



**DON'T GIG UP**



# ITALY

## Case Study Report

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# INTRODUCTION

This paper is one of the Country Case Study Reports of the ‘Don’t GIG up!’ project, co-funded by the Directorate-General for Employment, Social Affairs and Inclusion of the European Commission, and aimed at improving expertise and knowledge on the role unions and social dialogue can play with regard to the protection of gig workers.

Running for 24 months (from February 2018 to January 2020), the project combines studies and action research to analyse features and challenges of the gig economy in a set of selected countries, namely: Germany, France, Italy, Poland, Spain, and Sweden.

The first phase of the action was dedicated to the drafting of a State of the Art Report, a document providing an overview of the political, social, and academic debate on the gig economy and its features, as well as of relevant reforms and data in the countries covered by the project.

Whereas the report provided a homogeneous knowledge base on the topic, the following case study analysis investigates and assesses practices meant to organise gig workers and to increase their employment and social security rights.

The comparison of practices, taking place also by means of three mutual-learning workshops, shall lead to a final comparative assessment on how the gig economy affects industrial relations at both national and EU level, with a view to delivering policy recommendations.

# METHODOLOGY AND CONTENTS OF THE CASE STUDY REPORT

The report is based on a questionnaire for each case study, filled out by experts appointed by the project partners. This questionnaire was structured along three sections, covering respectively: the features of each selected practice; contextual information on the platforms concerned; and a final assessment.

An abridged version of the questionnaire was used to implement a preliminary screening and to select practices deemed to be more interesting for the purposes of the project.

The questionnaire was complemented with an introduction on the target measures and the topics of interest to be investigated.

With a view to guaranteeing homogeneity and comparability of results, the introduction also provided guidance on the sources suggested for the analysis, namely: press releases and press articles; existing literature (reports, studies, scientific articles, opinion papers, and policy papers); reviews and information available on the ['faircrowd.work'](https://www.faircrowd.work) website as applicable to the covered country, as well as on forums where gig workers interact; available data on working conditions as per official or independent surveys; and interviews with stakeholders, including those having a direct role in the implementation of the measure<sup>1</sup>.

The partners agreed to conduct a minimum of two semi-structured interviews for each case, possibly by phone, and using the grid proposed as a basis for the questionnaire, while focusing on the aspects best known to the respondents.

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<sup>1</sup> This Case Study Report builds primarily upon information available from existing literature and the websites of platforms, complemented by interviews with unions, a person having worked at Glovo and at Deliveroo for, respectively, two months and two years, as well as a manager of a large food-delivery platform.

# CASE 1: The national collective bargaining agreement (NCBA) covering the logistics sector

## Description of the measure

What are the **features** of the measure with regard to the protection of gig workers (please refer to all the relevant areas of interest)?

The case study concerns the adoption of collective bargaining provisions setting forth terms and conditions of employment for delivery workers, with a view to targeting delivery platforms.

As contextual elements, it shall be reminded that Italy features a two-level system of collective bargaining, whereby sectoral agreements (National Collective Bargaining Agreements, NCBA<sup>2</sup>) complement or even replace legal provisions concerning most aspects of the employment relationship, from the regulation of working time, to the type of employment contracts to be used, in addition to defining minimum rates of pay according to different job profiles.

NCBAs are binding only upon firms affiliated with the signatory employers' organisations. Legislation has historically incentivised adherence of other firms by empowering NCBAs to detail or derogate from statutory labour law provisions (e.g. enabling them to introduce reasons justifying the use of fixed-term contracts). This means that only firms adhering to a specific NCBA could take advantage of provisions meeting specific sectoral needs in terms of workforce organisation.

At the same time, case law refers to pay scales set forth in NCBAs to rule on disputes affecting remuneration<sup>3</sup>. This represents a strong incentive for non-affiliated employers to stick to the same (minimum) pay levels as those complied with by enterprises performing similar activities.

The attempt made in the case at hand consists exactly in providing for clear regulation best suiting the reality of platform work.

Through a specific provision included in the NCBA signed on 3 December 2017, unions representing transport workers, and employers' organisations representing logistics undertakings (but not affiliating platforms) agreed to regulate 'new types of workers carrying out freight delivery by means of bikes, motorbikes, and boats'.

The agreement also lifted the ban on 'on-call work', removing a significant obstacle to the adherence to the NCBA by firms wishing to adopt a very flexible form of employment.

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<sup>2</sup> NCBA is adopted as a translation of CCNL, *Contratti Collettivi Nazionali di Lavoro*.

<sup>3</sup> In case of alleged bogus self-employment, the claimant shall first prove to be an employee, and then demonstrate that the material scope of the NCBA is coherent with the business activity, as well as that the claimed pay level is in line with the tasks performed.

On 18 July 2018, the parties signed a complementary agreement detailing the terms of employment concerning ‘workers implementing distribution logistics activities, including transport-related activities, by means of bikes and motorbikes’.

As maintained by the interviewee at UILTrasporti, one of the unions taking part in the negotiations of the NCBA at hand, the point was actually not only to regulate platforms, but to cope with a rise in ‘urban logistics’, and especially in deliveries by bikes: the introduction of bans on the use of vehicles in city centres actually prompted large delivery providers to complement their fleets with bikes, as well as to reorganise last-mile logistics in urban areas.

“*‘At the time negotiations were proceeding towards some concrete solutions, the case of food-delivery platforms burst, which was a well-fitting coincidence. In fact, whereas there were not significant problems for previous players, despite some uncertainty on the correct pay level, here we had to tackle practical obstacles that this group of players featured.’* (Unionist at UILTrasporti)

The activity of delivery workers employed in last-mile logistics and in urban delivery could fall under several NCBAs and classifications by virtue of the different activities performed by the employer; however, none of those NCBAs and classifications explicitly covered delivery by bike or for short distances.

The table below – which builds upon, and integrates a recent analysis of job classification in logistics (Bonanomi, 2019) – provides some examples on how the material scope and job profiles of some NCBAs can match working activities performed through food-delivery platforms.

**Table 1: Possible NCBA coverage and pay levels for delivery workers in companies delivering food or goods through platforms**

NCBA	Material scope	Job profile	Monthly pay*	Hourly pay
NCBA covering cleaning and other services addressed to enterprises (CCNL <i>Multiservizi</i> )	Services provided to restaurants, including transport of meals	Non-specialised blue-collar workers implementing transport, handling, or delivery of goods, also with light vehicles	€ 1,183.50	€ 6.9
NCBA covering trade and service activities (CCNL <i>Terziario</i> )	Logistic services to enterprises Information Communication Technologies (ICT) services to enterprises	Delivery workers	€ 1,405.89	€ 8.4
NCBA covering food, beverage, and leisure service activities (CCNL <i>Pubblici Esercizi</i> )	Services ancillary to food, beverage, and leisure service activities	Motorcycle drivers	€ 1,252.09	€ 7.3
NCBA covering logistics (CCNL <i>Logistica, Trasporti Merci e Spedizioni</i> ) (before the complementary agreement)	Logistics and support services provided to transport companies	Specialised delivery workers	€ 1,543.53 (February 2018)	€ 9.2
	E-commerce activities	Delivery workers	€ 1,375.19 (February 2018)	€ 8.2
NCBA covering logistics (after the complementary agreement)	Logistics and support services provided to transport companies E-commerce activities	Workers carrying out distribution logistics activities, including transport-related activities, by means of bikes and motorbikes	€ 1,399.71	€ 8.4

\* Where not specified, pay is calculated as of 1 January 2019.

In particular, provisions agreed in the complementary agreement set out:

- a minimum hourly gross pay level at € 8.4, to be increased to € 8.8 after six months' employment, and, only for workers delivering goods by means of motorbikes, reaching € 9.1 after a further nine months<sup>4</sup>;
- a standard working time in line with other similar occupations (i.e. 39 hours), and a maximum working time of 48 hours a week;
- some measures aimed at avoiding too short or too long working times: working days shall last between two and eight hours (10 if the worker is employed also in storage activities), to be spread over time slots of up to 13 hours (this way allowing for long breaks between lunch and dinner time, when there is less demand);
- the obligation upon companies applying this working-time pattern to meet unions in advance in order to verify the presence of enabling conditions;
- flexible clauses in part-time contracts, including the possibility of changing shifts and of increasing working time (11-hour notice is mandatory in the latter case);
- the obligation upon employers to inform workers about shifts in advance, as well as to avoid defining shifts through reputational systems based on algorithms; and
- the obligation upon companies to provide individual protection equipment and to insure vehicles against liability for damage to third parties.

In addition, the parties committed themselves to negotiating further aspects at firm level.

As employees, workers covered by the agreement would also enjoy social protection and insurance against accidents at work in line with standards set forth by law for all private-sector employees.

## Description of the platforms

*How is **work organised** in the platforms addressed by the measure in the covered areas (e.g. terms of employment contracts, monitoring of the performance, and flexibility)?*

The key areas affected by the case at hand are: pay; work organisation; working time and shifts; the role of rating systems; the provision of individual protection equipment; insurance against liability for damage to third parties; and social protection.

The NCBA does not address the borderline between self-employment and employment, as it is not entitled to do so<sup>5</sup>. Instead, the strategy is about providing clear rules endowed with a significant degree of flexibility, which is meant, on the one side, to make rules suitable for the platform business model, and, on the other, to create a clear reference in NCBA to their activities and job profiles, including in terms of pay.

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<sup>4</sup> Pay reference is calculated as per the amount in force between 1 October 2018 and 30 April 2019. Minimum pay rises are planned starting on 1 May 2019 and 1 October 2019.

<sup>5</sup> Yet, pursuant to Art. 2, para. 2 of Act 81/2015 (which is part of the labour law reform commonly referred to as 'Jobs Act'), collective bargaining can set terms of employment and pay addressing 'quasi-subordinate workers' at sectoral level, combining self-employment status with some forms of protection guaranteed in the framework of employment.

There is actually a broad body of evidence that employment contracts are marginally used or not used at all by key enterprises delivering food or goods through platforms.

As already explained in the State of the Art Report, these companies use mainly 'occasional' self-employment contracts or, more rarely, so-called 'quasi-subordinate contracts', both leaving pay setting to individual bargaining. Sometimes, work is even intermediated by the logistics partners of the company concerned, as is the case with Just Eat (Guarascio and Sacchi, 2018; Faioli, 2018)<sup>6</sup>.

*Are work arrangements in line with applicable statutory and collective bargaining provisions?*

*Which are the expected **implications in terms of employment and social security** of gig workers?*

Whereas there is still much confusion over the possible classification of platform delivery workers as 'quasi-subordinate workers'<sup>7</sup>, there is little doubt about the fact that 'occasional self-employment' contracts do not suit the way work is coordinated by platforms.

Indeed, this scheme shall apply to activities implemented sporadically and without any kind of coordination by the client.

The National Institute for Social Security (INPS) has even informally confirmed that the adopted scheme does not match the features of work carried out through food-delivery platforms<sup>8</sup>.

The Ministry of Labour, instead, did not provide any formal guidance on how to classify work performed by platform delivery workers until August 2019. After long negotiations with unions and platforms on the topic, it promoted law provisions establishing a presumption of 'quasi-subordinate' work, while introducing a set of labour and social security rights for self-employed platform delivery workers whose core aspects are not in force yet (Act 101/2019, revised by Act 128/2019).

As concerns remuneration, the adopted contractual schemes are not covered by protective rules at the moment being. The interviewees point to a gradual shift from hourly pay, initially adopted by most platforms, to piece-based pay or mixed systems, matching basic hourly pay with pay based on parameters linked with the number of deliveries and with the distance to be covered. As the calculation is made by algorithms, some interviewees also stated there is a risk that 'hidden parameters' may be applied, for instance lower pay for workers refusing to take orders when on shift.

Having a look at the *Glovo* court case, whose facts date back to 2016, the worker involved received an hourly pay amount of € 7.35, which was increased during

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<sup>6</sup> For further information, cf. also <https://www.justeat.it/informazioni/driver-partner>.

<sup>7</sup> Indeed, case law on the issue provides for the first interpretation of the new meaning of 'quasi-subordinate employment' since the Jobs Act reform. For further details, cf. the State-of-the-Art Report.

<sup>8</sup> The position was stated in the 2018 Annual Report (see INPS, 2018, pp. 118-119). Previous communications by INPS had stressed the absence of functional involvement in business organisation from among the criteria to identify the genuine nature of 'occasional' self-employment contracts (cf. INPS Communication no. 103/2004). For further details on the scheme and on the wider dispute concerning the 'employment vs. self-employment nature' of gig work in Italy, cf. the State of the Art Report.

weekends and public holidays. Bonuses also applied in case more than two deliveries per hour were made.

In job ads screened at the time of writing the report, the company adopts a 'pay-per-delivery' scheme of between € 4 and € 6 per delivery, also based on the distance (in terms of kilometres) covered and on the waiting time at the place where goods are to be picked up<sup>9</sup>.

Deliveroo instead shifted from an hourly pay scheme to a 'pay-per-delivery' scheme, and eventually adopted a 'dynamic fee'. This latter scheme envisages the amount of a minimum amount per delivery (€ 4.10 as of September 2018), which can increase based on the distance covered<sup>10</sup>.

The company also guarantees 'until 31 December 2019' an hourly amount of € 7.50 whenever it fails to provide orders (a circumstance deemed highly unlikely by the worker interviewed).

As to working time, contracts do not set out minimum or maximum standards. What is often claimed by platforms is that, as opposed to usual employment schemes, it is up to the worker to decide when and how much to work, not the platform. Yet, this is only partially true. The possibility to choose working slots is actually influenced by rating and ranking systems.

As Deliveroo puts it (our translation from the Italian Roocommunity website)<sup>11</sup>:



*'Shifts for each following week are available for booking on Mondays starting from 05:00 p.m.*

*It is furthermore possible to obtain priority access on Mondays at 11:00 a.m. and at 03:00 p.m. [...]*

Priority access is available to riders according to two criteria:

- the share of booked shifts that have been actually worked; and
- the number of shifts with higher workload that have been actually worked (Fridays, Saturdays, and Sundays from 08:00 p.m. to 10:00 p.m.).

*Note: you can cancel a booked shift at any time before the shift starts. Shifts cancelled do not affect reliability. Yet, if you cancel a booked shift with less than 24 hours' notice, that day will be considered in the 14 worked days taken into account for statistical purposes.'*

The dedicated section on Deliveroo's website also specifies that riders should log in at least 15 minutes before the beginning of each shift to be considered for the purpose of 'reliability statistics' (i.e. the rating influencing the ability to book shifts). If a rider fails to do so, the shift is not considered in that regard.

The delivery worker interviewed stressed he had the impression of being in a trial phase during the first months of his job, as only few shifts were available.

<sup>9</sup> Cf. <https://www.youtube.com/watch?v=zbww0KeKODI>.

<sup>10</sup> This information was available on the company web-site at the following link, which is no longer accessible: <https://it.roocommunity.com/dynamic-fee-tariffa-minima-totale-mese-settembre/>. Information on the 'dynamic fee' is currently available here: <https://it.roocommunity.com/pay-2/>. Just Eat, too, seems to be moving towards a similar scheme (Stinco, 2019).

<sup>11</sup> Cf. <https://it.roocommunity.com/ssb-domande-frequenti/>.

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*'At the beginning, it's like they are testing you. You have few shifts available to book. I could book about 16 hours a week. I asked for clarifications since I was performing well and I used to book the least comfortable shifts. They used to dismiss me by writing only those were the available slots, and suggesting working in higher-workload slots.*

*After three months, I got more slots. [...] I managed to work also 10-12 hours a day. Now, I can no longer book more than 30 hours a week. I don't know why.'*

Research by Deliveroo suggests delivery workers are employed for an average of 13 hours a week, and receive an average hourly pay amount of € 12 (Sarzana, 2019).

Figures are based on the administrative records of the 6,500 workers delivering food for the company. Yet, few details are available on the methodology, nor is there any information available on income and working-time distribution by workers.

Even fewer data and figures are available from other platforms.

Field interviews with platform delivery workers conducted by the University of Milan suggest instead only 19% of delivery workers are employed for up to 30 hours a week, whereas 27% work between 30 and 39 hours, 25% between 40 and 49 hours, and 29% above 49 hours (Natale, 2019).

Neither interviews nor other evidence highlights pressure by the platforms to increase working time. As pointed out by Riders Union Bologna, in case of labour shortages, the platforms send emails offering bonuses to workers available to log in.

The manager interviewed also stated that platform he works for reject between 10% and 20% of orders during peak periods, as the number of available workers is not sufficient to meet all requests. Having the right amount of workers available during peak hours would mean having too many workers during other slots, reducing the number of per-worker deliveries and, therefore, pay. Yet, this statement is not in line with positions of the interviewees from the trade union side, arguing instead that the target number of workers is structurally higher than the necessary one, damaging workers under piece-based pay schemes.

In terms of protective equipment, companies generally supply some tools on top of the box for the delivery of goods, such as jackets or head helmets for bikers. This equipment is usually provided upon payment of a deposit or of a deposit plus a lump sum.

Disputes on health and safety issues concern especially bike maintenance costs, generally to be borne by the worker<sup>12</sup>, as well as the refusal by companies to suspend the service in case of dangerous meteorological conditions. Indeed, the first strike in Bologna followed the refusal by some platforms to suspend deliveries during a snowfall (Martelloni, 2018).

Some platforms insure workers against accidents at work, as well as against liability for damage to third parties. Yet, UILTrasporti argued that, in case of accident, claims are difficult to make, and the insurance coverage is lower than that available under the public scheme.

<sup>12</sup> Some platforms, such as Just Eat, offer discounts on purchases in partner shops, e.g. a 15% discount on accessories bought in a specific bike shop. Cf. <https://www.foodpony.it/convenzioni/>.

The delivery worker interviewed also pointed out that *'riders who earn a lot, like those working 12 hours a day, take out their own insurance policy'*.

In terms of social security, even when the contracts used by the platforms guarantee some forms of protection (as in the case of 'quasi-subordinate contracts'), the actual coverage may be limited inasmuch as the duration and amount of benefits are widely influenced by pay<sup>13</sup>.

## Assessment of the measure

*What qualitative and quantitative information and data are available on the measure?*

*How does the measure fare in relation to labour and social rights of gig workers?*

In terms of companies adhering to the NCBA under analysis, all interviewees confirmed the NCBA is currently not applied by the target food-delivery platforms.

The interviewee from UILTrasporti stressed that the NCBA is actually applied to new hirings by large logistics players that are already providing their services in urban areas through workers with employment status.

After long negotiations, unions managed to strike two firm-level agreements in a small Florence-based business producing and delivering pizza. Nevertheless, these agreements link the core part of remuneration solely to the time spent in delivering food, measured as a standard (quite short) time (between seven and 20 minutes per delivery, depending on the distance). As a result, the overall remuneration risks being similar to, or lower than that paid by large platforms.

As to the wider debate it triggered, the NCBA obtained more interesting outcomes inasmuch as it represents a reference point in the framework of some disputes concerning platform delivery workers.

The interviewee from Riders Union Bologna maintained that the NCBA was leveraged to demand higher pay:

“*'Frank, the Deliveroo algorithm, computes the number of delivery workers necessary for each shift. Whenever fewer workers are available, it sends an email to all workers, offering a € 1 bonus to all those logging in, a bonus that increases as long as the target number of workers is not met. Sometimes, we "played" with the algorithm, refraining from logging in until the amount offered by Frank was as high as the minimum levels set by the NCBA on logistics. Then, we all logged in. This way we managed to obtain € 3 more per delivery.'*

At the same time, the lawyers defending the Foodora riders in the first-ever trial against delivery platforms in Italy successfully leveraged the NCBA applying to the logistics sector, as a reference for pay setting in relation to delivery workers<sup>14</sup>.

After their claim had been dismissed by the first-instance court, the workers obtained a partial victory. They were eventually classified as 'quasi-subordinate

<sup>13</sup> Please refer also to the 'Description of the platforms' section under the 'Networkers.it' case.

<sup>14</sup> In a case involving a delivery worker and Glovo, and concerning facts dating before the enforce-

workers organised by the client', and, as such, were deemed to be entitled to some forms of protection granted to employees, including those related to pay setting. The case is still ongoing, as the third-instance trial has not yet come to an end.

Last but not least, the recently approved Act 128/2019, while supporting the adoption of quasi subordinate contracts for platform delivery workers, also introduces special provisions for self-employed platform delivery workers. Among others, with effect from November 2020, their pay should be either set by an ad-hoc sectoral agreement or be aligned with minimum rates established by collective agreements covering similar sectors. In this respect, the NCBA covering the Logistics sector could become a key reference.

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ment of the current version of the NCBA under analysis, the lawyers instead referred to the NCBA covering trade and services activities. The court deemed the worker to be self-employed, and thus did not consider whether the NCBA was an appropriate reference.

# CASE 2: Networkers.it

## Description of the measure

What are the **features** of the measure with regard to the protection of gig workers (please refer to all the relevant areas of interest)?

Networkers.it (<https://sindacato-networkers.it/>) is the first online union platform for ICT professionals and employees in the tertiary sector. It is a tool created upon the initiative of UILTuCS, the union representing workers in the tertiary sector affiliated with UIL. The goal is to deal with claims and protection issues (even at individual level) emerging in the new areas of work that are not addressed by trade unions' traditional tools<sup>15</sup>.

Among the tools adopted in this field, Networkers.it has provided – in addition to basic union services – online union consultancy through the Labour Rights Forum (*Forum per i diritti del lavoro*)<sup>16</sup>, the creation of the JobICT.it database aimed at matching labour supply and demand in the reference sector (in cooperation with the National Association of ICT Companies, Assintel), as well as the promotion of a culture of skills both through a specific section on its website, based on the e-Competence Framework (e-CF)<sup>17</sup>, and through the membership in the National Coalition for Digital Competences (*Coalizione nazionale per le competenze digitali*) of the Agency for Digitalisation in Italy (AgID).

More recently, following the increase in the number of riders, Networkers.it has extended its scope of action by broadening its target and the focus of its tools aimed at protecting the rights of gig workers. Below are some of the most relevant initiatives<sup>18</sup>:

- the Union One-Stop Shop for the Rights of Gig-Economy Workers (*Sportello sindacale per i diritti dei lavoratori della gig economy*): this is a one-stop shop offering free-of-charge legal aid, tax advice, and adequate union representation when interacting with companies that own digital platforms; and
- the Observatory on the Gig Economy (*Osservatorio della gig economy*): this observatory, operated on a permanent basis, was established with the goal of providing a concrete response to the resolution entitled 'Towards fair digital work', approved by the Executive Committee of the European Trade Union Confederation (ETUC) during the session held from 8 to 9 June 2016.

Sociodemographic data, the self-definition of each worker (as a freelancer or a gig worker), the features of the platforms used by each worker, working conditions (type of work, frequency of tasks, remuneration, protection, and satisfaction), and expectations in terms of improvement in working conditions are

<sup>15</sup> For further information, cf. the webpage of Networkers.it: <https://sindacato-networkers.it>.

<sup>16</sup> For further information, cf. <https://sindacato-networkers.it/diritti-del-lavoro/>.

<sup>17</sup> This is the common European framework for professional and managerial competences in the ICT sector, which is linked to the European Qualifications Framework (EQF).

<sup>18</sup> For further information, cf. <https://sindacato-networkers.it/sportello-sindacale-per-i-diritti-dei-fattorini-della-gig-economy/>.

collected on a voluntary basis through an online questionnaire.

The activity of Networkers.it has been integrated with the initiatives of the Milan and Lombardy branch of UIL, which, also through conferences, is addressing the issue of platform delivery workers. In particular, the Milan and Lombardy branch of UIL proposes focusing on policies in favour of these workers, including topics such as rights, safety, and training, with a view to ensuring such people can be retrained. Moreover, it considers essential the networking of one-stop shops operated by public institutions and trade unions.

Within the territorial structure, the union – through its department dedicated to young people, and in cooperation with the Networkers.it union – organises meetings with riders in the areas where the latter usually meet, with a view to approaching this group of workers by talking to them, listening to their problems, and providing them with updates on the initiatives implemented by UIL in this field.

## Description of the platforms

*How is **work organised** in the platforms addressed by the measure in the covered areas (e.g. terms of employment contracts, monitoring of the performance, and flexibility)?*

Although the continuous survey<sup>19</sup> carried out through the Observatory on the Gig Economy was based on qualitative information rather than on statistically relevant data, it outlined some interesting elements useful to interpret the trends of platform work. Food-delivery platforms (e.g. Deliveroo, Glovo, Uber Eats, and Just Eat) still play a significant role, and the number of so-called 'crowdworking workers' is on the increase: several work experiences are gained through ClixSense, Rainforest, Neobux, Odesk, and Melascrivi, to mention but a few; moreover, also Italian digital platforms such as Be My Eye and Joebee are found.

In addition to home delivery (which is predominant), working activities include: web development; translation; the implementation of online surveys; graphic design activities; data entry; paid-for display of ads, and online browsing; online search and information comparison; and other micro-tasks typical of crowdworking.

As to working conditions, the interviewees point out what has already emerged from other surveys referred to in this report: the uncertainty linked to the ranking and statistical processing mechanisms; the lack of transparency of the algorithms used by the company; the difficulty in communicating and sharing workers' needs in terms of flexibility; and the implementation of remuneration methods based on competitiveness between workers, which over the years tends to decrease their earnings.

The sample of respondents can be divided based on the degree of satisfaction with the type of work. Such degree is related to the reasons behind looking for a job through online platforms, which include: the lack of other job opportunities; the need to supplement one's own income; or the need for more flexibility. Obviously, also the self-definition as a freelancer or an employee varies in relation to motivational factors.

<sup>19</sup> Available at: <https://sindacato-networkers.it/questionario-gig-economy/>.

Finally, data provided by the observatory in relation to 2019 confirm that, among digital-platform workers, different opinions emerge on the issue of union representation: 43.5% answered that no union representation is possible for this type of work, while 32.6% (up from 25% in 2017) stated that unionism is the main form of organisation that can represent them; finally, 8.7% and 4.3% of respondents (mainly those active as crowdworkers) considered the possibility of being represented, respectively, by voluntary professional associations and by professional associations for which registration is compulsory in order to be allowed to pursue specific careers.

### *Are work arrangements in line with applicable statutory and collective bargaining provisions?*

As outlined by Networkers.it and the surveys carried out through the observatory, the failure to apply a specific NCBA for this type of jobs results in a strong increase in the number of workers providing their services as freelancers (thus applying for a VAT number), under so-called 'coordinated-collaboration contracts' (i.e. work contracts based on specific projects), occasionally, or without any type of contract.

As to the forms of protection that gig-economy workers would like to have, two groups of respondents can be identified: a) those (mainly crowdworkers) who do not call for other rights, or do not know what such rights could mean; and b) those (mainly home-delivery riders) who call for decent pay, insurance against accidents at work, sick pay, and social security contributions.

### *Which are the expected **implications in terms of employment and social security** of gig workers?*

Working without a work contract implies the lack of labour and social security protection, unless legal actions or inspections ascertain the existence of an undeclared employment relationship, thus triggering the initiation of regularisation procedures, as well as the imposition of sanctions.

In spite of the introduction of some forms of formal protection against the client through Act 81/2017 (known as 'Jobs Act of Self-employed Workers'), the other types of work adopted by platforms do not grant the rights typical of employment relationships, unless – following legal action or an inspection – the working relationship is classified as 'bogus self-employment'<sup>20</sup>. As to their social security protection, it is very weak (in the case of freelancers working with their own VAT number or of workers hired on 'coordinated-collaboration contracts') or inexistent (occasional workers)<sup>21</sup>.

Even when social security protection is provided (for instance, pension schemes and maternity leave for freelancers working with their own VAT number and for workers hired on 'coordinated-collaboration contracts', and the unemployment allowance for the latter only), benefits are closely related to the contribu-

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<sup>20</sup> According to recent case law, some forms of protection granted under employment contracts would also apply to some other working arrangements (cf. the case study on the NCBA of the logistics sector).

<sup>21</sup> In line with the evidence provided in the State-of-the-Art Report (in particular on p. 43), it is assumed that 'occasional work' should be understood as meaning 'occasional autonomous work' and not 'occasional employment'. The latter, which is a type of contract introduced in June 2017, is covered by some limited forms of labour law and social security protection, including minimum hourly pay.

tion history and to the duration of paid work. Therefore, an unstable and low income implies short-term and limited social security provisions. The same can be said in relation to the insurance against accidents at work, provided by the National Institution for Insurance against Accidents at Work (*Istituto nazionale per l'assicurazione contro gli infortuni sul lavoro*, Inail): such scheme is closely related to the amount of pay received, and applies only to workers hired on 'coordinated-collaboration contracts'. However, in the event of permanent disability, workers are paid the relevant allowance by Inail for the rest of their life<sup>22</sup>.

## Assessment of the measure

*What qualitative and quantitative information and data are available on the measure?*

Networkers.it can be considered as a successful practice aimed at testing methods to gain better understanding of gig workers' working conditions and of relevant protection measures. To this aim, it has interacted with such workers by adopting an approach that takes into account their reluctance to consider trade unions as organisations representing their needs.

No quantitative information is currently available that allows for the assessment of the impact of this measure, although the presence of Networkers.it in discussions at public and institutional level is stronger and stronger: for instance, it has been recently referred to as a best practice in recent studies by the International Labour Organization (ILO) (Johnston and Land-Kazlauskas, 2018) and by the European Foundation for the Improvement of Living and Working Conditions (Eurofound) (De Stefano and Aloisi, 2018).

*How does the measure fare in relation to labour and social rights of gig workers?*

Assuming that as many social, economic, and institutional actors as possible should be involved, Networkers.it has started to organise meetings in some cities (e.g. Milan and Bologna) in order to identify new forms of integration in relation to gig workers' social security, labour protection, and safety<sup>23</sup>.

In December 2018, Networkers.it developed and disseminated an 'open document' entitled 'Gig economy: A proposal to regulate digital-platform work' (UILTuCS, 2018b). The document builds upon Digital Footprint, an international research project implemented by UNI Europa (Huws, Spencer, Syrdal and Holts, 2017) (which provides some operational information on the phenomenon), as well as on the 'Frankfurt paper on platform-based work' (sometimes referred to as 'Frankfurt Charter')<sup>24</sup> and the 'Manifesto to save the gig economy' (De Stefano, Aloisi and Silberman, 2019). After some discussions with labour law experts, labour lawyers, and digital-platform workers, the document was shared by Networkers.it with the national confederal secretariat of UIL. The document is divided into two parts: the first one concerns on-call work carried out through platforms, whereas the second one deals with crowdworking.

22 Recent provisions introduced by Act 101/2019 and by Act 128/2019 increased formal social security coverage of self-employed platform delivery workers, and strengthened some of their labour rights, including by banning the exclusion from the platform and the reduction of work opportunities for reasons linked with the refusal to accept tasks (see also information provided in the previous case).

23 Cf., e.g., UILTuCS (2018a).

24 Available at: [http://crowdwork-igmetall.de/Frankfurt\\_Paper\\_on\\_Platform\\_Based\\_Work\\_EN.pdf](http://crowdwork-igmetall.de/Frankfurt_Paper_on_Platform_Based_Work_EN.pdf).

The document aims to ensure the forms of protection guaranteed through sector-specific collective bargaining or company-level collective bargaining agreements, starting from the assumption that it is simply necessary to update some aspects of today's collective bargaining. In terms of bargaining, this translates into the commitment, by the most developed platforms, to using full-time and/or part-time employment contracts in relation to the group of workers that covers the most significant share of orders, as well as into a reference to the so-called 'on-call work contracts' to cope with demand peaks. Once again, in the case of employment, reference is made to the national legislation on ICT-based mobile work in order to facilitate remote work. Finally, the document proposes that, through specific agreements with the relevant bilateral bodies, additional services can be provided in relation to supplementary pension schemes, supplementary healthcare insurance, and professional training.

In general, the document identifies the need to adapt the definition of employment, as well as the criteria to be used to assess whether a working relationship shall be regarded as employment (i.e. managerial authority, disciplinary authority, and authority in relation to work organisation, working time, and pay) to the production context of the gig economy. Such adaptation could be effected by considering employment in looser terms in view of the fact that a high degree of autonomy in the performance of the working activity is often required also to employees. Anyway, the employment relationship of gig-economy workers as concerns minimum pay, guaranteed minimum number of working hours, protection of health and safety at work, and protection of privacy and of the working activity shall be regulated through collective bargaining<sup>25</sup>.

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<sup>25</sup> For further information and comparisons, cf. also Leonardi and Di Nunzio (2018) and Faioli (2017).

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# CASE 3: THE BOLOGNA CHARTER

## Description of the measure

*What are the **features** of the measure with regard to the protection of gig workers (please refer to all the relevant areas of interest)?*

In the fall of 2017, following an intense snowfall that made cycling in Bologna particularly dangerous, riders promoted a 'snow strike', the first-ever organised protest to complain about the lack of an insurance scheme for accidents at work. Through this initiative, the municipal authorities were called upon to impose, through a specific order, the suspension of the food-delivery service even on the day following the strike.

Negotiations were therefore started with the most representative trade unions, and continued into the following winter and spring. They were complemented with a number of hearings held within the council committees of the Municipality of Bologna, as well as with some public awareness-raising initiatives. The negotiation round ended on 31 May 2018 with the signing of the Charter of Fundamental Rights of Digital Work in the Urban Context (better known as 'Bologna Charter') by the municipal authorities, CGIL, CISL, UIL and Riders Union Bologna on the workers' side, as well as, on the employers' side, by the Bologna-based Sgnam and Mymenu food-delivery platforms (Municipality of Bologna, 2018a).

The Bologna Charter, the first metropolitan agreement on the gig economy in the EU, can be defined as a trilateral territorial agreement at municipal level, and is aimed at improving the working conditions of digital workers active in the Municipality of Bologna, by adopting minimum standards of protection regardless of the nature (self-employment or employment) of the working relationship.

The rights enshrined in the charter (Municipality of Bologna, 2018b) are:

- right of information in relation to the contractual elements – place of work, nature of the working relationship, start and end dates in case of temporary working arrangements, remuneration, trial period, training rights (if any), insurance coverage, etc.;

- right of information in relation to reputational mechanisms, as well as right to challenge any ratings deemed to be incorrect, and entitlement to 'rating portability' towards other platform-work contexts; and
- rights of protection of the person and of the latter's fundamental assets: right to receive fair and dignified pay not lower than the minimum standards set out by the collective bargaining agreements, as well as to be paid a specific allowance in case of night work or of work carried out during holidays and in unfavourable weather conditions; prohibition of discrimination; right to health and safety, which is ensured by setting out that digital platforms take out an insurance policy that covers workers against the risk of accidents and sickness; right to the protection of the processing of personal data; right to free-of-charge connection, as well as right to disconnect; and freedom of association.

In addition to disseminating the charter and to promoting it among other potential signatories, the municipal authorities have committed themselves to identifying administrative measures to set out rules, discouraging those practices that are in breach of the principles of the charter. In order to verify the effectiveness and implementation of the charter, the Municipality of Bologna has set up a monitoring mechanism involving the contracting parties, to be activated regularly every six months.

## Description of the platforms

*How is **work organised** in the platforms addressed by the measure in the covered areas (e.g. terms of employment contracts, monitoring of the performance, and flexibility)?*

Whereas the main companies in the sector (Foodora, Just Eat, Glovo, and Deliveroo) have not signed the document, formally justifying this choice by referring to the local nature of the initiative, two platforms with a small market share at local level (Sgnam and Mymenu, both owned by Meal Srl) have immediately joined it. A third one, Domino's Pizza, signed the charter in March 2019 (Municipality of Bologna, 2019).

When Sgnam and Mymenu adhered to the charter, they were availing themselves of a total of around 300 riders all over Italy, of whom 130 in Bologna. Recently, the group they belong to has acquired the Milan-based company Bacchette e Forchette, and has progressively expanded the network of riders, reaching a total of 600 people working mainly in northern Italy.

At the moment, the platforms adopt an hourly pay scheme. From 1 January 2019, it shifted from € 7 (after tax) for those who carried out deliveries by bike, and € 8 (after tax) for those who used scooters, to € 7 (after tax) for everyone, plus a flat-rate lump sum of € 0.50 per delivery for bikers, and € 1.50 per delivery for motorbikers. As a matter of fact, the previous pay level is exceeded even with just one hourly delivery.

Domino's Pizza, at the time of joining the charter, was running four pizzerias in Bologna, employing around 80 people, including 50 riders. An additional pizzeria has been opened recently, with the headcount increasing by a further 60 people (including 45 riders).

*Are work arrangements in line with applicable statutory and collective bargaining provisions?*

Regarding the type of contract, Meal Srl goes for occasional self-employed work, and, when the worker reaches the maximum amount of income provided for by law as to this type of working arrangement, the company requires the worker to register as a freelancer (by applying for a VAT number).

This behaviour is justified by the management of Meal Srl in view of the 'dumping' strategies adopted by the other platforms that have not signed the charter. Even in relation to, e.g., the extension of the area in which services are provided, which covers neighbouring Municipalities, Sgnam has agreed with workers' representative organisations upon a more limited delivery distance; however, it is often difficult to comply with such commitment in view of competitors' 'aggressive' behaviour (*'If Deliveroo carries out deliveries outside of the municipal territory, Sgnam must adapt'*).

*Which are the expected **implications in terms of employment and social security** of gig workers?*

Although the type of contract adopted (occasional self-employed work) does not guarantee actual protection with respect to the commitments taken through the charter, on the basis of both the interviews carried out in the framework of the project, and the outcomes of the first monitoring meeting between the signatories of the agreement, the following direct results (UIL Emilia-Romagna, 2018) were identified:

- a slight pay increase, albeit not yet in line with the standards enshrined in the charter;
- insurance coverage (Article 6): in 2017, no platform had taken out an insurance policy for riders; insurance policies (private and with limited ceilings) were introduced gradually over time also by the platforms that had not signed the charter;
- better protection of the processing of personal data (Article 7); and
- the application of the right to hold meetings (Article 9): in general, the riders themselves report a better scenario in relation to the exercise of union rights.

## Assessment of the measure

*What qualitative and quantitative information and data are available on the measure?*

No quantitative data on the impact of the measure are available. As already stated, the charter envisages the convening, twice a year, of a monitoring meeting involving the representatives of the signatory parties. The qualitative information therefore includes: the reports of the meetings; articles in newspapers; and interviews with riders, conducted by the same partners of this project.

*How does the measure fare in relation to labour and social rights of gig workers?*

As specified above, the charter is defined as a trilateral territorial agreement at municipal level. The Bologna-based trade unions that signed the charter did not intend to turn it into a template for a future contractual scheme for riders<sup>26</sup>, as this could have prevented the classification of their working relationship as employment in the framework of the ongoing legal disputes. At the same time, the platforms opposed the qualification, according to the text of the charter, of digital workers as employees.

During the first monitoring meeting, the signatories restated their commitment to extending its application to other food-delivery organisations or to other digital-work areas, in parallel with, and independently of the results of the national-level negotiations (Martelloni, 2018).

In terms of positive impacts, the charter has achieved its primary goal, namely to promote reflection on the digital-work culture in Italy: there have been many feedbacks in this regard on national media and in the framework of national events such as the Trento Festival of Economics. The charter can also be deemed to have promoted similar initiatives by other public administrative authorities, such as the draft law on 'Provisions concerning work carried out through digital platforms', which was submitted to Parliament by the Region of Piedmont in June 2018, as well as the approval, by the Region of Lazio, of Regional Law no. 4/2019 containing 'Norms for the protection and safety of digital workers' (Tassinari and Maccarrone, 2018). Finally, several provisions introduced in November 2019 for self-employed platform delivery workers by Act 128/2019 resemble some articles of the Charter. This is the case of: right to a pay in line with minimum rates set by collective agreements (in the absence of an ad hoc sectoral agreement), the right to a bad weather allowance<sup>27</sup>, statutory insurance against accidents at work and coverage by protective rules on health and safety<sup>28</sup>, processing of personal data in line with Regulation (EU) 2016/679, prohibition of discrimination, and right to have a written contract. The presence of binding provisions might finally trigger an improvement of terms of employment applied by delivery platforms, albeit this is subject to a number of caveats concerning both the interpretation of the new rules, and the ability to enforce them.

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26 Art. 2, para. 2 of Act 81/2015 actually provides for the possibility for the social partners to define, through national-level agreements, specific sets of rules to regulate the so-called 'coordinated and continuous collaboration working arrangements' (also known as 'co.co.co.') in view of specific needs at sectoral level.

27 These two provisions will enter into force starting from November 2020.

28 This provision will enter into force starting from February 2020.

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