforms would simply be neutral marketplaces where is promoted the matching between supply and demand for services, recognizing in them, actually, instruments, devoid of own legal subjectivity, which are used by the client under his own responsibility to organise the provision of the services offered on the market.

The legislator, therefore, makes a clear distinction between platform and client, thus effectively defeating, at least for the work of the riders, the myth of the algorithm–employer[21].

After having conveniently defined the purpose, the subjects and the scope of the new discipline, the law provides rules concerning:

[20]Doctrine has recently argued that this requirement, far from allowing the possible use of substitutes or auxiliaries, must necessarily refer to the collective dimension of the provision of employment *"in which workers, precisely because they are hetero-organized, and not hetero-direct, are called to act as a group and not as monads, so that the personal character of the job performance loses its significance"* (Ales E., op. cit.).

[21]Ales E., op. cit., pp. 717 ss.

Contractual form and information (Art. 47-bis): The rule states that the independent collaboration contract must have written form to be produced as evidence in court proceedings and that the client must provide his workers with all the information needed for the protection of their interests and rights and security.
In case of breach of these obligations, the worker shall be entitled to a reparation not exceeding the remuneration obtained in the last year, equitably determined by the judge with regard to the gravity and duration of the infraction and the conduct of the parties.

Payment (Art. 47-quater): The rule statues that collective agreements concluded by trade unions and employers' organizations which are comparatively more representative at national level may define criteria for determining the overall remuneration which take account of the execution modalities of performances of workers and of client's production activity organisation.
It adds that, in the absence of such a specific collective agreement, workers pay cannot be determined on the basis of the number of deliveries made (cannot be established, therefore, a pay per piece). In fact they must be assured of a minimum hourly remuneration set at the minimum wage levels laid down in the tables attached to national collective agreements in similar or equivalent sectors subscribed by trade unions and employers' organizations which are comparatively more representative at national level[22].
The third paragraph also provides that riders must be guaranteed a not less than 10% additional compensation for work done at night, during public holidays or in unfavourable weather conditions. The amount of these compensations is determined by the collective agreements concluded by the trade unions and employers' organizations which are comparatively more representative at national level or, in absence, by the Minister for Labour and Social Policies.
The rule, at least in its first part, would seem to be, like previously examined art. 2 par. 2, Legislative Decree no. 81/2015, in direct conflict with the CJEU case law on exemption from the application field of the first mentioned art. 101 TFEU.
In this regard, it has been assumed in literature that, despite the legislator is aware of the incompatibility of that rule with European law, has wished to provide national case law an instrument to overturn the qualification of such riders as self-employed, tacitly investing the latter in the task of remedying the above-mentioned systematic framing problems[23].

Prohibition of discrimination (47-quinquies): it is stated that self-employed riders are granted the same protection against discrimination and the same protection of freedom and dignity as employees, including access to the platform.
The exclusion from the platform and the decrease in job opportunities resulting, through a declassification in the within of the c.d. systems of reputational ranking, to the non-acceptance of the of deliveries task by the rider, is therefore prohibited.

Obligatory insurance against occupational accidents and diseases (47-septies): The rule extends the obligatory insurance coverage against accidents at work and occupational diseases to the employment relationship of riders, also providing that the client is held, at his own care and expense, compliance with the measures on the protection of health and safety in the workplace referred to in Legislative Decree no. 81/2008

---

[22]The original text of the norm, before it was modified by conversion law, provided that "*The payment for workers referred to in paragraph 1 can be determined on the basis of the number of deliveries made, as long as in a not prevailing way. Collective agreements may define modular and incentive remuneration schemes which take into account the way in which the service is performed and the different organisational models. The hourly wage is granted on condition that, for each working hour, the worker accepts at least one call*" (art. 47-bis, Law Decree 101/2019). The new text of the rule differs from the previous one, essentially, only for the elimination of the requirement to accept at least one delivery order in order to be able to receive hourly remuneration. The suggested methods of determining compensation can, in fact, be punctually defined by collective bargaining.
[23]Ales E., op. cit.

(s.c. “Health and Safety at Work Unified Code”).
This operation seemed at least necessary, given that even riders with coordinated and continuous collaborations contracts were in fact excluded from preventionist protection, since the provisions of the Unified Code apply to these relationships only when the work is carried out *"in the workplaces of the client"*, and not also (or, even more, exclusively) outside them.

As expressly stated to art. 47-bis of Law Decree n. 101/2019, moreover, among the aims of the regulatory intervention is that to *"promote a safe and decent employment*" and *"increase and reorder the protection levels for non employed workers"*.

For the entry into force of some of the above-mentioned provisions, the legislator has provided for different time intervals. In particular, the provisions concerning the determination of riders' payment (art. 47-quater) and those regarding insurance coverage obligations against occupational accidents and diseases (art. 47-septies) will become applicable after 12 months and 90 days respectively from the date of entry into force of the law.

6. What is the relationship between heterorganised work and protections for self-employed riders?

As explained in the previous paragraph, the regulation introduced with L. 128/2019 is aimed at guaranteeing a core of minimum protections to the (only) riders category, without prejudice to the possibility, for the latter, to to take legal action against their client for the purpose of requiring, after proof of compliance with the requirements set out in art. 2 par. 1, Legislative Decree 81/2015, the judicial control over heterorganized nature (or, if the conditions are met, even of its subordinate nature) of the collaboration and, as a result of this, the application of the strongest employees' protections.
The art. 2 par. 1, as stated in the before examined Supreme Court's pronunce on the Foodora case, did not establish a new contractual type. Rather, it has taken the form of a rule of discipline operating on an underlying relationship, sometimes ambiguous and shifting the classical employed work jurisprudencial-made qualification indices, placing in a grey zone on the border between self-employed and employed work. This underlying case, as can also be seen from the clear similarity between the two normative texts, appears to be (especially after the reform of the same art. 409 n. 3 by Law n. 81/2017 and, finally, after art. 2 par. 1 reform ordered by L. 128/2019) that of coordinated and continuous collaborations ex art. 409 n. 3 code of civil procedure .
The status transition from coordinated and continuous collaboration to that organized by the client (or heterorganized) would therefore occur, when the contractors establish in the relationship's genetic phase[24] - instead of bilateral coordination terms - arrangements for the unilateral exercise of coordination power by the client, or where the latter, even with agreed terms of bilateral coordination of the service, actually exercises that power unilaterally.

The self-determination limits deriving to the worker from the imposition of unilateral modalities of exercise of the coordination power (to be considered as the client's power to connect the independent contractor's service to the company organization necessities) would affect only the extrinsic aspects of work performance, without colliding with the worker autonomy in organizing his own work. If the heterorganization affected also the executive moment of the relationship, through the imparting of directives and specific orders by the client on the modalities of performance, it would fall, in fact, into the full "employed work" zone.
We must, in fact, consider that the exercise of coordination power provided by art. 409 nr. 3 c.c.p. already implies in itself a minimal restriction of the autonomy spaces of the provider in order to the pure self-employment, because of the necessary connection of the worker job activity with the client's organization. As a result of that, therefore, any directive unilaterally given to the provider, beyond the limits of mere coordination necessity, if concerning the performance of the service, must be considered incompatible with the self-employed nature of the service.

Finally, it is appropriate to consider the relationship between art. 2 co. 2, Legislative Decree no. 81/2015 and art. 47-quater, L. 128/2019. Both norms, in fact, allows the collective bargaining to the exercise - conditioned to the respect of the previously remembered requirements - of a derogation power of the legal discipline included in the same law article.
In the first hypothesis, the art. 2 par. 2 allows collective economic agreements to exclude the applicability of the rule set out in paragraph 1 (the application – that is - of the rules on subordinated work to heterorganised collaborations, precisely) on condition that they are aimed at regulating the minimum economic and regulatory treatment of (at least abstractly) heterorganised work relationships, given the non-derogating nature, in case of actual employment relationships, of the respective legal framework.

---

[24]For example, through the worker's adherence to models, including computer ones, unilaterally prepared by the client and available on the web domain that he manages.

In the absence of such collective agreements, however, the application of employees protections is, where the client/employer does not voluntarily join to the relative legal framework, only potential, as it is conditional to judicial verification of the heterorganised nature of the relationship.
At 47-quater, L. 128/2019, the legislator inserts, instead, exclusively for riders category, a stronger support mechanism of the contractual force of trade unions, through the provision of a minimal economic treatment which is granted to the workers in any case, where there is no collective agreement derogating from the legal rule.
It also places a limit on the negotiating autonomy of collective bargaining actors, providing, in paragraph 3, that such agreements must establish an additional compensation of not less than 10% for work provided at night, on public holidays or bad weather. In the absence of any express contractual provision in this regard, the rule states that such regulatory measures shall be adopted by decree of the Minister for Labour and Social Policy.

The forecast of such "rules floor" could then produce as a reflection its effects, in terms of increase of contractual power, also for the benefit of trade unions concluding collective economic agreements (concerning, in this case, the riders' job) as regulated by art. 2 co. 2. The remaining intervention area for possible pejorative derogations of collective bargaining would appear, therefore, to be today extremely limited in this sector compared to the past. However, it cannot be excluded that the high increase in labour costs resulting from the application of the new legal provisions may lead the platforms threatening delocalize the economic activity abroad, in order to induce trade unions to give in to the demand for worse conditions than legal ones.

As already noted, moreover, it is not easy to grasp the sense of confinement of such protective status to the only category of riders, as there would be many other gig workers no less deserving of the same protections.

Once this scenario has been described, it remains to be seen whether, in the light of the changed regulatory context and the significant contribution of the Supreme Court in the systematic framework of heterorganised collaborations' regulation, the riders will either be satisfied with the minimum protection afforded to them or will prefer to take the judicial route in order to aspire, art. 2 co. 1, to the strongest system of employees' protection.

PART II - INDUSTRIAL RELATIONS

1. Introduction

Having defined the phenomenon and having identified his extension in quantitative terms as well as the main questions raised by this new way of working, now, we will focus our attention on the impact of the platform work on the Italian industrial relation system. It is necessary and appropriate to reflect on this theme especially after the most recent legislative interventions because the qualification of the workers engaged in food delivery as self-employed, despite their economic and functional dependence on the platforms, creates a breeding ground for the proliferation of claims for better working conditions and more rights for the groups who represent the platform workers.

Also comparative studies promoted at European level has shown that despite the qualification as self-employed workers given by many platforms to their workers, there are cases where these workers "*share the very characteristics that are typical of employment relationships, such as being subjected to the directional power and/or an economic dependency of the employer (platform or end user), which often unilaterally determines the terms and conditions of work without any scope for negotiation*"[25].

As consequence, a such uncertainty about the qualification of workers as employed or self-employed is inevitably reflected on the "*their right to freely associate, lawfully negotiate and conclude collective agreements under EU legislation*"[26]. As we have seen in part I, agreements between undertakings which have the effect to avoid, limit or distort the competition within the internal market are prohibited, as those aimed at fixing directly or indirectly the price or other transition conditions. The European competition law assimilates self-employed workers to undertakings when the former carry out an economic activities on the market with the consequence that the prohibition fixed in the art. 101 TFUE is applied to these workers.

The observation of the actors and the dynamics are rising up in the Italian industrial relation system are the first elements we will analyze. Then, we will take into account the object of their claims, the strategies they are adopting and the achieved results. However, we start by making the clarification that the social parties and the institutions, as well as the literature who is studying the impact of the platform work on the Italian industrial relation system, are focusing their attention mainly on the labour conditions of the so called *rides* while they are neglecting the other existent forms of platform work.

The present report aims to take into account not only the on-demand platform work but also the online platform work (following a distinction elaborated in literature by De Stefano V.[27]). As consequence, we will dedicate some reflections on this second form of platform work, while we will give more attention to the first cited form of platform work on the basis of the more recent legislative intervention which regulates the riders' work and of their organizational model which would potentially be adequate to give rise to real form of worker representations.

2. "Old" and "new" actors of the Italian industrial relation system in times of platform works

2.1. The spontaneous coalitions of on-demand workers of the food delivery platform

[25] European Commission, *Study to gather evidence on the working conditions of platform workers*, December 2019, p. 245.
[26] *Ibidem*.
[27] De Stefano V., *Introduction: Crowdsourcing, The Gig-Economy And The Law*, in *Comparative Labour Law & Policy Journal*, 2016, 37,3.

In Italy, the article 39[28] of the Constitution lays down the principle of the freedom of association. According to this article, the Italian legal system recognizes to all the freedom to organize for union purposes (and, at the same time, the negative right to not organize), of which the right to give rise and to join a union organization and the action to union scope are expression. The term "organization" is referred to a group, even minimal, of workers who have a common purpose and, thus, not necessary to a formal coalition.

From twentieth century, on the workers' side, the Italian industrial relation system is characterized by the existence of two union levels: the sectoral trade union federation, which aggregate the workers of a same economic sector, and the intersectoral confederations (CGIL, CISL, UIL), which aggregate the sectoral trade unions and which differ on the base of different ideological backgrounds and representational and bargaining strategies.

On the part of the employers, they are organized in employers' associations, which have organizational models and structures similar to those of trade unions. More specifically, they are organized in trade federations (like Federmeccanica, Federtessile, Federlegno) and employers' confederations (like Confindustria, Confcommercio, Confartigianato).

With the advent and the diffusion of the platform work, we are observing the emergence of new actors. Indeed, workers are giving rise to grassroot movements, while, the owners of the digital platform are refusing to join themselves to any existing employers' associations and are creating a new employers' association.

In Italy, in response to the declared difficulty of the trade unions to intercept the platform workers, workers' grassroot movements arose with the aim to pursue collective interest[29].

As affirmed in literature[30], this is not a foregone conclusion considering the particular functioning modalities of the digital platform and the way of performance execution, which trigger psychosocial mechanisms of individualization in the workers. Lack of shared physical places, turn-over, different value of the job for each worker are some of the elements which made their interception difficult for the trade unions. There is also the issue of the qualification as self-employed of these workers, which has clear effects on their opportunity to access to the traditional union instruments.

It is almost unquestionable in our system that the right to freedom of association and collective abstention from work is recognised not only for employees but also for workers in a real situation of social sub-protection such as employees[31]. Indeed, the art. 39 of the Constitution lays down the principle of the freedom of association, without any reference to the qualification of the workers. However, on a theoretical level, the doctrine has highlighted how the establishment of trade unions and the exercise of trade union rights are closely linked to the qualification as an employee[32]. Moreover, because protection requirements do not depend on the qualification of workers as employees, it would be desirable for trade unions, in addition to a real openness towards these workers, to intervene from a formal point of view to extend the existing rules beyond employees.

[28] Art. 39 Cost: "Trade unions have the right to organise themselves freely".

[29] Marrone M., *Rights against the machines! Food delivery, piattaforme digitali e sindacalismo informale*, in *LLI,* 2019, 5, 1.

[30] Forlivesi M., *Alla ricerca di tutele collettive per i lavoratori digitali: organizzazione, rappresentanza, contrattazione*, in *LLI*, 2018, 4, 1.

[31] Magnani M., *Nuove tecnologie e diritti sindacali*, in *LLI*, 2019, 5, 2.

[32] Lassandari A., *Problemi di rappresentanza e tutela collettiva dei lavoratori che utilizzano le tecnologie digitali*, *RGL*, 2017, 2, 58- 70. The A. affirms that "the system of trade union regulation is closely linked to subordinate work: this aspect could considerably limit the possibilities of protection of workers who are strictly qualified as self-employed, in the case of work with platforms (although it is fictitious that this is hypothetically the case)". Moreover, he says that "it must be considered that the national regulations (but similar considerations apply to the generality of countries) on the representation of providers in the workplace, legal as contractual, operates in areas with a minimum number of dependent providers; it also involves, with regard to the initiative for the constitution (in the case of the RSA) or the active and passive electorate (with regard to the RSU), always and again exclusively employees".

As consequence, many different spontaneous coalitions of workers have arisen, as "Riders Union Bologna"[33], "Deliverance Project Torino"[34], "Deliverance Milano"[35]. The former, as they declared on their Facebook account, founded in the fight against the precariousness of work and the lack of protections the common interest of all riders, despite their different working conditions; instead, the second coalition defines itself as an instrument to share experience and to try to create connections in a contest where automation and precariousness isolate the workers involved; "Deliverance Milano" defines itself as an autonomous social union, which is auto-organized and that is a support network for the food delivery workers. Finding inspirations in these experiences other groups are arising, as, for example, "Riders Union Firenze"[36], which defines itself as an organization aimed at bringing workers together and, at same time, as an instrument for claims of rights and for bargaining with companies.

2.2. The cases of "Riders Union Bologna" and of ANAR

One of the most important grassroot movement, especially in terms of results achieved, is "Riders Union Bologna", which has managed to conciliate the traditional tools of the collective action – as the strike – with new forms of interception of workers and with the participation of the local community[37].

First of all, these workers tried to create a group of city's riders with the purpose of exchange opinions, advices, help and to organize meetings where all citizens could participate. In order to achieve this objective, they created a specific chats reserved to the workers starting from the original chat created by the platform to managed the deliveries; furthermore, they have created pages on social media, like Facebook, where they explain what they are fighting for and ask citizens to support their claim of right[38] – for example, they ask citizens to do not make orders on predetermined days in order to boycott the functioning of the digital platform –. Moreover, the same workers have established relationships with associations who have made available to them physical places where they may meet in non-working time or where they can repair their cycles in do-it-yourself way.

It is important to take note of the birth of the first national trade union in the gig-economy sector on 9th October 2019. The riders who declared themselves contrary to provisions of the Law Decree n. 101 of 2019 have created the "Associazione nazionale autonoma dei riders" (ANAR); the articles of association has been signed in November 28, 2019 and in December 4, 2019 has been opened the registration to the riders and it has headquarters in several Italian cities like Rome, Milan, Turin and Florence. As the other groups of riders, also the ANAR uses social network in order to sensitize the workers and keep up them to date on the initiatives and practices put in place by the association. On their social media[39] (Facebook), they gave the news of their birth through a post where they declared "*we are not trade unionist but riders, who defend their interests in lack on someone who do it*".

---

[33] Its channel of communication is Facebook: "Riders Union Bologna".
[34] Its communication channel is Facebook: "Deliverance Project".
[35] Its channel of communication is Facebook: "Deliverance Milano".
[36] Its official communication channel is Facebook: "Riders Union Firenze".
[37] Martelloni F., *Individuale e collettivo: quando i diritti dei lavoratori digitali corrono su due ruote*, in *LLI*, 2018, 4, 1.
[38] For example, in two post published from Riders Union Bologna on their Facebook profile on March 1, 2018 and on February 23, 2018 they respectively wrote "[…] A final appeal also to the citizenship: stay by our side, avoiding ordering at least for tonight. Let the lords of the platforms understand that before profit comes the good of people who work!" and "[…] to anyone who wants to sympathize with us, we ask to make their voice heard: you can call the customer number of the platforms, declaring to support our claims".
[39] Their official accounts are: on Facebook "ANAR - Associazione Nazionale Autonoma dei Riders", on Twitter @RiderAnar and on Instagram @riders_anar.

2.3. Trade unions: the relationship with platform workers and an overview of the practiced approaches

As we stated above, at the beginning the relationships between food delivery platform workers and trade unions were not particularly relaxed, due to the difficulty of the trade unions to reach these workers and the unsuitability of the same unions to communicate with them. However, more recently, their relationships seem to be converting to a greater collaboration in order to obtain more results in terms of relevance and attributable rights.

The main trade union confederations are adopting different approaches and using different instruments to realize a more open dialogue with platform workers. For example, UIL has opened an online union information desk in order to answer to the questions of the riders (the mentioned online information desk is part of the project "Sindacato Networkers"[40]); CGIL has active the "No easy riders" campaign[41] and has experienced a new way to organize the workers: a trade unionist has infiltrated the riders for the purpose of understanding the organizational and alienating dynamics and attempting to find a solution to the low degree of socialization and unionization of these workers[42]. Furthermore, all the three main trade union Confederations believe that the collective bargaining and, more specifically, a national collective agreement could be the way to offer adequate economic protections and regulation to the platform workers.

2.4. From the part of employers' associations

In Italy, the digital platforms are not affiliated to any of the existing employers' organization. In the field of food delivery, on November 7, 2018 an association called "Assodelivery" was founded; as we can read on its website[43], this association is an Italian trade association which has the purpose to "*guarantee to the food delivery technological platforms a unitary representative organizatio*n". Platforms which cover about ninety percent of the Italian food delivery market, like Deliveroo, Glovo, Just Eat and Uber Eats, are affiliated to this association.

The "Assologistica" association[44] also deserve to be mentioned. It represents more than 250 logistics companies, general and refrigerated warehouses, port, interport and airport terminal operators operating in Italy. On June 18,2018 this association was one of the signatory parties of the agreement aimed at integrating the CCNL Logistica with a specific regulation on the economic and regularity treatment to be reserved for riders (the other representative associations of the signatory entrepreneurs are Confeltra, Fedit, Federspedi, Confartigianato transport, Fita-CAN).

The introduction of the figure of the rider and the regulation of the economics and regulatory profiles linked to this figure in the National Collective Agreement is an important goal. As we will see in section 6.3, the relevance of this provision goes well beyond the practical applicability to the minimum percentage of riders hired as employed by platforms (as "LaConsegna s.r.l." in Florence) because the National Collective Agreement for Logistic and Transport of goods has become the parameter used by the Court of Appel of Turin for calculating

[40] https://sindacato-networkers.it/sportello-sindacale-per-i-diritti-dei-fattorini-della-gig-economy/.

[41] La CGIL affianca i fattorini del food delivery promuovendo questa campagna che ha inizialmente avuto origine nelle città di Bari, Bologna, Firenze, Milano, Napoli, Palermo, Roma e Torino. Il sindacato, infatti, ritiene che i rapporti di lavoro siano dipendenti e che ai lavoratori vada applicato un CCNL, a partire da quello della Logistica. Richiedevano, inoltre, diritti e protezioni sociali come una retribuzione equa, il diritto al riposo, alle ferie, al tfr, alla disconnessione, alla previdenza, alla salute e alla sicurezza. http://www.cgil.it/food-delivery-cgil-da-8-citta-parte-la-campagna-no-easy-riders/.

[42] Mancini C., *Un sindacalista "infiltrato tra i riders*, in Idea diffusa, settembre 2018, p. 3.

[43] http://assodelivery.it/chi-siamo/.

[44] https://www.assologistica.it/. The Statute and the Ethic code of this association are available on its website at following link. Association's Statute: https://www.assologistica.it/media/page/statuto-2014.pdf; Ethic code: https://www.assologistica.it/media/page/codice-etico-2014.pdf .

the direct, indirect and deferred compensation for the riders. More specifically, the Court decided to apply the art. 2 of the Legislative Decree no. 81/2015 to the rider who had filed the appeal and, as consequence, the regulation of the employment relationship was applied to these workers – including those in matter of compensation –. Thus, the judge decided to recognize them the direct, indirect and deferred remuneration of the employee classified in the V level of the National Collective Agreement for the Logistic and Trasport of goods because it is the classification level of the delivery men for the collection and delivery of goods.

Furthermore, the Court of Cassation, in response to the appellant's request to declare art. 2 of the Legislative Decree n. 81/2015 unreasonable and in contrast with the art. 3 of the Constitution because it equates riders to employed deliver men regardless of the real comparability of the tasks performed, has affirmed that it is not unreasonable to equates, with reference to the applicable regulations, the subjects of the art. 2 of the Legislative Decree no. 81/2015 to employee in order to guarantee a weaker job position, due to the evident asymmetry between client and worker, with the need of stronger protection regime. As consequence, in absence of another National Collective Agreement, those of the Logistic and Transportation of good sector lends itself to be the most suitable reference parameter for the definition of the aspects connected with the recognition of the applicability of the rules of the employment relationship as provided for in following the recognition of the hetero-organization pursuant to art. 2 of Legislative Decree no. 81/2015.

2.5. The crowdworkers

Due to a less media attention, there is a part of platform work, defined in literature[45] as "crowdwork", which risks to remain excluded from any reflection in matter of protections.

When we talk about "crowdwork" we are referring to a work performed exclusively online through and on a digital platform in favor of a client. In general, it is sufficient an internet connection and the registration on the website of the platform in order to start to work. The activities that can be provided by platform are quite heterogeneous because they range from simple and repetitive to work performed by freelance and professionals.

In comparison with the riders – and, in general, with workers who performed their job offline – these workers show a lower inclination to activate collective actions mainly because of the competitive logic that is triggered among the workers in order to win a "task" and suffer the impossibility of meeting physically because of a development of relationships at a totally virtual level.

In this scenario, communities spontaneously sprang up on the web, which, although constituting a virtual gathering place, do not aim to support collective mobilization but are places where workers can ask for advice, compare their working experiences and solve problematic aspects related to them.

This communities have been surrounded by other "institutionalized" one, as "Vivace" which is a community created by CISL in order to give voice to Freelancers. The purpose of the community is to "create a network of information, cooperation between freelance, welfare, services aimed at [their] needs and spaces where to meet and share [their] skills" [46].

At the same time there are currently associations representing freelance interests, such as ACTA, which is an union and trade union representation association[47], which aims to "represent, protect and enhance the autonomous professional activities and in particular those "not regulated" without an order and / or a pension fund"[48].

---

[45] Di Stefano V., op. cit.
[46] From their website: https://www.vivaceonline.it/vivace.
[47] Art. 1 of the Statute of the Association: https://www.actainrete.it/statuto/.
[48] Art. 3 of the Statute of the Association: https://www.actainrete.it/statuto/.

Furthermore, spontaneous coalitions of workers are being witnessed at a global and national level. One of these, diffused in Europe, is Smart (Mutualistic Society for Artists): initially born only for artists, today it also has freelancers and creatives among its associates. Its purpose is to relieve its members of the bureaucratic issues inherent in its contractual relationship with the customer, guarantees the payment of a compensation every month - regardless of whether the customer has made the payment or not - and offers training activities.

3. The claim of the platform workers

Which are the requests of the riders' grassroot movements?

As seen in the part I, most of the platform workers – here, the riders – have a self-employment contract and, as consequence, they do not have a set of protections traditionally recognized to employee.

Starting from the qualification data and considering the modalities of execution of the performance which are far from to be considered defined in autonomous way, the platform workers has start to feel the need to ask for more protections.

Thus, some riders of the platform "Foodora" decided to appeal to the Court to ask for the status of employee and, at the same time, the representatives described in the previous paragraphs have become spokespersons for the requests of protection of these workers[49]. In reason of the concreate modalities of execution of the performance, the six riders, who filed appeal to the Court of Turin, ask for the constitution of a permanent employment relationship and for the payment of the wage differences and the declaration of the invalidity, ineffectiveness or unlawful of the layoff, and other requests concerning the breach of the rules in matter of privacy, remote control and accident prevention. In particular, the plaintiffs affirmed to be subject to the directive, disciplinary and control power of the platform because the platforms give detailed technical directives with reference to entire delivery procedure. In particular, according the workers, the platforms:

-decided the time and place of work (starting points and time slots);

-verified the presence of the riders in the starting points and the activation of their account on the application;

- contacted the workers who slow to accept the order;

- fixed the obligation to deliver the products in a pre-established time, following the suggested route through the GPS from the same application;

-had the power to control and to supervisor, through the monitoring the productivity of individual workers;

- excluded in temporary and definitive way rider from the company's chat or from the shifts.

A few months before the judgment of the Court of Turin, on February 13, 2017 as a result of the maintenance of a copious snowfall that had made the streets of the city of Bologna impractical, Bologna's riders made their first appearance on Facebook, denouncing that the food delivery platforms had not suspended the service despite the adverse weather conditions and that, in response, some riders had refused to make deliveries, inaugurating in this way, an attitude to claim rights against multinational platforms interested only in profit[50].

Through appeals, protests, announcements, posts with increasingly defined content, the riders have pursued - and continue to pursue - the objective of giving dignity to a job that the platforms themselves had called a "sport".

At the expense of what the owners of the platforms have stated, the delivery of food at home must be considered a real job and, as such, equipped with rules and protections that can restore dignity to those who lend it, regardless of whether it is a job that is or is not the first source of income for those who practice it.

Therefore, in absence of a legislative framework (before the intervention of the law n.128 / 2019) and in presence of platforms which are deaf with respect to the requests for meetings from the same workers aimed at dealing with better working conditions, the same workers decided to protest against a business and work

---

[49] Thus, for example, on January 12, 2018 during the first meeting with the local administration, RUB affirm "continuing to consider ourselves as 'self-employed' on the part of the platforms not only contradicts the reality of the facts, but it is clearly illegal behaviour in an attempt to restrict protection and circumvent social security and insurance burdens on businesses".

[50] In their post published on November 13, 2017, Riders Union Bologna declares "[…] Despite the impossible circulation, the main food delivery companies have demanded to continue to grind profits, completely ignoring the risks for their delivery men […]". At the same time, they announced that some riders promoted a "snow strike" in that day.

organization model not clearly attributable to the subordinate work field but, at the same time, not very inclined to the recognition of full autonomy to the worker.

Considering the reconstruction of the working methods of the riders carried out by the Turin Court[51], we know that once joined the "fleet", the rider's relationship with the company is managed by a digital platform. The first step for a rider is to provide his availability to work in one or more shifts from those indicated on the platform; after the communication of his turn by a manager, the rider at the corresponding time goes to one of the "parking areas" provided by the contract, logs in, activates the GPS and remains waiting for a notification that indicates the presence of an order; received and accepted the order, the cyclist rides up to the address of the restaurant indicated to him via the app, takes in delivers the product, checks its correspondence with the order received and is ready to pedal again, this time in the direction of the delivery location indicated by the customer; once the delivery has been made, which must take place within a maximum time limit indicated by the food delivery platform, it communicates it via the app.

The entire shift assignment process would be entrusted to an algorithm, which based on a ranking, would recognize job opportunities for some rather than other riders; these choices would take place on the basis of criteria not known to workers and which would privilege those who never refuse calls, even if these refusals are caused by illness or family problems.

It would also be the platform itself to dictate the route that the riders must take and to verify that it takes it in the indicated time. In addition to that, most of the main platforms use piece-rate as a type of payment and, therefore, each rider earns more or less depending on the number of deliveries that he is able to make in a day.

This would have as a consequence that workers, with the aim of making as many deliveries as possible, end up speeding through the city and taking serious risks for their own and others' health; for this reason, the abolition of piecework is one of the main requests of the riders, accompanied by that of an insurance that can also protect third parties from possible damages as well as mandatory insurance against accidents at work and occupational diseases.

Thus, they also claimed recognition of social security rights, parental leave and allowances related to particular weather and climatic conditions and for festive work, the need to activate training courses for road safety and to have the health protection tools needed to work on the road be distributed.

Last but not least, they ask for the recognition of trade union rights and to be able to exercise them without having to fear the reactions of the platform.

Summarizing their claims by points[52], the riders ask for:
- recognition of employee status;
- abolition of piecework[53];
- INAIL insurance;
- insurance for any damage caused to third parties;
-security means provided by the company;
-prohibition of discriminatory behaviour;

[51] App. Turin, 04/02/2019, n. 26.

[52] While recalling the non-uniqueness of views on some of them, especially by the group "riders against the decree" and the inevitable mutability of some of them due to the strategies adopted by the platforms and regulatory interventions.

[53] On this point the workers' grassroot movements seems to not have a single and shared vision; indeed, as came to light during the hearing at the Senate about the legislative decree no. 101/2019, a part of riders ("Riders contro il decreto") has expressed their dissent to the proposal for abolition of the piecework payment and, in addition, their troubles and aversion to the provision of the Inail mandatory assurance because it could cause the abandonment of the Country by digital platforms. More generally, hot themes have been – and are – piecework payment, abolition of ranking and the respect of workers' privacy.

-guaranteed hours and hourly wages (RUB);
-indemnity in case of smog, rain and festive work;
-privacy transparency and shift assignment;
-parental leave;
-social security rights;
-recognition of trade union rights;
-abolition of the rating;
-right to disconnect.

The platforms have always reacted negatively to these requests, denying - for example in Court - the working conditions exposed by the riders, they have been hesitant to dialogue and, more recently, they have also showed the possibility to abandon the Italian market.

All these attitudes stiffened and made the industrial relations system unproductive, blocking any form of dialogue between workers and digital platforms, except – as we will see in the section 6.2 – those cases in which the call for platforms does not come from institutional bodies, but also in that case as we will see, limiting the possibility of being able to reach an agreement by showing their low propensity to collaborate.

4. Instruments and strategies adopted by workers' grassroot movements

Traditionally, instruments and strategies used by workers' representatives to claim their rights are, mainly, collective bargaining, strike and, especially in the past, cooperation.

In Italy, the right to strike is covered by the article 40 of the Constitution, which lays down that the right to strike is exercised according to the law. The strike is manifested in the form of collective abstention from work – to be understood in a broad sense, including positive behavior like public events, propaganda and proselytism, etc. - aimed to cause economic and productive damages to the counterpart. In the debate about the issue of the ownership of the right to strike seems prevail the thesis that the individual person is the owner of this right who exercise it with other workers. In addition, it is excluded that the proclamation of the strike by one or more trade unions is necessary for the purpose of its legality; as consequence, a strike can be proclaimed or realized even simply by an occasional coalition of workers, and thus regardless of trade union intervention. When a worker exercises his right to strike, his abstention from work is not considered a breach of the employment contract and he cannot suffer any negative disciplinary and compensatory consequences.

If we take into account the current reality, we can observe that new forms of organization of representation are accompanied by new strategies or, if you prefer, revisited compared to the traditional ones. As has been observed in literature[54] by who studied the "Riders Union Bologna" phenomenon resort to the traditional strike in this contest would have been difficult to perform and unsuccessful.

Indeed, the operating procedures of the platforms could have easily replaced striking riders with new workers, as consequence thanks to a widespread organization of the riders promoted by "Riders Union Bologna" lasting months, on 23 th March 2018 the first block of the service took place which, in the substance, had the same purpose and effects of the strike. In pursuit of this objective, the riders use all the means at their disposal to spread the message and they also asked help to the consumers, who had an active role in order to boycott the functioning of the platforms and obtain thus their attention.

Such "blocks" are accompanied by demonstrations and protests transmitted and spread through social networks. In this contest, the communication has an important role because it has used to attract the interest of the public opinion and the media on the working conditions of the riders. Therefore, the sensitizing of the society can be considered an additional mean used by the new form of representativeness in their "fight" strategy.

Among the strategies developed by the riders there are also the solicitation and the involvement of the institutions in order to initiate negotiations and to discuss about rights for platform workers. The workers' grassroot movements resort to this practice both at local and national level: it is possible to connect to the first case the experiences of Bologna and, most recent, of Naples where riders have solicitated e obtained the collaboration of the respective local administration; in the second case, the riders have solicited through a letter the intervention of the Minister of Labour at that time, Luigi Di Maio, who met them as one of his first acts after his assignment. This was the first meeting of a series which, however, has been interrupted by the Minister in September 2018 when he announced the Government was working on a law for the riders.

On May 1, 2020 – Labour Day – riders have announced the birth of the platform "Diritti per i rider" aimed at unifying the experiences of the national grassroot movements[55].

---

[54] Marrone M., op. cit.

[55] For example, Riders Union Bologna published on its Facebook page the following news "On the occasion of May 1st, the international day of workers' rights claim, riders from different Italian cities launch the common platform "Rights for Riders". From Milan to Bologna, passing through Florence, Rome, Naples and Palermo, the riders join together to create the union of trade union experiences active on all the territories of the peninsula as "Rider x the rights " […]".

5. The initiatives of the trade unions

In addition to the claims of the workers' grassroot movements, there are some initiatives promoted by trade union confederations. Among these, there is the action of the CGIL which has brought to the attention of the Labor Court of Bologna the discriminations implemented by the algorithm, called "Frank", – used by the Deliveroo platform – against those riders who do not make themselves continuously available due to personal reasons, disease or strikes.

As affirmed by the lawyer of CGIL, Mr. De Marchis, this is the first appeal to a Court on the matter in Europe and the first time for the application of the Law no. 128/2019.

From what emerges from the case filed at the Court of Bologna, it is a computer system through a program that manages the distribution of workflows. In this process of distributions, the program would attribute more job opportunities to those workers who have an higher score, which is calculated taking into account two parameters (reliability and participation) which depend on the respect of all the working rules imposed by the platforms. Thus, when the algorithm "Frank" creates the ranking of the workers, he punishes those riders who do not respect the working sessions with a reduction of the score and a consequent reduction of the job opportunities (which could go as far as the expulsion of the worker from the platform). In other words, the algorithm activates a penalization mechanism against workers who legally abstain themselves from work.

This right is laid by the Constitution and by the supranational sources, as the art. 8 of the Declaration of the right of 1948 and the art. 6 of the European Social Charter.

More specifically, they ask for an intervention which forbids that an abstention from work due to a state of illness, family responsibilities and union activity could affect the calculation of the score for each rider and, as consequence, affect the assignment of the job opportunities[56].

Last but not the least, another strategy is the collective bargaining at different levels wanted from riders' associations as well as traditional trade unions in order to fill the existent legislative void (we refer mostly to the past and, more specifically, to the period before the entry in force of the Law no. 148/2019), but above all of the collective agreement at national level.

[56] The extract of the dispute is taken from Redazione Idea Diffusa, *Frank l'algoritmo che discrimina*, in *Idea diffusa*, 2020, 1.

6. Some brief considerations on the collaborative and/or conflictual actions used by the actors

In Italy, starting from the eighties of last century, the conflictual actions were accompanied by negotiations and other collaborative measures. The prevalence of the former or of the latter depend on many factors linked not only to the actors but also to the context where they act. In matter of platform work, the strategies used by the workers' representatives until now would seem to swing between conflicting actions (given their similarity to the strike – but, in reality, they are "softer" –) and collaborative actions. The former are observed mainly during the first period; those actions was used as means to draw the attention of the public opinion, the institutions and the companies and, also, before the enactment of the Law Decree no. 101/2019 and until its conversion into law. The second one is observed in any form of openness to dialogue with the institution and the social parties.

7. Some of the results achieved

7.1. The Charter of fundamental rights of digital work in the urban context.

Focusing on the main results achieved, we will proceed following a chronological order.

Before the legislator has issued the present law on the platform work, both grassroot movements of riders and social parties and the institutions took measures to fill the legislative gap and, thus, to answer to the requirements of protecting of the workers.

The first milestone is the "Charter of fundamental rights of digital work in the urban context", a goal reached by "Riders Union Bologna", which is a local level act with a national vocation. This charter was signed in Bologna on May 31, 2018 by the mayor of Bologna, the Councilor for Employment of the city, the "Riders Union Bologna", the secretaries of the three national trade union Confederations (CGIL, CIISL, UIL) and the manager of two local food delivery platforms (Sgam and MyMenù). The Charter was the result of a negotiating table opened by the Mayor of Bologna on soliciting of the "Riders Union Bologna" during January 2018.

The Chart is the result of the solicitations from riders on the local administration and of the participation of the workers' trade unions, the platforms' delegates and the major of the Bologna city at the negotiating table. The aim of the act is to promote a safe and fair work in the urban territory and to improve the life and working conditions of platform workers through twelve articles which lay down minimum standard of protections to all the workers of the city who used one or more platforms to perform their job, regardless to the qualification of the employment relations.

Briefly, the Chart of Bologna is made up of four chapters; the first one describes the purpose, the object and defines its sphere of applications. The art. 1 clearly delimits the field of territorial application of the law to the municipality of Bologna as well as clearly defines its subjective scope of application. Indeed, the beneficiaries are not only the riders but also, and more in general, all the workers who use digital platform to perform their job, regardless to the qualification as self-employed or employed and where the digital platform defines the characteristic of the service or goods e sets its price.

The second chapter is composed by two articles, where the first one lays down the right for the workers to receive a prior and complete information about all the elements of the working relationship and about the existence of training courses to improve their figure; while the second regulates the reputational mechanism through the request to digital platforms of transparency and information about the process of generating the reputational ranking and its effects on the working relationship and also the guarantee for the worker to be able to contest a possible ranking error using a third and impartial procedure.

Chapter three is made up by seven articles that regulates the working time, the right to non-discrimination, the right to health and safety, the protection of personal data, the right to disconnect and, finally, the articles nine and ten promote the freedom of association and the right to strike. From a systematic reading of this two articles with the Chart's introduction and the article 1, it is possible to affirm that also the self-employed workers of the digital platforms have the right to create and join a trade union organization, the right to meet in the places indicated by the platform and by the local administration and, finally, the right to a collective abstention from the work as conflict action.

As affirmed in literature[57], the Chart of Bologna, nevertheless its nature of local agreement, is characterized by an universalistic spirit, which comes to light both in the provisions aimed to promote the "*spreading of a new culture of digital labour in Italy and in Europe*"[58] and in its scope of subjective application (all the digital workers).

7.2. Riders' representatives, trade unions and leader of the food delivery platforms at the negotiating table called by the Minister of Labour and Social Policies.

In addition, on June 2018 riders' representatives has attended the negotiating table with trade unions, trade associations, the main food delivery platforms and the Minister of Labor of that time, Luigi Di Maio. This result was achieved after several meetings which was held during the months of June and July 2018 between the rider's grassroot movements (including "Riders Union Bologna") and the Minister Luigi Di Maio. These meetings were launched by the Minister after the reception of a letter written by the riders and by means of which they asked him requests linked to their working conditions, their wages and their recognition as collective entities with particular interests.

The requests of the rides to the Minister are an improvement of their working conditions and better economic treatment as well as the recognition as collective entities with particular interests and the right to collective bargaining. After the letter there were other meetings with the Minister Di Maio both with riders and the food delivery platforms' representatives which expressed their consent to the openness of the first table of negotiations at national level. As result, on July 2, 2018 at MISE (Rome) Riders Union Bologna, Riders Union Roma and Deliverance Milano (for riders), CGIL, Cisl e UIL (for trade unions) and Foodora and Just Eat (platforms) took part to this table. However, on 11st September 2018 the Minister of Labor interrupted the series of table of negotiations and announced the intention of the Government to issue a law for platform workers in few months.

7.3. The essays deposited by the riders and food delivery platforms before the conversion of the Law Decree no. 101/2019.

As outlined in the par. 6.2., the negotiation tables opened by the Minister of Labour were interrupted by the same Minister, mainly due to the insufficient collaboration of the platform, with the announcement of an intervention of the Government on the matter.

As illustrated in the Part I, the Government has intervened with the emanation of the Law Decree no. 101/2019, converted by the Law no. 128/2019.

It was in the course of the work that led to the enactment of the law that riders (through their representatives) and food delivery platforms (represented by Assodelivery) have been heard and have presented their memories. From the part of riders, the interventions were three, respectively from "Riders contro il decreto", "Riders Union Bologna" and "Riders Union Firenze", each of which expressed its doubts with reference to the law decree.

[57] Forlivesi M., op. cit.
[58] Charter of fundamental rights of digital work in the urban context.

➔ "Riders contro il decreto": this group of riders expressed all its aversion against the decree because its provisions could make worse the working condictions of the riders. They disagreed with the rule which avoid the piecework payment and they worried for the compensation modalities established by the Decree because, on the one hand, they would decrease their compensation and, on the other hand, would be the reason of the lost of job for many of them. More generally, they disagreed with the constitution of employment relationship because this type of relationship would limit their freedom to choose if, when e for how many time work or refuse the work – also without any notice –. Indeed, these are the mainly reasons at the base of their choice to work as riders. Furthermore, they affirmed that the decree did not take into account other important element of the working relationship, as the transparency about the functioning of the ranking system, transparency about the compensation structure, portability of the reputation, road safety courses, helmets and safety lights for riders who move with the bike[59];

➔ "Riders Union Firenze": they believed that the decree was weak. First of all, they affirmed that the modification of the art. 2 of the Legislative Decree no. 81/2015 should have intraduct a presumption of hetero-organized collaboration for the platform workers; they asked for the abolition of piecework payment and an insurance for civil liability for damage caused to third parties during their performance and transparency about the criteria used by the algorithm to create ranking in order to consent the participation of the workers, with their representativeness, to their creation[60];

➔ "Riders Union Bologna": they presented a set of requests, as the application of the rules of the employed relationship to who workers for digital platform or, in alternative, the application to these workers of the art. 2 of the Legislative Decree no. 81/2015; the abolition of the piecework rate while they are in favor of an hourly remuneration grounded on the National collective agreements of the more similar sector signed by the union organizations comparatively more representative and they proposed, at this aim, the application of the National Collective Agreement for the Logistic and the Transportation of goods; the abolition of the rating and ranking, the prohibition for the platform to break the work relationship in lack of a just cause; guarantee of occupation in case of sale of the business unit[61];

➔ The food delivery platforms, represented by Assodelivery, expressed their opposition to the decree because it would decrease the remuneration of the riders because of the mechanism of the prevalence and twist the calculation of the Inail insurance premium[62].

The knowledge of the opinions expressed by the parties it is important to evaluate if the modifications produced by the Law would take into account the requests of the riders and to find what claims go unheard.

7.4. National Collective Agreement of Logistic, Transport of goods and Shipment.

The traditional trade unions have considered the national collective bargaining the way to the recognition of protections to the platform workers.

---

[59]https://www.senato.it/application/xmanager/projects/leg18/attachments/documento_evento_procedura_commissione/files/000/027/501/14_-_Riders_contro_il_decreto.pdf
[60]https://www.senato.it/application/xmanager/projects/leg18/attachments/documento_evento_procedura_commissione/files/000/027/601/15_-_Firenze_Riders_NIdiL_CGIL.pdf
[61]https://www.senato.it/application/xmanager/projects/leg18/attachments/documento_evento_procedura_commissione/files/000/029/501/16_-_Riders_union_Bologna.pdf
[62]http://www.senato.it/application/xmanager/projects/leg18/attachments/documento_evento_procedura_commissione/files/000/028/001/21_-_Assodelivery.pdf

In the absence of a National Collective Agreement for the platform workers, the commitment of the trade unions (Filt-CGIL; Fit-Cisl; Uiltrasporti) has been tended to extend the application of travelling personnel's regulation of the National Collective Agreement of Logistics, Transport of goods and Shipment to the riders.

More specifically, in December 2017 during the renewal of the cited collective agreement, the workers' and employers' associations have introduced the riders as new professional figure; then, on July 18, 2018, they have signed an integrative agreement of the renovated collective agreement where all the protections are extended to these workers.

According to National Collective Agreement, the rider would be a worker active in the local allocation of the goods through means of transportation which do not request, necessarily, having a driving license B or more in order to drive them, like bikes, moped and motorcycle. The Agreement conducts these workers under the C professional area (travelling personnel) and defines the corresponding remuneration and working time (the latter cannot exceed 39 weekly hours, which can be distributed over six days during the week and can be adjusted under four weeks). The Court of Appeal of Turin referred to the cited National Collective Agreement in a judgement where riders were one of the parties[63]. After the classification as hetero-organized workers pursuant to the article 2 Legislative Decree n. 81/2015, they identified in the level V of the cited Agreement the criteria for the calculation of their direct, indirect and deferred remuneration.

7.5. Experimental framework agreement of the province of Florence and the Law n. 4/2019 of the Region Lazio regulating "Disposizioni per la tutela e la sicurezza dei lavoratori digitali".

Two are the initiatives point out at decentralized level: the first one is the experimental framework agreement of the province of Florence, signed on the 5th May 2019 by "La Consegna srls" with FILT-CGIL, Uiltrasporti and FIT CISL; the second is the Law no. 4/2019 of the Region Lazio regulating "Disposizioni per la tutela e la sicurezza dei lavoratori digitali".

The cited Law no. 4/2019 is the first legislative initiative, even though at regional level. Its purposes are protecting dignity, health and safety of the digital workers and increasing the transparency of mechanism of functioning of the digital labour market, also with the aim to protect digital platforms and promote a harmonious development of the whole of society.

The cited Regional Law is made up of articles aimed at protecting the safety and health of the digital workers, activating the insurances against accidents at work and occupational diseases and those for maternity and paternity, fixing the obligation of a complete and prior information on the various elements of the employment relationship, establishing criteria for calculating the remuneration and the prohibition of unequal treatment used by the algorithm at the moment of the chosen of the workers who can work and, finally, laying down the portability of the reputational rating. Despite the fact that hypothesis of unconstitutionality of the cited law has been advanced from many sides, the Council of Minister decided to not contest this law which has remained in force.

The experimental framework agreement for the province of Florence has been signed by the cited parties in view of the assumption of new riders from the food delivery company signatory of the agreement. The Agreement aims at qualifying as employed the riders of "La Consegna" and to give them all the legal provisions and remuneration protections of the travelling personnel of the National Collective Agreement of Logistics, Transport of goods and Shipment which are employing in discontinuous task and, furthermore, defines their working time. Despite the purpose of this agreement is its extension in all the Region, it is evident its intrinsic limit which is the form of company agreement applicable to the company's workers.

---

[63] App. Turin, 04/02/2019, n. 26

7.6. The "Charter of the rights of the riders and of the Gig-economy workers" signed in Naples.

In the early days of 2020, emulating the experience of Bologna, also in Naples the riders has obtained the signature of the "Charter of the rights of the riders and of the Gig-economy workers" which is the result of the collaborative work of the trade unions – which have considered with optimism the Chart –, the local administration and the local community of riders.

7.7. The Law no. 128 of November 2, 2019.

The first national legislative intervention in matter of digital work is the Law no. 128/2019, which converted in law the Decree Law no. 101/2019.

As seen, this law intervenes following other local legislative – and not –, collective autonomy and Courts interventions aimed at regulate the work performed by riders through digital platforms. With reference to the protections recognized to the workers, the law seems in line with the previous interventions (which we described above), even if lacking of some of their guarantees which was fervently claimed by food delivery workers; among them, the right to disconnection, greater transparency about the functioning of the algorithm and the mechanism of the rating and, in comparison with the "Charter of Bologna", there is any reference to rights to give rise and to joint to an union and to the right of collective abstention from work for reaching a common aim.

As described in the Part I, the art. 1 of the law, on the one hand, has modified the art. 2 of the Legislative Decree no. 81/2015 and, on the other hand, has introduced the Chapter V-bis, which lays down minimum levels of protection for self-employed workers who deliver goods on behalf of others.

Due to the change at the article 2 of the Legislative Decree n. 81/2015 made by the present Law, the regulation of the employment relationship is applied also to those collaborations with all the characteristics cited in the first part of the article 1 (mainly personal and continuous performance; method of execution of the performance organized by the customer) and whose method of execution of the performance organized by platform also digital (paragraph 1 of the article). The same article, at the paragraph 2 let. a) excludes from the application of the employment relationship regulation to those collaboration for which the national collective agreements stipulated by trade unions that are comparatively more representative at national level provide for specific disciplines concerning economic and regulatory treatment, in reason of the particular productive and organizational needs of the sector.

A such provision if, on one hand, recognize and support the role of the collective autonomy in the regulation of the economic and regulatory treatment, on the other hand, raises doubt regarding its compatibility with the European competition law (the regulation of the art. 47-quarter of the Chapter V-bis, introduced by the Law no. 128/2019, has the same problematic profiles and to whose reflections we refer).

Still with reference to the space of intervention reserved to the collective bargaining from the law, the article 47-quater, which disciplines the remuneration of the riders, expressly refers to the collective agreements signed by trade unions and employer organizations comparatively more representative at national level for the definition of the criteria on the basis of which define the total remuneration. Instead, in the cases these collective agreements are not signed, the article prohibits the piecework pay and recognizes to the workers a minimum hourly remuneration, which is parameterized to the minimum wage indicated in the tables of the national collective agreement of similar or equivalent sectors signed by trade unions and employers organizations that are comparatively more representative at national level.

Following some considerations about these provisions.

In primis, the art. 47-quarter refers to collective agreements signed by the riders' trade unions comparatively more representative at national level. By this way, the legislator gives to self-employed workers (this is the qualification of the riders by the art. 47-bis) prerogatives of employees, as the possibility to associate institutionally, in direct conflict with the European legislation in matter of competition.

More specifically, as seen in Part I, the article 101 par. 1 del TFUE lays down that "*all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market*" "*shall be prohibited as incompatible with the internal market*".

The interpretation of this rule provided by the Court of Justice of the European Union was restrictive in the sense of excluding that concerted price fixing practices of the companies' services (the Court has assimilated self-employed workers to the latter) could avoid the application of the article 101 parr. 1 and 2 TFUE because these practices would not follow any of the hypothesis defined in the par. 3 of the same article, which excludes the application of the disposition stated in the par. 1 when an agreement or a category of agreements, decisions or practices between undertakings "*contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and which does not: (a) impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives; (b) afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question*".

One of the most emblematic decision of the Court of Justice is Albany[64]. Through this pronouncement, the Court has established that the collective agreements stipulated from the representative organization of workers and employers, which for their nature or the work object of them had as objective the improvement of the occupation and working condictions, do not fall within the scope of application of the art. 101 par. 1 TFUE (art. 85 TCE of that time) because in the opposite case the scopes of social policy pursued from these agreements could be seriously compromised. At the same time, the Court of Justice has excluded that the collective agreement of the self-employed workers could receive the same treatment and, as consequence, the exemption from the discipline of European competition law is not applicable to these agreements.

FNV Kusnten Informatie[65] is another pronouncement through which the Court of Justice has contributed to define the scope of subjective application of the art. 101 par.1. In this judgement, the Court has assimilated the self-employment workers to the companies under all the effects and, as consequence, the statement valid for the undertakings, according to which the stipulation of collective agreement regulating minimum price for their services is forbidden, must be considered valid for self-employed workers too. While a collective agreement that establishes minimum tariffs for self-employed workers workers "*affiliate to one of the workers' organization part of the contract*" is excluded from the application of art. 101 par.1 TFUE only in the case the cited self-employed workers are in the same situation of the employees which work for the same employer.

It is also true that in Italy other categories of self-employed workers has signed National Collective Agreement in order to regulate the economic conditions of their employment relationship (as for example the sales agents).

In any case, the stipulation of a collective agreement raises the problem concerning the subjects able to represent the workers and the customers of the platforms because these subjects have to be trade unions and employers' organizations comparatively more representative at national level.

This issue is intertwined with the question of non-implementation of the second part of the article 39 of the Italian Constitution, which would establish the *erga omnes* validity of those collective agreements that are signed by trade unions with a democratic base statute and registered following the provisions of a specific law of actuation of this article.

As consequence of the non-implementation of this second part of the art. 39 of the Constitution, the collective agreements are binding only for the workers affiliated to the trade unions signatory of the cited collective agreement by virtue of the contractual representation scheme, which is an institute of the civil law.

[64] Judgment of the Court of 21 September 1999, Albany International BV, C-67/96, EU:C:1999:430.
[65] Judgment of the Court of 4 December 2014, FNV Kunsten Informatie en Media, C-413/13.

In despite of this, the jurisprudential interventions have made possible to extent de facto the validity of the collective agreements.

Furthermore, and only for the industrial sector, the social parties stipulated several intersectoral agreements between 2011 and 2014 aimed at regulating different undefined aspects of the labor relations, among these there were the scope of application of the collective agreement and other related questions. The last of these agreements is the “Testo Unico sulla Rappresentanza” signed by CGIL, CISL and UIL and Confindustria on January 10, 2014, which defines an objective criterion for measuring the representativeness of the trade union associations, *id est* an average between the associative data and the electoral data; in addiction, it requests to the trade union the achievement of the representation threshold of 5% of the workers in the category in order to negotiate the National Collective Agreement and, at least, it establishes that in order to recognize the *erga omnes* vality to a National Collective Agreement, the latter have to be signed by those associations which represent the 50%+1 of the workers. However, this mechanism is applicable only in the industrial sector, while in the other sector the civil law scheme continues to be applied.

Returning to the article 47-quarter, the second paragraph affirms that, in the case a collective agreement cited in the paragraph 1 is not signed, the minimum tables of the national collective agreement of similar or equivalent sectors is the parameter to refer to the calculation of the compensation of the riders.

To this end, the National Collective Agreement could be the National Collective Agreement of the logistic sector, which was the first national collective agreement to define the figure of the riders and recognize them as recipients of their provisions and to set them equally to the traveling staff. More in general, the selection of the applicable collective agreement could be remitted to the Court[66].

7.8. References for derogation to collective bargaining and problems of greater comparative representativeness: the Assodelivery – UGL NCA

As previously argued (pt. 3, par. 5), among the main features of the legal framework introduced with the L. 128/2019, a leading position is occupied by the provisions concerning the payment contained in art. 47-quater, which refers to collective bargaining among the unions and employers' organizations comparatively more representative at national level the definition of *"criteria for determining total remuneration which take account of the way in which the services are performed and of the client’s organisation"*.

The following paragraph adds that, in the absence of collective regulation which expressly provides for it, workers cannot receive a payment determined on the basis of the quantity of deliveries made, so that they must be guaranteed a minimum hourly remuneration equivalent at the minimum wage levels laid down in the tables attached to national collective agreements in similar or equivalent sectors subscribed by trade unions and employers' organizations which are comparatively more representative at national level.

For the adoption of this collective regulation, the legislator had granted the social partners a period of 12 months from the date of entry into force of the law (and expiring on the date of 3 November 2020), after which the only parameter that a court may refer to for the purposes of determining riders’ hourly wage, would have been that contained in the scales of remuneration annexed to the only national collective agreement "relating to similar or equivalent sectors" in force until few months ago, that is the logistics - transport goods and shipments NCA, undersigned from CGIL, CISL and UIL in December 2017, which expressly qualifies the riders as employees.

---

[66] National Collective Agreement on trade and services activities, NCBA covering food, beverage, and leisure service activities are examples of other National Collective Agreement with regulates figures that perform activities which could match with the workers of the food delivery platforms.

On September 15, 2020, Assodelivery (association representing the main platforms of food delivery such as Justeat, Glovo, Deliveroo, Uber Eats), long engaged in a bargaining table with the three confederal unions, has, however, unexpectedly signed a new collective agreement with UGL-riders (formerly ANAR[67], an autonomous organisation, which some authors and other trade unions believe to be of dubious spontaneity[68]), on a discipline substantially flattened on the minimum treatment provided by the L.128/2019 (in terms of accident protection, prohibition of discrimination, increase in remuneration for deliveries made at night, in adverse weather conditions or on public holidays) and addressed, in particular, to prevent the application of the default rule provided by art. 47-quater and of the remuneration clauses contained in the other concurrent collective agreement, that is the aforesaid NCA Logistics - Transport goods and Shipments.

In particular, the agreement has expressly qualified riders as self-employed by establishing, in art. 3 (heading "Characteristics of the Food Delivery Sector"), that *"the self-employed nature as per art. 2222 of Civil Code or art. 409, n. 3 of Code of Civil Procedure of the relationship between Rider and Platform precludes the accrual in favour of the Rider of extraordinary remuneration, additional monthly payments, holidays, severance indemnities or other institutions attributable to the employment relationship outside what specifically provided for by current legislation, by this Contract or by the individual contract*" and by setting criteria for determining remuneration aimed at shaping an intermediate solution to piecework and hourly pay, centred on the recognition of a minimum gross wage of €10,00 to be adjusted on the basis of the actual time taken by the worker in carrying out the delivery activities, as estimated by the platform. The contracting parties then identify some criteria that can be implemented to determine the total compensation: distance of delivery; estimated time for delivery; time slot; working day or holiday; weather conditions.

On September 17, 2020, nevertheless, Assodelivery was reached by an official communication of the head of the legislative office of the Ministry of Labour and Social Policies, which noted, on the one hand, the probable lack by UGL-riders union of the requirement of greater comparative representativeness at national level[69] (expressly provided for in art. 47-quater for the purpose of the recognition of the right to negotiate criteria for determining remuneration alternative to those established by the rules contained therein) and, on the other hand, that *"it is the same letter of the law provision, where it makes express reference to the contracts signed "by trade unions" to suggest the need that the contract itself cannot be concluded by a single organization"*.

However, it seems reasonable to believe that this requirement can be easily manipulated by the behaviour of certain platforms which, the day after the exceeding of the twelve-month interval granted by L. 128/2019 for the entry into force of the provisions contained in art. 47-quater, they hastened to condition, through letters

[67] National Autonomous Union of Riders, according to some authors *"never appeared in any of the metropolitan trade union struggles of the three-year period 2017-2019 and never appeared at ministerial negotiation tables"*. Such union *"appeared for the first time in October 2019, in the phase of the hearings of experts and social partners in Commission job of the Senate of the Republic, prodromiche to the realization of the conversion law of the s.c. rider decree [...] has supported positions perfectly coinciding with those assumed of the platforms in the institutional tables of negotiation and has been made available to the conclusion of a national collective agreement with such contents, after having found support in the newly formed UGL-riders that has absorbed it in view of the subscription"*.
F. MARTELLONI, *CCNL Assodelivery – UGL: una buca sulla strada dei diritti dei rider"*, 2020, in *Questione Giustizia (https://www.questionegiustizia.it/articolo/ccnl-assodelivery-ugl-una-buca-sulla-strada-dei-diritti-dei-rider)*
[68] This opinion was expressed both by CGIL, CISL and UIL, with a joint statement of 16 September 2020, and by grassroots trade union organizations in the metropolitan area such as Deliverance Milan (press release of 16 September 2020) and Riders Union Bologna (press release of 18 September 2020).
[69] In particular, the letter states that *"the aforementioned contractual provisions on compensation could be considered, even in case of also in the case of an inspection visit by the Labour Inspectorate, contra legem and therefore replaced by the law, in the absence of any collective agreement signed by trade unions which are certainly and overall 'comparatively more representative at national level' "*.

addressed to riders, the continuation of their respective relationships of collaboration to the full acceptance of the discipline dictated by the NCA Assodelivery - UGL-rider.

7.9. Protocol to the National Collective Agreement of Logistic, Trasportation of goods and Shipments

In response to the National Collective Agreement signed by UGL and Assodelivery, called “fraud” contract by the major trade unions, on November 2, 2020, Filt Cgil, Fit Cisl and Uil Trasporti by the side of the trade unions and the employers’ associations already signed of the NCA Logistic, goods transport and shipping as well as the Protocol of 18 July 2018, have signed a protocol aimed at regulating the work performance of self-employed riders. More specifically, this Protocol extended the protections relating to both the work performance and the economic and regulatory treatment provided by the Protocol of 2018 and related to the NCA Logistic to workers referred to in the Article 47 bis and following of Legislative Decree n. 81/2015, i.e. those workers who carry out activities of delivery of goods on behalf of others, in urban areas and with the help of velocipedes or motor vehicles referred to in art. 47 paragraph 2 letter A) of the Highway Code, through digital platforms.

First of all, it regulates the economic aspects of the relationship; in virtue of the comparatively more representative character of the oo.ss. at national level requested by the art. 47-quater of the Legislative Decree n. 81/2015, it establishes the criteria for the definition of the remuneration of the workers of Chapter V-bis of the cited Legislative decree and it excludes the possibility for them to be paid piecework; furthermore, always with reference to economic issues, it establishes additional compensation for monthly, daily or hourly compensation for night work, on holidays or in adverse weather conditions. In addition, it states that individual employment contracts must be drawn up in writing and workers must receive information useful for the protection of their interests; the provisions of Law no. 300 of 1970 relating to the protection of the freedom and dignity of workers, as well as the provisions against discrimination provided for the protection of employees, are applied to the workers to whom the protocol is addressed.

Finally, due to the fact that the activities carried out are "strongly interconnected with the individual urban articulations", the Protocol calls for decentralized bargaining because, in this way, a better organization of work can be pursued "consistent with business needs and including the conditions of workers and specific territorial situations".

A critical profile is given by the fact that this protocol has not been signed by Assodelivery, which, we remind you, is currently the association that groups and represents the largest number of companies involved in food delivery.

In this climate, on November 2, 2020, the Ministry of Labour has announced on its website that in pursuit of the objective of reaching a national collective agreement for riders is convened again on November 11 the "virtual" negotiating table in which Assodelivery and trade unions (CGIL, CISL, UIL, Rider for rights, Riders Union Bologna) will participate.

7.10. Employment contract for Just Eat’s riders

Among the latest events that deserve to be counted among the updates, there is the statement of Just Eat with which it is announced that, starting from 2021, also in Italy, will be introduced the delivery model defined "Scoober". Thanks to this new model, riders will be hired with a contract of employment and, therefore, they will have access to all the protections to which this category of workers is entitled. The recipe presented by Daniele Contini mixes flexibility and hourly pay, while abandoning piecework for good.

PART III - THE RELATIONSHIP WITH EU LAW

1. EU: Directive 1152/2019 and Communication "A strong social Europe for just transitions"

On June 20, 2019, at Brussels the Directive (UE) 2019/1152 of the European Parliament and of the Council on transparent and predictable working conditions in the European Union was signed, to which the Member States will have to comply by 1 August 2022. Twenty-seven years after the issue of the Directive 91/533/CEE of the Council on the obligation of the employer to inform the employees of the conditions applicable to the contract or employment relationship and in consideration of the change of the labour market due to demographic developments and digitalization which have facilitated the birth of new forms of labour, the European institutions has decided to intervene in order to fill in gaps in matter of protections occurred from 1991 until today.

The intervention, in line with most recent provisions introduced by the European Pillar of Social Rights, aims to improve the working conditions through the promotion of a more transparent and predictable occupation conditions. This purpose is pursued with the provision of minimum rights for the European workers. With reference to the subjective scope of application of this Directive, the art. 1 refers to "*every worker in the Union who has an employment contract or employment relationship as defined by the law, collective agreements or practice in force in each Member State with consideration to the case-law of the Court of Justice*".

At the Recital n. 8 of the Directive there is a list of the typologies of work which could fall within the scope of application of this Directive, if they respect the criteria established by the Court of Justice; the platform workers are one of the typologies of worker included in the list and, as the other workers, they have not to be self-employed person in order to be considered recipients of the Directive. Instead, in the subjective scope of application of the Directive would be included the bogus self-employment ("*Bogus self-employment occurs when a person is declared to be self-employed while fulfilling the conditions characteristic of an employment relationship, in order to avoid certain legal or fiscal obligations.*").

During the consultation phase about the need to review the Directive 91/533/CEE, the trade unions found the opportunity to clarify and to broaden the range of the subjective application of the aforementioned directive and, furthermore, they expressed their support about the inclusion of the self-employed workers within the application.

However, in the final version of the directive, the explicit reference to the condition of "workers" derived from the criteria developed by the Court of Justice of European Union does not seem to have fully caught the requests presented by the trade unions because self-employed workers are excluded from the notion of "workers".

Indeed, according to the case law of the Court of Justice, "*the status of "worker" […] is not affected by the fact that a person has been hired as a self-employed person under national law, for tax, administrative or organisational reasons, as long as that person 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, for the duration of that relationship, forms an integral part of that employer's undertaking, so forming an economic unit with that undertaking*".

As a consequence of the prevalence of such notion of worker, Italy could find some difficulties during the transposition of such directive, in establishing that similar provisions could be applied to all platform workers.

As illustrated in the previous paragraphs, indeed, only a small part of the platform workers is hired with a contract of employment, while most of them are qualified as self-employed.

By referring specifically to the riders, art. 47-ter of the Legislative Decree no. 81/2015 regulates the contractual form and the information that workers must receive in order to protect their interests, their rights and their safety.

In the paragraph 2, the rule establishes that as a consequence of the violation of the provisions of par. 1, regarding the form of the contract and information, art. 4 of the Legislative Decree no. 152/1997 containing “protective measures” must be applied. It follows that also the information the par. 1 refers to are those contained in the same legislative decree, which implemented the Directive 91/533/EEC concerning the employer’s duty to inform the worker about the conditions that are applicable to the contract or to the employment relationship.

As stated in the literature[70], with the repeal of the cited directive by means of Directive (EU) 1152/2019, which must be transposed by the Member States within August 1, 2022, such information will be those reported in Chapter I.

From the reading of the regulations which make up the Directive, a certain favor for the collective autonomy seems to emerge. Indeed, the art. 14 gives to the Member States the possibility to consent the social partners to “*maintain, negotiate, conclude and enforce collective agreements establish arrangements concerning the working conditions of workers which differ from those referred to in Articles 8 to 13*”. The reasons behind this disposition are based on the volition to respect the autonomy of the social parties and the role of the representatives of the workers and employers. As consequence, in order to pursue the goals of the Directive, the social parties could consider different provisions more appropriate than the minimum standard of rights established in the Directive, provided that the general level of worker protection is not lowered.

Another European intervention meaningful for our purposes is the Communication “A strong social Europe for just transitions”. In the paragraph 3 entitled “Fair work conditions”, where themes as minimum wage are debated, the Commission, as reaction to the diffusion – favored by the development of digital technologies – of new forms of work, retains that the new business models have to adopt rules that prevent abuse and maintain high levels of protection of workers' health and safety and ensure greater coverage of social protection. In such scenario, the Commission includes also the platform work and declares the necessity of interventions aimed at improving the working conditions of the platform workers.

To this end, there are planning: the publication of the Digital Service Act during the second semester of 2020 and the Platform Work Summit where the main issues will be discussed and the parties will try to find solutions to them. One of the themes in agenda is the access to the collective representative and bargaining, which will bring to light the difficulties of the trade unions to intercept the platform workers and the conflict between the need of the self-employed workers to associate and the European competition law.

The same Commission has underlined the importance of the collective bargaining and social dialogue to promote better working conditions because the dialogue between employers and workers consent to find more adequate solutions to their needs and, in order to pursue this goal, the Commission affirms that instruments as information and consultations of the workers could make the difference.

[70] Ales E., op. cit.

PART IV – THE IMPACT OF COVID-19 ON PLATFORM WORK

1. Be a rider in times of Covid-19

Italy was the first European country, in order of time, to be hit by the epidemiologic emergency of COVID-19. As consequence of the diffusion of the virus, on January 31, 2020 the Council of Minister has declared a state of national health emergency and the Government has started to adopt social and economic measures to face the pandemic through administrative acts [71].

A set of administrative acts adopted by the Government led to lockdown and to the suspension of those activities which are considered not essential for the Nation. Bars and restaurants have been among the first services to be hit by closing orders and, as consequence, they were allowed to continue their activities only by adopting the measure of home delivery[72].

In compliance with the urgent provisions ordered by the Government, citizens remained in their homes laying the foundations to bring out the full potential of food delivery.

If, initially, as stated by the platforms themselves[73], there was some concern about the slightly declining numbers during the first weekend of restrictions - mainly caused by the closure of universities, an increase in smart working and fear of contagion - the situation seems to have returned to normal very soon, indeed the numbers seem to be increasing.

Interesting in this sense are the data released by the National Observatory of Just Eat[74], which have photographed habits, tastes and priorities of Italians in the period March-April 2020 and, therefore, mainly in the "phase 1" experienced by our country where the levels of restrictions were the most stringent. Therefore, the study focused on food delivery at the time of the COVID-19. It emerged that:

- more than 90% of the respondents (a sample of 30,000 people in Italy) considered food delivery important or essential in the period indicated above; of this amount, 66% were restaurateurs and 30% were customers;
- 60% of the restaurateurs interviewed stated that they use it, and the number of requests for service activations from restaurants and other businesses that have identified food delivery as an opportunity to improve their business was indicated to be growing.;
- 60% of the interviewees said they had resorted to food delivery and 48% replied that they had ordered food at home because they considered it as a valid alternative to grocery shopping;
- 15% of people working in smart working mode considered it practical for lunch and dinner because they did not have time to cook.

The study also investigated the importance of service safety for customers and found that:

- 65% considered it important that the deliveryman wears a mask and gloves;
- 47% considered it important that the food bags are well closed;
- 60% of those who said they had ordered at home requested contactless delivery and 57% of them used electronic payment methods.

[71] About the labour measures adopted by the Government, see Gaglione C., Rymkevich O., Purificato I., *Covid-19 and Labour Law*, in ILLeJ, 2020, 13, 1, https://illej.unibo.it/article/view/10767 [last access 15 May 2020].
[72] DPCM March 11, 2020.
[73] For further information, see: https://www.linkiesta.it/2020/03/italia-coronavirus-delivery-food/ [last access 20.05.2020].
[74]https://www.adnkronos.com/sostenibilita/tendenze/2020/04/20/non-solo-pizza-boom-gelato-anche-cocktail-food-delivery-tempi-del-covid_eQs6o0YhN7Y7ArAPVyrGnJ.html?refresh_ce [last access 20.05.2020.

The trend would also be confirmed by Deliveroo which, through a note published on March 25, 2020 on its website, announces that requests from restaurants to take advantage of the service have increased by 40% [75].

In a such scenario it is not difficult to imagine the importance of the role played by the riders in the home delivery system, especially if you consider that, after the first time of emergency, the riders have started to deliver also grocery shopping and medicines.

As declared by the president of ANAR, Nicolò Montorsi, if, before COVID-19, riders only carried food, during the pandemic, they have also carried medicines and groceries[76].

Indeed, food delivery platforms have not suspended their service, leaving the rider the choice of whether to continue working or not. Thus, despite the health emergency, a great part of them has continued to ride because, as stated on the social of workers' representatives, for many of them that of home deliveries is a job that allows them to fulfil the payment of bills and basic needs, therefore, they cannot back down, especially in the absence of social security cushion or other income support tools.

Not to mention the fact that the choice of a rider not to work for a longer or shorter period of time would mean to sink into the ranking and, thus, to have less opportunities to return at work with a good quantity of delivery assignments.

In order to protect their and others' health, riders, through their local representatives, have written to the National and local institution asking the suspension of their service on the basis of the non-essentiality of this service and the introduction of a quarantine income that would allow them to remain home and not have to be front to the choice whether to work or not; however, their activities have not been stopped and quarantine income has not been included in the measures taken by the Government.

Failure to suspend the service would be tantamount to saying that the riders' work would be consider an essential service.

As we will see in the next paragraph, most platforms have shown no interest in protecting the health of those workers who have decided to continue working. For this reason, while waiting for the distribution of the masks and the additional safety devices to be effective, the riders turn to customers inviting them to suspend orders and, therefore, to boycott the service of the platforms.

However, requests for orders has not stopped and the riders has continued to work: photos of the riders waiting in front of the restaurants and the penalties imposed on several riders for violating the ban on gathering has made news. Riders themselves, as in the case of Deliverance Milano, denounced the risk for workers to be fined up to 5,000 euros provided for by the Lombardy region's ordinance in case of gatherings in public places[77].

---

[75] https://it.deliveroo.news/news/deliveroo-coronavirus-covid-19-ristoranti.html [last access 20.05.2020]

[76] The video-interview is available on https://www.facebook.com/agenziavista/posts/1870005963129909.

[77] https://www.ansa.it/lombardia/notizie/2020/03/24/rider-milano-rischiamo-multe-5mila-euro_d2222430-ba1d-4184-95f5-56c23affca2a.html [last access 19.05.2020].

2. The role of the trade unions

Some of the traditional trade unions are following the case of riders closely.

On March 11, 2020 CGIL, Cisl and Uil have written a letter to Assodelivery to ask the companies represented by the latter to equip the delivery men with personal protective equipment, which would be in addition to what is already established in terms of obligations in terms of prevention, health and safety, for your companies, already defined by Law 129/2019[78].

Few days later, the same trade unions have written a letter to the Minister of Labour and Social Policy, Nunzia Catalfo, and the Minister of Health, Roberto Speranza, in which they called for active intervention by the Government in order to make the platforms comply with the governmental provisions on health protection and to push the food delivery platform to start a dialogue with the interested trade unions "in order to establish homogeneous ways in which to proceed with activities that guarantee the safety of workers and users of the service”[79].

Nidil-CGIL also supported the social campaign #dimenticatidaConte promoted by riders and aimed at asking the Government for economic support for those who, due to their contractual qualification, cannot access the social shock absorbers allocated by the Government in favour of the self-employed (par. 6 below)[80].

CGIL has also supported the appeals filed by riders in the Courts of Florence and Bologna for the request of individual safety devices not spontaneously given them by the platforms (infra par. 4).

Riders Union Roma has published on its Facebook page a post through which the collective makes it known on April 8, 2020, the Filt-Cgil of Rome and Lazio, Fit-Cisl Lazio and Uiltrasporti Lazio in a letter addressed to the Prefects of Rome, Viterbo, Rieti, Frosinone and Latina, to the Regional councillor for health and Assodelivery, have denounced the interruption, after an initial period of collaboration, of the delivery of personal protective equipment to riders of the food delivery platforms. Therefore, they have asked that, in compliance with the law and with the decisions of the Court of Florence, the delivery of the devices be resumed, as well as the activation of a campaign to subject riders to tampons and the dissemination of information signs translated into several languages, given the heterogeneous composition of workers[81].

[78] At the following link you can read the full text of the letter: https://www.nidil.cgil.it/coronavirus-riders/ [last access 20.05.2020].

[79] At the following link, the full text of the letter: https://www.nidil.cgil.it/coronavirus-emergenza-riders-cgil-cisl-uil-il-governo-si-faccia-parte-attiva/ [last access 22.05.2020].

[80] For example on the website of Cgil Toscana was published this note: https://www.tosc.cgil.it/index.php?id_oggetto=37&id_doc=36527&template_ori=9 [last access 26.05.2020].

[81] https://www.facebook.com/photo?fbid=3125778357481404&set=a.2286840708041844 [last access 08.04.2020].

3. How did the food delivery platforms react to the national state of emergency?

Despite the emergency, the behaviour of the platforms of food delivery does not seem to have changed.

Right from the start, food delivery platforms have decided to not suspend service because, as declared by the President of Assodelivery, Matteo Sarzana, their service "*is active in accordance with the provisions of the Prime Ministerial Decree of 11 March which allows home delivery of food*"[82]; as consequence of this choice and of the non-delivery of the necessary individual safety equipment to riders, the latter have fought against the clients of the platforms in order to obtain these devices necessary to protect their health and that of others from the risk of being infected; the risk was very high especially in the initial phase during which, in violation of health and safety regulations, the companies had not equipped their workers with the necessary safety devices (in this case masks, gloves, disinfectants) that, instead, the riders purchased at their own expense - availability permitting -.

Therefore, to the requests of the riders to receive the individual safety devices, most of the platforms responded by showing their persistent non-collaboration[83].

Only the signatory platforms of the "Bologna Charter" were exceptions. These platforms, following the request from the workers, provided them with protection masks.

While with reference to the other platforms of food delivery, at the beginning, many of them thought they did not have to supply the devices to their workers; later, the president of Assodelivery, Matteo Marzana, during an interview with Corriere della Sera[84] has declared that the masks would soon be distributed to the riders of the Deliveroo, Glovo, Just Eat, Uber Eats and Social Food platforms. This statement was followed by distribution of the masks to some of the affiliated restaurants so that the riders could take them. Then, some platforms, such as Deliveroo, have introduced a measure that of a refund of 25 euros for the cost incurred by riders for the purchase of gels and masks, subject to proof constituted by the receipt. However, as reported by the riders themselves on their social channels, this measure can only be accessed by following the procedure provided by the company that states for the crediting of the refund on the amount received by the rider with the monthly payment and, as such, it is subject to taxation. In the message, moreover, moreover, the company clearly places the rider in front of a choice: to accept this method or to stay at home if he does not feel safe in carrying out his activity. While, among the remedial measures, Deliveroo stated that it has taken out a special insurance for riders who have been connected to the platform in the last 12 months, regardless of their contract type, which will cover riders until 31 December 2020. In particular, the beneficiaries of the insurance are those riders who have tested positive for covid-19 and who have been hospitalized; the insurance coverage establishes in their favor a sum of 30 euros for each day of hospitalization for a maximum of 30 days and a one-time indemnity of 1,500 euros for those who have been hospitalized in intensive care.

On March 10, 2020 the Press Office of FIPE (Italian Federation of Public Exercises) published a press release on its website, in which it communicates that the collaboration between the Federation and Assodelivery has resulted in a decalogue of rules that companies in the supply chain and food delivery platforms are called to

---

[82] As declared by the President of Assodelivery, Matteo Sarzana, to the journal "Famiglia Cristiana": https://www.famigliacristiana.it/articolo/coronavirus-tra-i-riders-al-lavoro-senza-mascherine-abbiamo-chiesto-a-fontana-di-bloccare-tutto.aspx [last access 20.05.2020].

[83] The difficult situation faced by the riders is clearly described on their representatives' Facebook account. For example, as early as February 27, 2020, RUB has denounced the uncooperative behavior of the food delivery platforms as Glovo, which has sent an email to riders where it invited them to follow the healthy rules in order to avoid contagion, without giving them the necessary individual safety equipment.

[84]https://milano.corriere.it/notizie/cronaca/20_marzo_15/rivoluzione-riderzero-contatti-clienti-b43359ce-6634-11ea-a287-bbde7409af03.shtml?fbclid=IwAR3997EnNvprA71LTXS0SGsjwFgvBhqh6lqIisSOO_K0H7lp5HwxE4BXqdw .

observe in order to guarantee the home delivery service in compliance with precautionary measures and hygiene and health regulations[85].

Finally, the food delivery platforms reacted to the rulings of the Courts of Florence and Bologna, which we will go into in more detail in paragraph 3, by issuing statements.

As for Just Eat, addressee of the order of the Court of Florence, they replied that the platform has always attached importance to the health and safety of customers, restaurateurs and riders and, even in this emergency situation, it is taking precautionary measures to protect them. Their responsible approach, they say, has meant that, since the beginning of the emergency, their company has purchased masks and disposable gels that are constantly being distributed to riders. They also responded by referring to other measures put in place such as contactless delivery, the modification of the app with reminder about hygiene standards and the decalogue of standards drawn up in collaboration with FIPE[86].

Instead, the Deliveroo platform, to which the Court of Bologna ordered the delivery of the safety devices to one of its workers who had appealed, responded to the order of the judges by stating that it would provide all riders with the masks only by virtue of the social responsibility of the company.

[85] You can find the press release at the following link https://www.fipe.it/comunicazione/note-per-la-stampa/item/6896-covid-19-fipe-e-assodelivery-bene-delivery-dopo-le-18.html [last access 10.05.2020].

[86] You can read the declaration of Just Eat at the following link: https://www.stamptoscana.it/just-eat-nessuna-condanna-dal-tribunale-di-firenze/ [last access 15.05.2020].

4. The judgements of the Courts

4.1 Legal proceedings brought by workers to obtain personal protective equipment

In response to the continuing inactivity of the food delivery platform to provide the necessary individual safety equipment to their workers, the workers have decided to go to the Courts to obtain the delivery of individual safety equipment. The Court rulings are, in fact, the first interventions in the health and safety of riders following the entry into force of Law No. 128/2020.

The first case has as actor a rider of the Just Eat platform – delegate of the Nidil – Cgil –, who applied to the Court of Florence for obtain the delivery of protective mask, disposable gloves, gel sanitizers and alcohol-based products to clean his backpack; the rider had previously request Just Eat for these products which, however, had not delivery them to him.

On April 01, 2020, the Court has issued an *inaudita altera parte* precautionary decree[87] because of the "*the continuation of work in the absence of [...] individual protective equipment could expose the plaintiff, during the time required for a decision on the substance of the case, to irreparable or even irreparable damage to his right to health*".

As consequence, the Court has ordered the platform to provide the worker with the aforementioned individual protective equipment. According with the Court, despite his qualification as self-employed worker, the real way of execution of the rider's performance would fall within the scope of application of the article 2 of the Legislative Decree No. 81/2015 and, therefore, the employment regulations would be applicate to him[88]. This implies that the rules laid down in the field of health and safety at work by Legislative Decree 81/2008 must be applied to riders. Furthermore, the judge has pointed out that, in any case, self-employment relationship the provisions of the Chapter V-bis of the cited Legislative Decree should be applied to the rider; more specifically, the article 47-septies, par. 3, rules that "*the client who uses the platform, also digital, shall be obliged towards the workers referred to in paragraph 1, at his own care and expense, to comply with Legislative Decree No. 81 of April 9, 2008*" and, more specifically, in this case the client the customer should comply with the provisions of Article 71 of Legislative Decree no. 81/2008.

Two weeks later, on April 14, 2020, the Court of Bologna, by borrowing the procedure and the decision issued by the Court of Florence, following an appeal brought by a rider of the Deliveroo platform required the platform to give him the personal protective equipment immediately. Again, the rider applied to the Court in order to obtain the individual equipment only after a direct and ignored request to the platform. In the present case, the judge also expressly refers to the emergency regulations on the management and containment of covid-19 contagion, in particular to the D.P.C.M. of 11 March 2020, which ordered the suspension of all catering activities, allowing only that the same activities be carried out according to the home delivery method "*in compliance with health and hygiene regulations for both packaging and transport*"; from this, the court implicitly inferred the obligation on the entrepreneur to ensure compliance with this requirement, which can certainly be understood to refer to gloves mask and disinfectant gel. As argued by the Court, according to what is expressly required by the Decree, such arrangements must be adopted by all operators operating in contact with the public so that the

[87] Trib. Firenze, Sez. Lav., Sent. N. 886 of April 01, 2020.

[88] In bringing the rider's relationship within the scope of application of Article 2 of Legislative Decree 81/2015, the court refers to the provisions of the recent sentence issued by the Court of Cassation no. 1163/2020, which states that "with a view to both prevention and "remedy", the rules of the employment relationship apply when the employee's service is exclusively personal, is carried out continuously over time and the methods of performance of the service, including in relation to time and place of work, are organized by the client".

same platform had declared itself willing to supply them to the worker who had requested them several times, unless, later, it declared difficulty in finding them.

On the same day, the general secretary of CGIL, Tania Scacchetti, has announced that even in Rome, a rider has decided to ask the judge to sentence the Glovo platform to provide him with individual safety equipment. Once again, the Court has issued an *inaudita altera parte* precautionary with the order to deliver the individual security devices to rider for the food delivery platform[89].

In all the cases, the urgency orders were discussed at a hearing before the Courts.

Moreover, all these judges' decrees, it is good to emphasize it, have drawn argumentative force from the principles stated in the important case-law precedent created by the above-mentioned Supreme Court's judgment (Cass. No. 1663/2020), which finally gave an answer to the highly debated issue relating to the qualification of the legal regulation of heterorganised collaborations, laying down that the employment relationship of riders should be governed, subject to certain conditions (personality, continuity, heterorganization), by the full legal rules governing paid employment.

4.1 Milan Court's order of extraordinary administration of Italian *Uber Eats* branch for illegal recruitment and workers exploitation

On May 27, 2020, the Preventive Measures Section of the Court of Milan issued a decree[90] by which the extraordinary administration pursuant to art. 34 of Legislative Decree no. 159/2011 of the Italian branch of the Uber Eats group, Uber Italy srl, was ordered, since, according to the judges, the same company would have carried out with its own conduct a facilitating activity of the criminal conduct pursuant to art 603 bis (crime of illegal recruitment and workers exploitation) of the penal code implemented by Flash Road City and FCR srl, which constitutes a prerequisite for the application of the cited art. 34.

Summing up the story, starting from 2018, Uber Italy s.r.l. would have availed itself of the collaboration of two fleet partners, Flash Road City and FRC srl, basically using their riders for home deliveries of food in several Italian cities, such as Milan, Monza, Turin, Bologna, Reggio Emilia, Rimini, Florence and Rome. The investigations have shown that the two companies would have implemented behaviors that integrate the exploitation of labour pursuant to art. 603 bis of the Criminal Code; the exploitation indexes provided for by the legislation in question would be basically two: labour exploitation and exploitation of the state of need. Investigations have shown that Flash Road City recruited a large number of *"migrant asylum seekers, mostly residing in special reception centres, who are in conditions of social vulnerability such as to be able to apply for a residence permit for humanitarian reasons"*; it also showed that "most of the riders recruited by Flash Road City came from conflict zones on the planet (Mali, Nigeria, Ivory Coast, Gambia, Guinea, Pakistan, Bangladesh and others)"; many of them then stated that they were paid 3 euros per hour (through a pure piece payment method, formally not provided for in any document, called "Uber flash"[91]) regardless of the kilometers travelled, time slots and weather conditions, that they were punished with profile blocks and suffered other repercussions if they did not respect the orders from the owners of Flash Road City and FRC srl, or complained of late payment or the deliberate payment of less than promised compensation.

Specifically, the "disciplinary code" informally adopted by the recruiters, provided, in case of breach of the duties of conduct imposed (for example: respect the communicated working time; do not invent false excuses for not

[89] http://www.cgil.it/coronavirus-cgil-da-tribunale-roma-altra-conquista-salute-riders-va-tutelata/ [last access 10.05.2020].
[90] Trib. Milano, decree no. 9 of May 27, 2020
[91] This "payment method" consists in the payment of a fixed 3 euros fee for each delivery, regardless of the amount of the fee indicated by the app at the end of delivery task.

showing up for work; login the app in an area far from the assigned one; insist on not understanding the payment methods) removal and non-payment of fees already accrued for work performances already carried out.

According to the judge, the Italian branches of the multinational Uber were fully aware of the exploitation of the workers used in the deliveries, if only because of the active role played by some of its employees. Finally, the court feared that due to the health emergency and the consequent increase in requests for home delivery of food, there may have been an avalanche and uncontrolled increase of workers in need and, consequently, exploited workers.

5. The interventions of the local and regional administrations and of the public authorities

Some local administrations have intervened to guarantee the riders the masks.

This is the case, for example, of the Municipality of Bologna, which delivered hundreds of masks to the riders' representatives in several sessions[92]. The same is also true for the municipality of Milan, which has also given gloves to the riders[93].

However, as communicated by the riders' representatives, the devices are not sufficient.

Among the initiatives to be reported there is also that of the Lazio region which, among the economic support measures aimed at the weakest and most affected by the pandemic, in the call for proposals "*A bridge to a return to professional and educational life: emergency economic support measures for the most fragile and exposed to the effects of the pandemic*", awarded riders a contribution of € 200.00 for the purchase of personal protective equipment to ensure better conditions of protection against risks to their health[94].

In Milan, for months now, the Public Prosecutor's Office has been investigating the safety conditions of digital food delivery platforms workers. The investigation file, opened in September 2019, could be enriched in Covid-19 time.

The Carabinieri of the Milan Labour Inspectorate delivered a report to the Prosecutor's Office based on the answers given by the main food delivery platforms (Glovo, JustEat and Deliveroo: the only ones to have answered).

The hypothesis formulated is that the platforms omitted biological risk assessment.

Only Just Eat would have actively responded to requests for intervention by the Carabinieri, modifying the "Risk Assessment Document" by including riders in it.

The situation reported by the Carabinieri regarding the company UberEats is also strange; on the basis of what they declared, it would not have a physical location and it would not have been possible to get in touch with them[95].

[92] Riders union bologna has made the announcement in two of his Facebook posts (on May 5, 2020 and on May 13, 2020).
[93]https://milano.repubblica.it/cronaca/2020/04/14/news/coronavirus_milano_kit_mascherine_guanti_rider_ristoranti-253980968/ [last access 10.05.2020]
[94] The link to the public notice is http://www.regione.lazio.it/binary/rl_main/tbl_documenti/FOR_DD_G05062_29_04_2020_Allegato2.pdf . The notice, among the measures, includes a "one-off contribution of € 200.00 to "digital workers" (so-called Riders) as a category governed by Regional Law 4/2019 "Regulations for the protection and safety of digital workers", for the purchase of personal protective equipment to ensure better conditions of protection against the risks of contagion.
[95]https://milano.repubblica.it/cronaca/2020/05/05/news/coronavirus_rider_indagine_procura_carenze_protezioni_mascherine_deliveroo_glovo-255747856/?ref=RHPPTP-BH-I255754100-C12-P3-S1.12-T1&refresh_ce&fbclid=IwAR3pjBvArP7moN4WaI4o9sFRRxGHVlX9HHmLD8hWdci1wLd5mCAxd7y73NA [last access 10.05.2020].

6. Government interventions

- *Self-employed allowance*

Among the measures adopted by the Government to face the economic, social and labour consequences of the COVID-19 pandemic, those affecting riders are contained in the Law Decree No. 18/2020 (also known as the "Cura Italia" decree) and the Law Decree No. 34/2020 (also known as “Rilancio” decree).

In pursuant to the provisions of the Decree “Cura Italia”, INPS has announced how to request income support allowance amount to 600 euros for some categories of workers[96] for the month of March. The riders registered for VAT (active in February 23, 2020) and those who have a non-employed continuous work (co.co.co.) contract (active in February 23, 2020) registered with *“Gestione separata”* [97]of the national social security institution (I.N.P.S.), who are not recipients of a pension and are not registered to other form of compulsory social security payment, can request this allowance. All the other riders, linked to digital platforms by contractual types other than those expressly mentioned[98], did not benefit, in the first lockdown phase, of the provisions of this decree and, as consequence, have not the right to perceive this allowance (s.c. “self-employed bonus”).

As a result of the complaints made by workers who hold casual work contracts (which, as mentioned, is the most common form of contract for riders) excluded from the allowance, who are already strongly penalized by the fact of carrying their work services in the context of highly precarious and discontinuous relationships, the government has provided for this category, at par. 84 of the afore mentioned “Rilancio" Law Decree (no. 34/2020), a 600 euros allowance for the months of April and May.
This measure is aimed at certain specific categories of workers, whether employed or self-employed, who as a result of the epidemiological emergency have stopped, reduced or suspended their activity or employment relationship.

In particular, shall be entitled to this allowance:

- Job-on-call contract holders who have completed at least 30 working days between 1 January 2019 and 31 January 2020;

- Seasonal employees from sectors other than tourism and spa establishments, who have unintentionally ceased working in the period from 1 January 2019 to 31 January 2020 and who have worked for at least 30 days;

- Casual work providers who are not registered with other forms of compulsory insurance, that in the period from 1 January 2019 to 23 February 2020 have been holders of casual work contracts and do not already have an ongoing work contract on 23 February 2020. For this category it is necessary to be

[96] https://www.inps.it/MessaggiZIP/Messaggio%20numero%201288%20del%2020-03-2020_Allegato%20n%201.pdf .

[97] It is a social security fund, established by Law No. 335/1995, financed by the compulsory contributions of certain categories of workers, including:
-Freelancers for whom an independent social security fund is not provided;
-The majority of continuous non-employed workers;
-The category of home sellers;
-All categories of workers that are not linked by insurance relationship with the "ordinary" management of Social Security National Institute (INPS).

[98] Most of all, riders with casual work contract.

registered for the separate management of the National Social Security Institute (I.N.P.S.) and have paid at least one contribution per month within the above mentioned period.

In addition, such persons should not be holders of another contract of employment or beneficiaries of a pension.

The same decree has, then, planned, for the month of May, the increase to 1,000 euros of the allowance granted to:
- self-employed persons with VAT numbers, provided that they certify (through a self-certification to be submitted to the scrutiny of the Revenue Agency) that they have registered, in the second two months of 2020, a drop in income of at least 33% compared to that of the first two months of 2019.
- to the holders continuous self-employment (*co.co.co.*) relationships registered with the I.N.P.S. separate management, provided that they have ceased the relationship at the date of entry into force of the decree.

- *Inclusion of COVID-19 contagion in the list of causes of accidents of work:*

With the afore mentioned Law Decree Cura Italia, n. 18/2020, par. 42 clause 1, the government then included the COVID-19 contagion among the causes of accidents at work, on the basis of the principle, now acquired by the national case law[99], of equivalence between violent cause and virulent cause of accident, for the recognition of the concerning allowance.

The rule also provides that INAIL[100] economic benefits, in cases of COVID-19 infections at work, are also provided for the period of quarantine or residence at home of the injured person who, consequently, must abstain from work.

Riders are fully within the scope of operation of that rule, due to the expiration of the 90-day *vacatio legis* period provided for by L. 128/2019 for the effective entry into force of the afore cited art. 47-septies, which extends to digital platforms/clients the obligation to guarantee riders, whatever the contractual scheme within which the relative relationship is formalized, insurance against accidents at work and occupational diseases.

The same institute then, for its part, adopted a circular (No. 13/2020) on this specific subject, in order to clarify the exact extent of the professional risk in question and avoid, on the one hand, excessively restrictive interpretations of the rule that nullify the mission of the Institute and, on the other hand, extensive interpretations that determine a substantial socialization of risk, not admitted by the current national legal system of public insurance.

In particular, the Circular distinguished workers into two professional risk classes and related very different consequences in terms of the burden of proof of the accident.

The first category is that of workers exposed to a high risk of contagion, in which belong first, health workers, and then all workers who, in the impossibility of continuing to carry their services with remote working mode, are forced to operate in contact with the public (e.g. cashiers, bankers, cleaners in health facilities). The Circular specifies that this category is to be understood as 'open', so as to be able to refer to it all persons who, for whatever reason, are normally obliged to operate in situations where the risk of contagion is to be understood as *in re ipsa*, due to contact with environments contaminated by the virus (e.g. cleaning staff) or with users (riders and logistics workers).

[99] Italian Supreme Court (Cass. n. 20941/2004), states that: "*With regard to compulsory insurance against accidents and occupational diseases, the cause of violence is also the action of microbial or viral factors which, by entering the human organism, determine the alteration of the anatomic-physiological balance, provided that such action, even if the effects occur after a certain period of time, is related to the performance of the work even in the absence of a specific violent cause underlying the infection".*

[100] National Institute of Insurance against Accidents at Work.

The burden of proof is to be reversed for this category. In case of non-recognition of the accident by the Authority, the worker will have to limit himself to proving the contagion by attaching the relative medical certification and to be assigned, in concrete, to directly attributable (or comparable) tasks those listed in the first class of professional risk. Instead, it will be up to the Institute to provide the judicial evidence that the contagion occurred in an out-of-work context.

The second category includes all other workers.

For these, there is a burden of proof and evidence more burdensome because, even if it is disregarded by the exact identification of the moment of the contagion, the applicant must, in any event, submit and prove facts or circumstances which allow it to be presumed that the virus has been contracted in the working environment. The technical adviser of the / medical examiner’s office will then have to assess - by relying on epidemiological, clinical, medical and circumstantial criteria - if such facts, attachments and evidence, suggest that the infection is likely to have occurred on the occasion of work or on the home-work way.

PART V – CONCLUSIONS AND POLICY PROPOSALS

Conclusions

After this overview about the platform work in Italy, some evaluations are elaborated below.

- **Have local experiences and jurisprudence influenced the intervention of the legislator?**

Thanks to the Law no. 128/2019 which converted Law Decree no. 101/2019, the platform workers have obtained express legislative recognition in our legal system. On the one hand, the law brought some changes to art. 2 of Legislative Decree no. 81/2015, like the extension of the applicability of the provisions contained in the rule "*even if the execution method of the service are organized through digital platforms*"; on the other hand, the Chapter V-bis was introduced in Legislative Decree no. 81/2015, which, at expense of the title "Labor protection through digital platforms", establishes minimum protections for self-employed workers who carry out delivery activities on behalf of others, in urban areas and with the help of velocipedes or motor vehicles through platforms also digital, in substance only for the riders.

It is possible to hypothesize that the experiences reached before the in question legislative intervention influenced the achievement of the result. Thus, the cited change made to the text of art. 2 of Legislative Decree no. 81/2015 seems to be in line with the ruling of Turin Court of Appeal which considered the applicability of art.2 to the workers of a food delivery company.

Then, the introduction of a statute establishing the minimum levels of protection only for riders, could be connected to the claims of the groups of riders and to their *modus operandi*. Indeed, the riders are only one of the types of platform workers in Italy, however, due to the obtained media exposure, they managed to get the attention of local administrations and the Government and, consequently, they managed to carve out specific protections. As also stated in the second part of this report, the same Law no. 128/2019 seems to reproduce some of the provisions contained in the Charter of fundamental rights of digital work in the urban context signed in Bologna.

- **Have the actions of grassroot movements influenced the results achieved by local and national institutions?**

Connected to the previous evaluation, there is the relationship between the forms of collective action and the achieved results. As described in second part of this report, in Italy, digital platform workers are intercepted by traditional unions with difficulties, mainly because of the organization modalities of their work. However, the need to create grassroot movements based on shared common interests and objectives seems to have emerged.

Although these movements do not clearly identify themselves as trade unions nor they are recognized as such, due to the practices put in place they have managed to obtain local administrations' and Government's attentions. On the one hand, this allowed them to participate in negotiating tables which ended with the issue of local acts that provided specific protections even in the absence of national legislative provisions, on the other hand, to be heard by Minister of Labor. Looking at the target of being considered as employed workers (not peacefully shared by all the riders),initially pursued by them (the riders), the implemented actions cannot be said to have hit the mark, at least for a lot of them, since that only one small minority is hired by the platforms with an employment contract.

Nevertheless, through the enactment of Law no. 128/2019 they obtained their own Statute containing minimum levels of protections, which, among the various granted guarantees, has abolished the piece-based payments (unless there is a collective agreement [..] that states otherwise) - a request made by several riders' representatives - and made the insurance against accidents at work and occupational disease mandatory.

- **Could platform work be a new lifeblood for industrial relations?**

As affirmed in literature[101], platform work and the related claims could a "precious occasion" for trade unions. The need of representativeness of the platform workers comes up in difficult times for the trade unions because of a weakness of their role and relevance in the industrial relations scenario. Seventies and eighties are far; they were a positive period for the Italian trade unions, which saw the exponential increase of their union power, in a season characterized by an high social conflict, thanks to which they had an active political role through the stipulation of interconfederal agreement or trilateral agreement with the Government. During the following years the trade unions broke their union and broke their collaborative relationship with the Government and, at the same times, it was registered an increase of the decentralized collective bargaining. This mood lasted until 1990s when, during the economic and political crisis, the trade unions back to union and the national collective bargaining returned at the center of their activities; furthermore, in lack of a politic project the trade unions were once again involved in the concertation practices with the Government. In the second half of 2000s, a new season of conflict began which led to the breaking of the unity of action between the main trade unions and to the signing of "separate" collective agreements. Moreover, since 2010, successive governments have refused to negotiate with the trade unions on crucial choices, devaluing the usefulness and practicability of consultation. A reconstruction of the trade union scenario would occur starting from 2011 with the interconfederal agreement of 28 June 2011 until the most recent "TU Rappresentanza" signed 10 January 2014, which pursued the objective of rationalizing the system of trade union relations by negotiation.

Nevertheless, the Italian trade unions has continued to experience a period of weakness mainly attributable to a crisis of representativeness, caused by multiple factors, both subjective and objective. The difficulty to intercept the interests of new categories of workers as young people and freelance has been one of the main subjective factors; while, the economic crisis, which affected one of the sectors in which the union was most widespread – the industrial manufacturing –, and the fading of the ideological roots of the unions have been the mainly objective cause of this crisis[102].

It could be argued that the most recent forms of work – due to their nature – could increase the phenomenon of disintermediation, which in the labour law context must be understood as a crisis of the big interest organizations[103]. However, the evidence produced by the platform work on collective interest and collective bargaining would seem to lead to the opposite consideration. The need of representative and protection of the platform workers could seem give new lifeblood to the industrial relations. Indeed, in this scenario all the actors are called to intervene: trade unions, enterprises and their representatives, political institutions. With the only exception of the food delivery platforms, which keep a less collaborative behavior, the other actors have an active and propositional role. Indeed, Trade unions are trying to overcome the obstacles between them and new workers by experimenting with new forms of interception, while political institutions at different levels seem to be cooperative and open to dialogue. As seen in the part II, trade unions in the platform work context are acting not only in the relationships with the counterparts but also dispensing services to the workers, as legal assistance and information services.

This is especially true for the local and regional institutions, which have played an important coordinating role between the parties in order to achieve results and which are still willing to listen to the riders and act as

---

[101] Lassandari A., *La tutela collettiva del lavoro nelle piattaforme digitali: gli inizi di un percorso difficile*, in *LLI*, 2018, 4,1, pp. 15

[102] Pulignano V., Carrieri D., Baccaro L., *Industrial relations in Italy in the twenty-first century,* in *Employee Relations*, 40, 4, pp.654-673.

[103] Caruso B., *La rappresentanza delle organizzazioni di interessi tra disintermediazione e re-intermediazione*, in *WP CSDLE "Massimo D'Antona".IT*, n. 326/2017.

intermediaries for their requests[104]. As far as the central institutions are concerned, however, despite the fact that they wanted to give the public opinion the idea of an activism aimed at supporting the cause of the riders and, therefore, to create a collaborative climate among all those involved, in fact they preferred to replace cooperation with autonomous intervention, following, therefore, a well-established practice for the political actors of the last decade.

- **What could be the relevance of the art. 2 par. 2 let. a) of the Legislative Decree no. 81/2015?**

As described in the Part I and II, the article 2 of the Legislative Decree no. 81/2015 regulate the hetero-organized collaborations, which includes also collaborations whose performance modalities are organized through platforms also digital. However, the following paragraph 2 contains a list of four hypothesis to which the employment regulation is not applicable. The provision of the let. a) of the cited paragraph 2 would be suitable for activating differentiated sector-based regimes governed by collective autonomy but, at the same time it would exclude the hetero-organized worker from enjoying the protection of subordinate work guaranteed by law. In essence, these would be convenient agreements for employers and, in our case, for the clients who hide behind the digital platforms. Furthermore, it could be a choice aimed to avoid that the clients could decide to stop their business in our country in reason of too strong protections and labour costs.

Policy Proposals

RECIPIENT: EU INSTITUTIONS

- **The definition of "worker" according to EU Law**

With reference to that issue, is desirable an intervention of the European Union aimed at widening the stitches of the definition of "worker" up to include the coordinated and continuous self-employment providers operating in the so-called "grey zone" on the border between employed and self-employed work. This intervention could be realized by means of a different orientation of the Court of Justice. After all, there are the normative references for an extensive interpretation of the "worker" concept, as the art. 28 of the Charter of Fundamental Rights of European Union[105] and the art. 11 of the European Convention of Human Rights[106].

[104] For example, the Municipality of Bologna, in the current emergency caused by Covid-19, undertook in the person of the Councilor for Labour, Marco Lombardo, to contact the companies that signed the Bologna Charter and to ensure that they guaranteed their workers the necessary safety equipment. https://www.bolognatoday.it/economia/coronavirus-rider-consegne-senza-contatto.html .

[105] Art. 28: "Workers and employers, or their respective organisations, have, in accordance with Community law and national laws and practices, the right to negotiate and conclude collective agreements at the appropriate levels and, in cases of conflicts of interest, to take collective action to defend their interests, including strike action".

[106] Art. 11 of the European Convention on Human Rights: "Everyone has the right to freedom of peaceful assembly and to freedom of association with others, including the right to form and to join trade unions for the protection of his interests. No restrictions shall be placed on the exercise of these rights other than such as are prescribed by law and are necessary in a democratic society in the interests of national security or public safety, for the prevention of disorder or crime, for the protection of health or morals or for the protection of the rights and freedoms of others. This Article shall not prevent the imposition of lawful restrictions on the exercise of these rights by members of the armed forces, of the police or of the administration of the State".

RECIPIENTS: SOCIAL PARTNERS

- **Levels of collective bargaining**

The existence of a National Collective Agreement aimed to avoid social dumping phenomena in a same sector due to downward competitions of rights and protections of platform workers is important. However, also the decentralized collective bargaining plays a relevant role because it could able to take into account the specific working conditions of the platform workers, for example, in the urban contexts. Signs that confirm the opportunity to conclude agreements at decentralized level are the experiences gained in local contexts before the publication of the Law.

- **What is the role of social dialogue in the Italian situation?**

Although at European level, also in the most recent interventions, has been expressed the importance to promote the collective bargaining and the social dialogue, the Italian situation does not seem to proceed in this direction. Even though the Law no. 128/2019 has given to the social parties twelve months to choose a collective agreement to apply to riders, the negotiations seems to be stopped. It should be avoided that the same situation that occurred during the negotiation table convened by the Minister of Labour at that time, Di Maio, where the representatives of the digital platforms did not appear fully collaborative and, moreover, the same Govern has interrupted the convocation of the negotiations tables, could arise again. The practice of social dialogue to assume as model could be the discussion with a positive end, as the experience of the "Charter of fundamental rights of the digital workers in the urban context" signed in Bologna.

Presence of trade unions able to represent the workers, political will and control and inspection on the activities and mode of action of the digital platforms could make the difference and stimulate all the parties to a productive social dialogue.

RECIPIENTS: WORKERS' UNIONS

- **Do traditional trade unions have to resort to new practices to intercept platform workers?**

The difficulty of traditional unions to intercept platform workers could be solved through an innovation in the ways of approaching of the unions themselves, which, seem to be moving in this direction (we refer to the practices implemented by the main unions in second part of the report). Presence on the streets and among workers, virtual aggregation, information and support portals, concrete support for the initiatives put in place by these workers could be practices able to stimulate and increase relations between the subjects and the participation of workers in trade unions.

- **Issues in order of representativeness**

As a corollary of the principle of trade union freedom established by Article 39 of the Constitution and on the general freedom of bargaining, in Italy, there has been the affirmation of a pluralistic system such that in the same sector more trade unions and more collective agreements can coexist. This has led to a proliferation of collective agreements stipulated also by trade unions that could count on a few members. In response to this situation, the social partners have linked the representativeness of the contractors to the scope and application of collective agreements. In the platform work context, the issues of representativeness arise again, probably requiring an innovative intervention. As described in Part II of the report, workers are organized in a plurality of movements with different ideologies and local character, as well as some of them are affiliated to the different trade unions that are most able to intercept their interests.

The result is a high fragmentation of workers that affects the formation of collective agreements, causing the risk of possible pirate contracts" signed by unions with a low numeric substance. Law no. 128/2019 recognised the possibility for riders to regulate their remuneration through a collective agreement and, in accordance with the most recent legislative measures when referring to collective bargaining, requires that the trade unions and employers' associations that are comparatively more representative at national level should enter into such an agreement.

Likewise, the Law no. 128/2019 in providing a set of minimum rights for riders, made no reference to the recognition of the right to trade union freedom to such workers as well as the instruments of trade union action. As consequence, such workers continue to be precluded from enjoying the rights provided for in the Workers' Statute under Title III[107] and, as observed in doctrine[108], also with reference to the operation of the RSA and RSU, given that an indispensable requirement for company trade union representation is the existence of a minimum number of employees employed in the production unit.

The risk is that when the collective agreement will be stipulated, players who cannot be considered real representatives of the riders' interests may take part in it, because they may perhaps be an expression, or in any case be controlled by the company. In this sense, the Riders Union Bologna doubt that the ANAR (Associazione Nazionale Autonoma dei Riders) can be considered a real representative association of workers' interests. Then, for the riders the alternative could be to join the unions of the main confederations.

Thus, with reference to the actors who could represent platform workers, the trade unions seem to be the entity which could guarantee to platform workers more and better protection due to their national power. Identifying these trade unions implies the definition of the sector where the platform workers operate. Thus, in the case of riders, seems to be proceeding their work in the sector of logistic and transport. However, as specified several times, platform work is made not only from riders because it is a wider field.

Further areas for legislative action could also be:

→ **the provision (or enhancement) of precise and incisive rights of information for workers on the programming and operation of algorithms**, in order to enable them to achieve, in compliance with the client's transparency obligations, a full understanding of the rationale behind the allocation of the individual delivery tasks, as well as of the trade union representatives to check that they do not operate in a discriminatory manner, in accordance with the provision introduced in art. 47-quinquies of L. 128/2019.

[to: EU institutions, national legislator]

→ **the provision of rights for workers and their union representatives to be consulted with regard to the above-mentioned algorithms programming**, in order to impose on the client the obligation to be willing to know their point of view, without prejudice, in the absence of a precise contractual will on the part of the latter to negotiate the criteria for the functioning of artificial intelligences, to the right to depart from it.

[to: EU institutions, national legislator]

---

[107] In this sense, the Law has not modified the existent legislative framework which establishes at art. 35 of the Workers' Statute that the rules of the Title III of the cited Statute "apply to each head office, establishment, branch, office or autonomous department employing more than fifteen employees".

[108] Forlivesi M., op. cit.

→ **the insertion of objective criteria to determine whether a platform operates as an employer rather than as a simple marketplace**, accompanied by a presumptive mechanism that automatically, and until proven contrary, assigns to the platform the employer status.

[to: EU institutions]

REFERENCES

Ales E., *Oggetto, modalità di esecuzione e tutele del 'nuovo' lavoro autonomo. Un primo commento*, in *MGL*, 2019, 4.

Barbieri M., *Un accordo senza respiro*, in *DLRI*, 2013, n. 138.

Bellardi L., *Nuovi lavori e rappresentanza. Limiti e potenzialità di innovazione della realtà sindacale attuale*, in DRI, 2005, vol. 1, pp. 70 ss.

Caruso B., *La rappresentanza delle organizzazioni di interessi tra disintermediazione e re-intermediazione*, in *WP CSDLE "Massimo D'Antona".IT*, n. 326/2017.

De Stefano V., *Introduction: Crowdsourcing, The Gig-Economy And The Law*, in *Comparative Labour Law & Policy Journal*, 2016, 37,3.

Forlivesi M., *Alla ricerca di tutele collettive per i lavoratori digitali: organizzazione, rappresentanza, contrattazione*, in *LLI*, 2018, 4, 1.

Giorgiantonio L., Rizzica C., 2018, *Il lavoro nella gig economy: evidenze dal mercato del food delivery in Italia*, in *Questioni di Economia e Finanza*, 472/2018, 472, 8.

Imberti L., *L'eccezione è la regola?! Gli accordi collettivi in deroga alla disciplina delle collaborazioni organizzate dal committente,* in *DRI,* 2016, p. 393 ss.

Lassandari A., *La tutela collettiva del lavoro nelle piattaforme digitali: gli inizi di un percorso difficile*, in *LLI*, 2018, 4,1.

Lassandari A., *Problemi di rappresentanza e tutela collettiva dei lavoratori che utilizzano le tecnologie digitali*, in *RGL*, 2017, 2.

Leccese V., *Il diritto sindacale al tempo della crisi. Intervento eteronomo e profili di legittimità costituzionale*, in *DLRI*, 2012, n. 136, pp. 479 ss.

Mancini C., *Un sindacalista "infiltrato tra i riders*, in *Idea diffusa*, settembre 2018.

Magnani M., *Nuove tecnologie e diritti sindacali*, in *LLI*, 2019, 5, 2.

Marrone M., *Rights against the machines! Food delivery, piattaforme digitali e sindacalismo informale*, in *LLI*, 2019, 5, 1.

Martelloni F., *Individuale e collettivo: quando i diritti dei lavoratori digitali corrono su due ruote*, in *LLI*, 2018, 4, 1.

Menegatti E., 2019, *The evolving concept of "worker" in EU law,* in *Italian Labour Law e-Journal,* 2019, vol. 12, I, p. 81.

Mezzacapo D., 2017, *Le collaborazioni continuative e coordinate e le collaborazioni organizzate dal committente dopo il superamento della disciplina del lavoro a progetto da parte del Jobs Act*, in *Diritto e Processo del Lavoro e della Previdenza Sociale (a cura di Giuseppe Santoro Passarelli*), UTET, pp. 170-171.

Perulli A., 2019, *Il diritto del lavoro "oltre la subordinazione": le collaborazioni etero-organizzate e le tutele minime per i riders autonomi*, in *WP CSDLE "Massimo D'Antona".it*, 410 – 2020, p. 32.

Perulli A., 2015, *Il lavoro autonomo, le collaborazioni coordinate e le prestazioni organizzate dal committente*, in *WP CSDLE "Massimo D'Antona"*, n. 272, pp. 22 ss.

Pulignano V., Carrieri D., Baccaro L., *Industrial relations in Italy in the twenty-first century*, in *Employee Relations*, 40, 4, pp. 654-673.

Redazione Idea Diffusa, *Frank l'algoritmo che discrimina*, in *Idea diffusa*, 2020, 1.

Tosi P., *L'art. 2, comma 1, d. lgs. n. 81/2015: una norma apparente?* , in *ADL*, 2015, p. 13.
Vallebona A., *Lavoro autonomo coordinato e diritto sindacale,* in *Dir. Lav*., 2000, I, pp. 311 ss.

FURTHER INFORMATIONS
ABOUT THE PROJECT:

www.irelproject.eu
twitter.com/irelproject

Project Coordinator

Marco Biagi Foundation, University of Modena and Reggio Emilia (Italy)

Co-applicants

Aahrus University (Denmark)
Alma Mater Studiorum – Università di Bologna (Italy)
Georg-August-Universität Göttingen (Germany)
Institute for Social and Trade Union Research – Istur (Bulgaria)
Istituto di ricerche economiche e sociali Emilia-Romagna (Italy)
Munkàstanàcsok Orszaàgos Szoevetsége (National Confederation of Workers' Councils) (Hungary)
Tartu Uelikool (Estonia)
Università degli studi di Bari A.Moro (Italy)
University of Lodz (Poland)

Associate Organizations

Dansk Arbejdsgiverforening, DA (Denmark)
Eesti Ametiuehingute Keskliit (Estonia)
European Trade Union Confederation (EU)
Fagbevægelsens Hovedorganisation, FH (Denmark)
Federazione Italiana Lavoratori Commercio Alberghi Mense Servizi, FILCAMS-CGIL (Italy)
IG Metall - Gewerkschaft fuer Produktion und Dienstleistung im DGB (Germany)