

Don't GIG Up, Never!

Country Case Study Report
ITALY



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Sofia Gualandi (Fondazione Giacomo Brodolini)

Matteo Luccisano (Fondazione Giacomo Brodolini)

Ottorino Fulfaro (Unione Italiana Lavoratori)

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INTRODUCTION

This paper is part of a series of **Country Case Study Reports** published in the framework of the of the *Don't GIG up, Never!* Project. The Project, co-funded by the Directorate-General for Employment, Social Affairs and Inclusion of the European Commission, is aimed at improving expertise and knowledge on the role unions and social dialogue can play with regard to the protection of platform workers, building on the knowledge accrued through the *Don't GIG Up!* Project (1st ed. 2018–2020).

Running for 24 months (2021–2023), *Don't GIG Up, Never!* project combines desk and empirical research to analyse features and challenges of the platform economy in a set of selected countries, namely: Italy, Germany, France, Spain, Poland, Estonia and Sweden.

The **first phase** of *Don't GIG Up, Never!* consists of a preliminary desk review aimed at updating the results of the previous project with regard to platform workers' employment and social conditions, the dedicated political debate, the relevant legislative developments, and the trade unions and employers' organisations involvement in the covered countries. Seven **National State of the Art Reports** were published in 2022¹.

The **second phase** of the project consists of empirical qualitative research, in order to construct a number of national case studies for each country involved about labour platforms providing services outside the passenger transport and goods delivery sector, which was the focus of the previous edition of the project (*Don't GIG Up!*).

In the lights of the results of this Country Case Study Reports' series, the comparison of practices, taking place also by means of three mutual-learning workshops joined by project's partners, as well as during webinars open to stakeholders and the general public, shall lead to a comparative assessment on how the platform economy affects working conditions, social security, and industrial relations at both national and EU level, with a view to delivering policy recommendations. A **Final Report** shall collect these results.

¹ Don't GIG up, Never! State of the Art Reports are available here: <http://www.dontgigup.eu/re-sources/>

METHODOLOGY

The present Country Case Study Report, as well as all the other papers of the series, is based on a common methodology agreed and shared in advance with the project's consortium.

In particular, in order to achieve a consistent selection of case studies oriented towards the comparability of results, the selection of case studies was restricted to labour platforms falling into categories 3 and 4 of the table below (Table 1), while labour platforms falling into categories 1 and 2 were analysed in the framework of the *Don't GIG Up!* Project (1st ed. 2018–2020).

Table 1. Classification of labour platforms adopted in the project *Don't GIG up, Never!*

N.	Type of platform	Example
1	Platform matching passenger transport services	Uber, Lift, others.
2	Platforms matching goods delivery services	Deliveroo, Foodora, etc.
3	Platforms matching ' traditional gigs ' (gardening, cleaning, babysitting, etc.) up to ' skilled services ' (marketing, advertising, translating, etc.), possibly also by means of auctions	Task Rabbit, Helping, etc.
4	Platforms externalizing micro-tasks , often performed on web, to a 'crowd' of workers (crowd-work platforms)	Amazon Mechanical Turk, etc.

Each Country Case Study Report contains three or four case studies about digital labour platforms carried out at the national level. Where possible, an effort was made to select at least one type n. 3 (low skilled location-based activities) platform, one type n. 3 (skilled web-based activities) platform, and one type n. 4 (microtasks/crowd-work) platform for each country involved. An abridged version of the common template was used to implement a preliminary screening, in order to select practices deemed to be more interesting for the purposes of the project. The final choice was based as well on partners' assessments, the availability of contacts with platforms' management and workforce, and the feasibility of the case studies.

In particular, each case study was realised by national experts appointed by the project partners. Experts developed their research on the basis of a common **template** (Table 2), containing detailed guidelines for implementation.

Table 2. Template for realising national case studies in the project *Don't GIG up, Never!*

GENERAL INFORMATION
Labour Platform
<i>Full name</i>
Sector
<i>NACE Sector(s) addressed & brief description of the jobs</i>
Ownership
<i>Please, explain if the platform is for-profit or cooperative, and provide brief contextual information on its creation and on its links with transnational companies or with other organizations (e.g. if it is part of a multinational group, if it was founded by platform workers or supported by unions/employers' organisations/ public incentives).</i>
Size
<i>Estimated number of platform workers registered and active on the platform</i>
TERMS OF EMPLOYMENT AND WORKING CONDITIONS
Applicable legislation
<i>Please, explain if contracts with workers apply the country of employment legislation or if they opt for the legislations of other states (e.g. the platform's country of establishment).</i>
Type of relationship between platform and worker
<i>Please, explain which contract(s) is/are used by the platform, providing as well contextual elements on the related consequences in terms of labour rights and social protection. Please, specify also if there is or not a tripartite relation between the platform, the worker and the final client as per the terms of service.</i>
Membership costs for the workers
<i>Please, explain if workers are required to pay a membership fee in order to access the platform, its costs and the associated services.</i>
Assignment of tasks/jobs
<i>Please, explain how tasks/jobs are assigned and the possible role played by rating and ranking systems.</i>
Remuneration policy
<i>Please, explain: if and how the remuneration policy refers to statutory/collectively agreed minimum wages; to what extent is pay defined by the platform or by an algorithm as opposed to decision by the worker or bargaining between the worker and the final client; under which conditions workers can be refused pay by the platform or by the client.</i>
Non-competition clauses
<i>Please, explain if non-competition clauses are in place or if competition on other platforms is de facto discouraged due to the functioning of rating and ranking systems or for other factors.</i>
Intellectual rights
<i>Please, explain if any limitations apply to the intellectual property of contents sold via the platform, and their reuse by the creator (if applicable).</i>
Other terms of employment and working conditions
<i>Please, describe formal terms of employment and actual working conditions concerning: working time, health and safety, monitoring of the worker, (paid) holidays and leaves, liabilities and possible sanctions, termination of the relationship with the worker, training, anti-discrimination policies, and other aspects as relevant.</i>

SUPPORT AND DISPUTES

Platform services to the client

Please, describe the features and effectiveness of the services possibly provided to the clients (e.g. securing them from contractual risks, including reclassification of workers, providing global IT purchasing solutions to the client like tools to deal with contingent work, guaranteeing a new service for free if the delivered work is considered unsatisfactory...).

Platform support services to the workers

Please, describe the features and effectiveness of the support services possibly provided by the platform to the workers other than dispute resolution mechanisms (e.g. to help workers use the platform, get in contact with colleagues or establish working teams, to address disputes with the clients over quality of services or pay, to deal with administrative issues, to access work-related software, to insure workers against accidents or social risks).

Dispute resolution mechanisms

If in place, please describe the scope, the involved parties and the features of Dispute resolution mechanisms as per the terms of service/collective agreement and any evidence on their actual use and efficacy. Please, detect also any existing provisions in the terms of service/contracts limiting access to tribunals in favour of alternative dispute resolution mechanisms.

Evidence on support/activities by social partners targeting platform workers

If in place, please explain actors, goals and achievements of the activities

REFERENCES

Please enlist here sources / contacts mentioned above.

The aim of each case study is to give a brief overview of the platform's business model, the services provided to the costumers and to the workers, the working conditions, as well as the social partners involvement.

With a view to guaranteeing homogeneity and comparability of results, guidelines were shared with regard to sources and references to be used for the completion of the case study templates. In particular, the following categories were designated: official platform websites and platform terms and conditions of service (mandatory); scientific literature (previous research papers, reports, surveys, etc.); online and offline press articles; applicable collective agreements. Partners agreed as well to conduct semi-structured interviews for each case study with the following actors: platform's management and/or human resources staff; platform's workers; social partners involved at platform level. Interviews were conducted by phone or video-conference with the support of common questionnaires. In the framework of the interviews (if conducted), experts proceeded in compliance with EU and national General Data Protection Regulations as well as with partners organisations' internal policies.

The information gathered with the templates was later reviewed and reorganised into the Country Case Study Reports, according to the following common structure: i) Description of the platform; ii) Terms of employment and working conditions; iii) Social partners involvement; iv) Assessment; v) References.

CASE STUDIES

Case Study 1: Digital Work City

Authors: Matteo Luccisano, Sofia Gualandi

Description of the platform

Digital Work City is a 'co-platform', i.e., a digital structure that, while bringing together the demand and supply of individual jobs, also provides all the services and assistance needed to carry out this work. Like a co-robot or a co-AI, Digital Work City is a technological infrastructure that accompanies the working person, providing him or her with all the services he or she needs in real time.

NACE sector(s)²: (J) Information and Communication (62 computer programming, consultancy and related activities; 63 information service activities); (M) Professional, Scientific and Technical Activities (70 activities of head offices, management consultancy activities; 74 other professional, scientific and technical activities).

Type of platform according to the *Don't GIG Up, Never!* classification: 3

The platform is owned and managed by White Libra S.r.l., a startup in the software industry and the web-based commerce. White Libra is aimed mostly at digital professionals, marketing professionals, specialized technicians and also at operational profiles such as designers, providing a space and high-level services to workers to support them.

There are almost 1.000 registered workers on the Digital Work City platform: almost 400 of them were promoted to the member role after assessment; around 40 of them are effectively involved in one or more projects.

Terms of employment and working conditions

The applicable legislation is the Italian labour law.

As for the type of **employment relationship** with the worker, the platform may hire workers with long term contract and short term or freelance contract, according to their preference and type of project they will be involved in. The employer is the company White Libra, which operates together with the workers on the platform. The contracts are mostly subordinate, fixed-term or open-ended, but also more flexible, thus workers are not necessarily in a subordinate status with respect to White Libra.

² [Complete list of all NACE Code \(nacev2.com\)](http://nacev2.com)

Clients of projects on the platform can be legal or natural persons.

There are **not membership costs** for workers.

White Libra developed a recommender who matches project's data (descriptions, goals, costs, duration, etc.) and company's data (budget, contracts, sector, etc.) with user's data (competences, agenda, personal info, portfolio, etc.) for the **assignment of tasks/jobs** on the Digital Work City platform. Match-making is performed also with job posting, search for consultancy and request for data. The final decision for tasks assignment to the workers is performed by a project manager.

Remuneration policy is defined according to contract type. The platform calculates the discrepancy between contract cost and sum of value of workers on single tasks. White Libra will pay a bonus if workers overperform. If workers underperform, White Libra discuss internally a solution to improve the efficiency of worker (e-learning, or a new contract, or new assignments, etc.). Workers are generally satisfied with their salary, which is monthly and on an hourly basis, according to the applicable national collective bargaining agreement. Performance-based bonus included in company-level collective agreements are also envisaged.

There are not **non-competition clauses**, which means that workers can work for other employers.

White Libra only requires workers to protect the **intellectual property** of clients approaching the platform.

Other terms of employment and working conditions:

Rating system to evaluate the quality of work is not foreseen. The clients can confirm the completion of projects or single tasks. White Libra is developing an automatic project management system; at the moment it doesn't track activities but only general information of workers (projects, contracts, applications, etc.).

All workers work remotely (smart working). Workers interviewed expressed satisfaction with the organizational model. Social security is granted thanks to the application of national level and company level collective agreements.

Free training is provided on teleworking techniques, evolution of digital work performance, health and safety at work. A specific termination clause for the executives who don't participate in certain training meeting is provided for in the company level collective agreement.

There are not specific **platform support services to the client**. White Libra offers HR outsourcing services to SMEs and Startups (recruiting, contracting, hr management) and freelance management for large corporations. White Libra also offers a SaaS product (Software as a service) for companies who want to build a digital proprietary ecosystem.

Platform support services to the workers are as follows: for long term employment contract White Libra's management try to simplify the payroll management with automatic sick or holidays leaves and aggregating variables and other types of salaries into one only monthly payment.

There are not specific dispute resolution mechanisms. The worker-platform conflicts are handled involving the relevant project manager who is a platform employee.

Social partners involvement

To Digital Work City workers with subordinate status, White Libra applies the national collective agreement of Tertiary Distribution and Services sector. Moreover, White Libra signed two company level agreements in 2020: the first with trade unions (FILCAMS-CGIL/UILTUCS-UIL) is applicable to workers; the second with an employers' organisation (MANAGERITALIA) is applicable to management.

Assessment

The workers interviewed expressed satisfaction with both the working conditions and modalities and with the pay and protections. The platform's ambition is to become a 'greenfield' for workers by offering flexibility, as well as to support active policies by facilitating the redeployment of workers in event of a company crisis. However, there is the risk that White Libra could be re-classified as a temporary employment agency lacking the authorisations and requirements provided for by law.

References

- Platform website: [Digital Work City – Una città digitale che lavora con te](#)
- Interview with the White Libra CEO, Mr. Nicolò Boggian
- Interview with Trade Union representatives
- Anonymised interview with standard questionnaire with two workers

Case Study 2: Le Cicogne

Author: Sofia Gualandi

Description of the platform

Le Cicogne is a labour platform operating in the care sector to offer and search for **childcare work**, i.e., **babysitting** jobs. The platform allows parents to find and employ a new childcare worker, or to stabilise an already irregularly employed childcare worker. The service is available for families, group of families, and enterprises.

NACE Sector: (T) Activities of Households as Employers (97.0: Activities of households as employers of domestic personnel).

Type of platform according to the *Don't GIG Up, Never!* classification: 3

Since 2019, the labour platform Le Cicogne is 100% owned and managed by Orienta (Benefit Company), which is a temporary employment agency specialised in personnel search and selection, staff leasing, training and outsourcing, and HR consultancy in all industries and sectors. Orienta is based in Italy, and it is part of the Orienta transnational corporate group, which holds more than 60 direct branches in Italy and other companies abroad, i.e., the Orienta Polsk company (with branches in Poland), the Orienta Suisse company and the Orienta Czech company. Orienta has a turnover of around EUR 200 million which, it should be noted, derives from all of the company's activities and not only from the platform Le Cicogne.

Le Cicogne services are available throughout the whole Italian territory, but these are used mainly in big cities, i.e., Rome, Milan, Turin, Bologna, Florence. The platform website declares the registration of more than 120,000 babysitters and nannies, while according to the platform manager interviewed the active workers are around 3.500. On the employers' side, more than 43.000 families are registered on the platform, while data on active employers are not available. According to the interviewee, about 130-150 employment contracts are activated per month. The platform manager reported that the vast majority of the platform's workers are women (estimation: 95%), yet precise statistics are not available as gender is not an obligatory information to be declared by users.

Terms of employment and working conditions

The use of the portal and the application "Le Cicogne" is subject to the full express acceptance of the Terms and Conditions on the site, both by the employer and the worker. Upon acceptance, a contract is concluded between Orienta ("Supplier") and the worker ("User") relating to childcare services ("Service"), as defined and governed in the Terms and Conditions. Likewise, the user of the service ("Parent"), i.e., the potential employer, registers on the platform and accepts the terms and conditions.

The **Italian legislation** as well as the national **collective bargaining agree-**

ment for domestic workers are applicable (see dedicated paragraph below).

Description of the use of the platform and the relationship between worker (User) and employer (Parent):

1. The childcare worker is supposed to fill the following data on her/his profile: name, age, address, photo, experience, skills, and personal description.
2. The Parent publishes a job offer (“Proposal”), indicating the type of service he needs among those offered by the application, the characteristics of his request, the day(s) and time of commencement of the service, and the contact details (email and mobile phone). The Proposal may be “once” or “continuous”. It is also possible to publish a “last-minute” Proposal, to be made in the period between 30 minutes and 24 hours prior to the start time of the service, which may provide for the payment of an *ad hoc* fee. The Parent must specify the number of children and age range for which the Service is requested, as well as the address where the Service is to take place.
3. After the Proposal is published, childcare workers can propose through the portal their own “Application” “, i.e., the proposal in response to a request published by a Parent Account holder. The Parent receives by e-mail profiles of child care workers who applied. Introductory meetings can be organised, if requested and based on the availabilities of both parties.
4. Once the childcare workers have been selected, Parent can decide to enter on the Le Cicogne platform the data necessary for the Supplier (Orienta) to be able to regulate the employment relationship with INPS. In this case, the employment relationship exists between the Parent and the childcare worker, where the Parent will act as a domestic employer and the babysitter as a domestic worker. Alternatively, the Parent can contact the childcare worker independently and organise the working relationship outside the platform. However, in case of fraud, a penalty is foreseen for the Parent, described in detail below.
5. In the case of formalisation of the employment relationship through the platform, at the beginning of the execution of the care service, the childcare worker must check-in through the Application from Le Cicogne Account, specifying the wage rate agreed with the Parent. During the course of the service, the childcare worker will have the opportunity to view the count of working hours and the corresponding remuneration. At the end of the service, the childcare worker must check-out, thus concluding the number of hours worked and the total remuneration.
6. To this total amount the Parent will be charged an additional amount of EUR 2,5 for each hour of work performed by the childcare worker, aimed at covering the costs of the Supplier’s services. This charge will be made through the appropriate payment platform (Stripe).

The **working relationship** is established between Parent and childcare worker, who use the platform as a virtual place for meeting, brokerage and finali-

sation of the working relationship. This is not a system of employment intermediation in the strict sense, however, because the formal employer is not the platform. The **employment contract** can be established for a fixed or indefinite period or possibly even on call; it can be part-time or full-time; it can be cohabiting or not cohabiting.

The **remuneration** is negotiated between employer (Parent) and childcare worker, but it cannot fall below the minimum wages defined by the [Domestic Workers NCBA](#). At [this page](#) the remuneration tables with effect from 1 January 2023 can be accessed.

Working time is subject of negotiation between employer (Parent) and childcare worker, in compliance with the maximums defined in the Domestic Workers NCBA. **Holidays, paid leaves, sick leaves, and maternity benefits** are guaranteed as well within the limits set by the Domestic Workers NCBA.

As for **health and safety at work**, childcare workers fall under the INAIL coverage. According to the testimonies of some workers interviewed, personal protective equipment is not provided by the platform, nor are OSH training courses provided.

Modality of assignment of tasks and jobs is based on the principle of **proximity** and **compatibility**. After the publication of a job offer by a Parent, workers registered on the platform receive an email notification if they are within 20km of the place of service requested by the Parent (this is the only selective criterion for automatic notification sending). Those who receive the notification can decide whether or not to apply on a voluntary basis, either by replying to the email or by ignoring it. Subsequently, the Parent receives responses with the indication of compatibility percentages between the candidates and his advertisement. The calculation of compatibility is operated by the platform, thanks to an **algorithm** that operates a match between hard and soft skills declared by the worker and requirements indicated by the user (e.g., driving license, homework help, language skills, hourly availability, etc.). Sensitive data such as age, nationality, gender, and others, do not fall under the algorithmic calculation. Before the final selection of the person to be hired, the employer has the opportunity to make a “contact request” to meet physically or virtually with the worker.

The platform does not use a **ranking system** when suggesting a worker in reply to a job proposal. Instead, the platform provides a **feedback system** directly on the website, through which the Parent can leave a vote from 1 to 5 and a comment, which however is not a parameter for subsequent scanning.

Non-competition rules are not foreseen. Workers via the Le Cicogne platform can also work through other labour platforms or with employers met in places other than the platform.

Intellectual properties rights are provided. The contents on the Application and on the Portal are intellectual property registered or licensed to the Orienta, and therefore subject to Italian legislation on Copyright. It is strictly forbidden to use, copy, reproduce, transmit, sell, license or, in any case, any use of the contents, by the user (care worker), for purposes other than those prescribed by

Terms and Conditions, in the absence of prior written authorization of Orienta. The content of job offers published through the Application is determined by the Parent and does not correspond to the intellectual property rights of Orienta, nor does it reflect its opinion. Orienta does not exercise any prior control over the content of the job offers but reserves the right to intervene later. In the event of inappropriate content, the Orienta intervene at its sole discretion to remove the Proposal and, where appropriate, also the Parent's Account.

The **services** offered by the platform are as follows:

A) Before the recruitment:

1. To the worker:
 - Profile registration (free of charge).
 - Viewing and receiving job offers (free of charge).
 - Neither a preliminary system of evaluation and verification of profiles by the platform, nor a preliminary interview between candidates and platform HR department is foreseen.
2. To the Parent-Employer:
 - Registration and dissemination of job offers (free of charge).
 - Matching and contact with workers (free of charge).
 - Recruitment (paid by subscription: monthly EUR 60; quarterly EUR 150; half-yearly EUR 240; annual EUR 360; hourly fee EUR 2.50 per hour). See below more details about this service.

B) After the recruitment:

1. To the worker: management of the administrative profiles of the employment contract (previously for free, now paid).
2. To the Parent-Employer (services below are covered by subscription):
 - Regularization to INPS after completing the dedicated form (communication of the data provided by the parties and registration of the employment relationship);
 - Transaction costs by credit card or bank account;
 - Insurance costs;
 - Counting working hours via check-in/check-out service;
 - Administrative management of contract issue, payroll, calculation and issuance of MAV bulletins, Single Certification, variations and termination of contract;
 - Customer support: via chat for registered users, and via telephone for paying users.

Dispute resolution mechanisms is foreseen by Terms and Conditions. The Parent undertakes to use only the Application in relations with the child care worker and must pay the child care worker the fee as displayed by the Application on the basis of the check-in and check-out data entered by the child care worker and the amount of which will be charged to the payment method entered by the Parent in his reserved area on the Portal. The Parent is given the opportunity to dispute a payment through the appropriate function within 24 hours from when the child care worker has checked-out, in the following cases: (1) the child care worker has set an hourly rate different from those agreed;

(2) the child care worker has checked-in or check-out at a different time than agreed; (3) the child care worker has made an unsolicited check-in. By contesting the payment, the childcare worker will not receive any compensation and no amount will be charged to the Parent. Subsequently, the platform supports the parties in resolving the conflict.

If the Parent makes, without using the Application, payments for services rendered by a childcare worker met through the platform, he must pay a **penalty** upon simple request by the Provider, without prejudice to greater damage. The lump sum of EUR 250.00 must be paid by the Parent to the Supplier for each case in which payments in favour of the childcare worker are not made through the Application. The childcare worker must also pay the Supplier the lump sum of EUR 100.00 (one hundred/00) as a penalty.

Social partners involvement

Oriente, i.e., the company owning and managing the Le Cicogne labour platform, is part of **Assolavoro**, National Association of Employment Agencies (employers' organisation).

All employment relationships established through the Le Cicogne platform are subject to the **Domestic Workers NCBA**. The NCBA is concluded between the employers' associations, namely FIDALDO, consisting of ASSINDATCOLF, Nuova Collaborazione, Adlc, Adld, and Domina, and the Italian most representative trade unions Filcams-Cgil, Fisascat-Cisl, Uiltucs-Uil, and Federcolf. The NCBA has been renewed in 2022. The contract identifies 8 grading levels. Personnel dedicated to assisting people, such as workers working through Le Cicogne work platform, shall be graded at the BS level. It should be highlighted that this NCBA has a special feature in the panorama of Italian industrial relations: it is the only one in which minimum wages, if not renegotiated between social partners, are indexed to inflation.

Assessment

Le Cicogne was created to regularize and contract childcare workers, being a sector where undeclared and underpaid work is still widespread in Italy. The aim is to guarantee workers in the sector the minimum wage defined by the Domestic Workers National Collective Bargaining Agreement (Domestic Workers NCBA) and registration with National Social Security Institute (INPS) and National Institute for Accidents at Work Insurance (INAIL).

It should be highlighted that minimum wages in the Domestic Workers NCBA are very low, if compared to other Italian NCBA. However, this NCBA has a special feature in the panorama of Italian industrial relations: it is the only one in which minimum wages, if not renegotiated between social partners, are indexed to inflation.

Finally, it should be noted that, while the working relationship is established between Parent (employer) and childcare worker, the mechanism of the platform is similar to that of labour intermediation, even if the formal employer is not Le Cicogne. It is therefore legitimate to question the reasons for this mech-

anism, which seems to attempt to circumvent the regulations on temporary employment agencies in Italy. It should be highlighted that the intention of the platform is to formalise undeclared work and, as labour intermediation has high costs for private households, as reported by the platform manager, this type of recruitment turns out to be the most convenient for the client user.

References

- Platform website: <https://www.lecicogne.net/>
- Company website: <https://www.orienta.net/it/il-gruppo-orienta.html>
- Platform Terms and Conditions: <https://www.lecicogne.net/termini-e-condizioni/>
- Domestic Workers National Collective Bargaining Agreement
- Interview with Le Cicogne by Orienta Family Care Division Manager, Ms. Francesca Soli
- Anonymised interview with standard questionnaire with three workers

Case Study 3: Doc Servizi

Author: Sofia Gualandi

Description of the platform

Doc Servizi Soc. Coop. is a labour platform operating in the **entertainment sector**, providing artistic services with a focus on music, cinema, theatre and street shows, as well as technical services for concerts, fairs, shows, and congresses.

NACE Code: (R) Arts, Entertainment and Recreation (90 - Creative, arts and entertainment activities).

Type of platform according to the *Don't GIG Up, Never!* classification: 3

Corporate form of Doc Servizi is cooperative. It was funded in 1990 in Verona, Italy, by a group of musicians, to collectively face the challenges of a sector characterised by complex bureaucracy and uncertain working conditions, which make it difficult to obtain labour rights and social protections.

Ownership and organisation of Doc Servizi is still collective and managed by its workers, who are cooperative members and shareholders, hence entrepreneurs, and they democratically participate in business and budgetary decisions. Indeed, according to the Italian Civil Code, a cooperative company is established to manage an enterprise in common, with the principal aim of providing to the worker member (mutualistic purpose) the goods or services for which the cooperative was established. The cornerstones of the cooperative system are the principles of mutuality, solidarity and democracy. Like all cooperatives, Doc Servizi is characterised by the one-head-one-vote principle, i.e., by the fact that each worker member has the right to one vote at the Shareholders' Meeting, regardless of the value of his/her share capital. Cooperatives are governed Art. 2511 to Art. 2548 of the Civil Code.

Nowadays, Doc Servizi brings together thousands of artists and technicians who can devote themselves to their work with the freedom of a freelancer and the protections and benefits of an employee, providing services to private and public clients in Italy. The Rete Doc Network, of which the Doc Servizi Cooperative is part, guarantees to member-workers administrative support, labour and social rights and protections, services and opportunities for the development of self-entrepreneurship, according to a cooperative business model that increases competitiveness by equitably redistributing the wealth generated. The term "platform cooperative" is also used to describe Doc Servizi, which provides worker-members with digital tools to generate work, call to work (as a marketplace) and organize the work of members (as an employer and accountant).

It is estimated that there are more than 85,000 registered worker-members and among 3,000 and 4,000 active worker-member, who have worked through the cooperative within the last 12 months. The cooperative maintains 29 offices throughout Italy with more than 200 employees, as well as one branch in Paris, declaring a corporate asset of EUR 2,461.000.00.

Terms of employment and working conditions

Members of Doc Servizi are defined as “**worker-members**”.

With regard to the **membership costs**, the actual cost of joining Doc Servizi is EUR 30. In addition, worker-members shall pay 7 shares in the co-operative’s share capital totalling EUR 175, which are returnable investments. Doc Servizi services and opportunities are reserved to them only.

In addition to the relationship as a cooperative shareholder, the member is an employee with an individual **employment contract** with Doc Servizi (employer), most of them being on-call or intermittent work contracts³. Doc Servizi applies the country of employment legislation, i.e., the Italian labour law rules, depending on the individual contract concluded. This system makes it possible to turn legal, from an administrative, fiscal and social point of view, services that are otherwise often performed off the books (*lavoro nero*) in the Italian labour market.

Workers remain completely autonomous in the management of their work, as if they were freelance professionals, but they are all employees of the cooperative. Indeed, on the one hand they negotiate directly with the final client issue such as workloads, working time, remuneration and other rights, but the final contract with the customer is stipulated by Doc Servizi.

This also gives rise to many of the guarantees in the field of **labour law, social security and union rights** provided for employment, as described below.

Remuneration policy applied by Doc Servizi refers to the collectively agreed minimum wages under the national collective bargaining agreement “cultural production and entertainment” (cooperative companies), which will be addressed below. Even if the worker is free in the definition of tariffs, which are negotiated with the customer and according to the event, Doc Servizi indicates the minimum thresholds defined in the collective agreement. No algorithms are involved in the remuneration definition. The final net salary enjoyed by the worker corresponds to the general production value of the service, with allowances and reimbursement of expenses, deduction of contributions and taxes, and of the Doc Services management cost-sharing of 14%. With this amount, the cooperative guarantees all its workers-dedicate services. The wage is always guaranteed to the worker, even if the customer delays in fulfilling payment to the cooperative.

In the field of **health and safety**, Doc Servizi guarantees the application of the Italian OSH legislation (Act 81/2008). According to interview respondents, the rate of workplace accidents is low thanks to free OSH training for workers, the provision of personal protective equipment, and the frequent checks by safety officers. In addition, sickness and work-accident benefits are guaranteed.

³ Intermittent contract without obligation to answer the call, governed by Articles 13-18, legislative decree 81/2015: «The intermittent employment contract is the contract, even for a fixed term, through which a worker makes himself/herself available to an employer who can use his work in a discontinuous or intermittent manner according to the needs identified by collective agreements».

As for **working time**, this is defined by the worker in agreement with the customer, varying depending on the type of event. However, Doc Servizi intervenes by offering support to the worker in case of violation of labour legislation on maximum working hours. **Maternity benefits** are guaranteed, as well as **unemployment benefits** for all days not worked, thanks to the use of the intermittent labour contract with no obligation to answer the call, while holidays and leaves are not guaranteed.

About the **modality of assignment of jobs/tasks**, a distinction must be made: in 80% of cases, the worker finds job opportunities independently, through his private channels; in 20% of cases, Doc Servizi contacts or is contacted by clients and provide workers with provide job opportunities. The percentages are justified because most of the members are artists and highly professional figures, therefore not fungible. Instead, there is fungibility among technical professionals for the logistics management of events. However, even in this case the client-worker match does not take place merely through artificial intelligence, as this is integrated by human control: first the algorithm provides indicators on availability, geographical proximity and skills of workers, then the area manager (employee of the cooperative) intervenes by filtering the algorithmic suggestion and activating the client-worker contact. Rating and ranking systems are not in place.

Non-competition clauses are not in force withing Doc Servizi. If the members have entrepreneurial initiatives/projects, they can develop so both inside and outside the cooperative. In addition, one can have an employment contract for another public/private employer and also be a member of Doc Servizi.

As for **intellectual rights**, on the one hand, the moral right of the work belongs to the worker, and on the other hand, the right to exploitation belongs to the cooperative as long as the worker is a member. If and when the member leaves the cooperative, the right to exploit his/her work belongs to him/her free of charge.

Doc Servizi provides for several **support services for workers** in terms of administrative support, labour and social rights and protections, and services and opportunities for the development of self-entrepreneurship.

In the internal regulations of Doc Servizi approved pursuant to Law 142/2001, workers have established their full organizational autonomy in the management of their activities and relations with customers (when, with whom, where to work, for what remuneration, etc.) through a dedicated **IT platform** managed in-house, without prejudice to the principle of respect for collective agreements. Through the platform, the working members cooperate with each other and share with the management every aspect of their associative and productive life in a transparent and real-time way. In addition, all working members have been profiled (hard and soft skills) on the platform. Workers receive support on the use of the platform directly from the staff of the branch with which they are affiliated.

The cooperative guarantees some **ordinary services** to all worker-members at no extra cost, thanks to its internal debt recovery office, legal office, contracts office, HR office, OSH training office, and others.

Particularly interesting is a series of **services for the economic safety of the worker**. After negotiation between worker and client, the cooperative verifies the reliability of the customer, formalizes the contract, and guarantees safety in the workplace. At the beginning of each month, the worker indicates his/her events, customers, dates and amounts. Subsequently, the cooperative uses an internal software to make a balance of the turnover of each artist and, always on a monthly basis, transform the value of the services into a payroll, net of the coverage of general costs (14% as mentioned above), and ensuring the issuance of the invoice and payment.

As for **dispute resolution mechanisms**, conflict between workers and clients are directly managed by branch representatives with the support of the Doc Servizi legal office, if needed, while conflicts between workers and the cooperative are governed by labour and commercial law of cooperatives

In addition to ordinary activities, Doc has provided some **additional services**, implying extra costs, such as Freecom (record label); Doc Live (producer for events and concerts); Flash Future (producer for film and audio-visual); provision of agents/managers; etc.

Social partners involvement

The confrontation with the unions began in 2011 has clearly brought out the peculiarity of the dual nature of the “worker-member” registered in the cooperative: the typical social conflict in the company-worker relationship disappears and trade unions and the cooperative become allies against the abuses of the labour market and illegal or underpaid work. This discussion resulted in two initiatives that have revolutionised the sector. First, we refer to the “Decree on stages and fairs” of 22 July 2014 specific to entertainment sites. Secondly, Doc Servizi has collaborated in drafting the first national collective bargaining agreement (NCBA) “cultural production and entertainment (cooperative companies)” signed in 2014 by Cgil, Cisl and Uil and Agci, Confcooperative and Legacoop, which regulates the work of both artists and technicians or administrators hired in cooperatives or social enterprises in the culture and entertainment sector. Later, in 2020, during the renewal of the NCBA, the use of the intermittent employment contract mentioned above was envisaged for all professional figures in the cultural and creative sector, as well as the agile working. Numerous second-level collective agreements are also in place at company level.

Assessment

Doc Servizi is a virtuous example of a cooperative and labour platform for artists and technicians, which applies a collective agreement strongly advocated by the cooperative itself.

Doc Servizi was created to regularize and contract artistic workers, being a sector where undeclared and underpaid work is still widespread in Italy. The aim is to guarantee workers in the sector the minimum wage defined by the NCBA and registration with National Social Security Institute (INPS) and National Institute for Accidents at Work Insurance (INAIL).

Terms and Conditions of service are not foreseen by the platform, which regulates its employment relationship with the member-worker via the following sources: NCBA, individual labour contract, internal regulation.

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- Agreement for renewal of the NCBA, 19 February 2020
- Interview with the Head of Research, Institutional Communication and International Relations of Doc Servizi, Ms. Francesca Martinelli
- Interview with the Chairman of the Board of Directors and Legal Representative of Doc Servizi, Mr. Demetrio Chiappa
- Anonymised phone calls with standard questionnaire with two workers

Case Study 4: Go Pillar

Authors: Sofia Gualandi, Ottorino Fulfaro

Description of the platform

GoPillar.com (hereinafter GoPillar) is a platform designed to provide services to people who are interested in evaluating and promoting design ideas based on the latest **architectural design** trends and styles.

NACE sector: (M) Professional, Scientific and Technical Activities (71 Architectural and engineering activities; 74.1 Specialised design activities)

Type of platform according to the *Don't GIG Up, Never!* classification: 3.

GoPillar is owned and managed by the company CoContest Italy Srl (hereinafter CoContest), an Italian for-profit company based in Rome. CoContest is part of a transnational group based in San Francisco (USA), founded in 2012 by Filippo Schiano di Pepe and Alessandro Rossi. The capital increase took place through private investments⁴.

About 16.600 people are registered on GoPillar, 65% of whom are women and 35% men. About 2.500 people are active (criterion: registered persons with at least one application to a contest in the last 12 months). The tracking of active users takes place through the CoPoints (credits released after participation in each contest). According to the CEO, there are 6 employees of the platform on a permanent basis. In addition, there are self-employed and co.co.co. consultants.

Terms of employment and working conditions

The "Terms and Conditions" signed by users and GoPillar are governed by Italian law.

There is no employment relationship neither between the platform and the worker, nor between the worker and people posting contests on the platform. To use the platform, however, users must accept the terms and conditions.

Assignment of tasks/jobs is done through a **contest** in which the customer sets the total prize by establishing specific requirements to participate. The Contest can last from a minimum of 7 days to a maximum of 180 days. Within 30 days after the end of the Contest, the client will have to evaluate the designers who replied to the contest and confirm the final ranking of the top five - there can be no equal merit.

There is no remuneration policy in strict terms. The premium consists of a **premium share** that goes to workers (75%) and a **GoPillar share** that is retained by the platform (25%). The premium share is distributed to the workers submitting project ideas selected by the Customer auctioneer of the contest,

⁴ Among the main investors of Gopillar is Tim Draper, who has invested in SpaceX, Tesla, Skype, Box, among others.

as follows:

1. 60% will be attributed to the first classified worker;
2. 20% to the second classified;
3. 10% to the third classified;
4. 5% to the fourth classified;
5. 5% to the fifth classified.

The amount of the prize is defined according to three factors: a) Category or type of work; b) Project size (Large, Medium or Small); c) Quantity of requirements (when defining the contest, the customer chooses which and how many boards the project must be composed of, with respect to which the prize is directly proportional).

As for **non-competition clauses**, users remain free to negotiate, establish any relationships and/or professional employment between them without any limit with respect to the object of the same. These relationships will in any case be managed independently by the Users who implement them, without GoPillar being called to answer for any reason. However, it is possible to make exclusive contests that in fact limit competition within the Go Pillar platform.

Regarding **Intellectual rights**, the contents available on the platform are the exclusive property of the platform or alternatively licensed, according to Italian law. The projects of the workers (designers, architects) are the exclusive property of the creator of the project. However, they are temporarily granted to the platform by the owner for the limited duration of the contest. In case of violation of the rules relating to intellectual property or claim of a third of the authorship of a particular project, the designer is directly responsible for this and can be contacted by e-mail.

As for other terms of employment and working conditions, since there is no employment contract, there is no working time to be respected, nor paid holidays or leave. However, there are deadlines or behaviours to be respected under penalty of disqualification of the contest.

Platform workers sign up for free, with **no membership costs**. However, if they want to have extra services such as access to training courses, or access to software, databases, and 3D files, or no limits on access to contests, they can pay a monthly **subscription** of EUR 12 or an annual subscription of EUR 90. Those who have a **premium account** can benefit from some training courses and refreshers. In general, those who have a premium account have an advantage because they have additional information that may be important for the purposes of the contest, such as the location of the building subject to the competition.

The competitions are **anonymous** so we can say that in this sense there is an **anti-discrimination policy**. The possibility of winning the contest is based solely on the merit or in any case on the unquestionable judgment of the customer.

Platform support services to the client are quite developed. The client is refunded the entire fee he has paid in case of projects that do not exceed the

minimum of 5 applications (money back policy). However, if you do not comply with the policies or terms and conditions you will not be refunded (e.g., do not respond within 48 hours to designers' questions). All goods and services available on the Portal can be purchased through vouchers called **"CoCredit"**, obtainable at the price of EUR 1 per single CoCredit (or other exchange rate indicated from time to time), through the GoPillar store on the Portal.

Platform support services to the workers is not provided. Designers, in order to mutually monitor compliance with the "rules of the game", can spend time updating the **Report Abuse** or a mutual control tool to check if there is someone who makes unfair competition by violating some T&C provisions. Designers are not paid for this activity.

In the event that workers violate the anonymity in the contest or does not comply with the requirements of the design contest, or appropriate a third-party project, he/she disqualified from the contest. For disputes relating to the violation of the terms and conditions the competent court is that of Rome. No internal **dispute resolution mechanisms** are provided.

Social partners involvement

In 2015 the National Council of Architects, Planners, Landscapers and Conservators (CNAPPC) filed a complaint with the Antitrust Authority against CoContest for unfair commercial practices, following an advertisement that denigrated the professional category as "slow" and "expensive". In addition, the platform has been accused of unfair competition because it offers "project ideas" at no cost by passing them off as final projects, while for some tasks a specific authorization is required in Italy, which only CNAPPC registered professionals can do. For this reason, according to the CNAPPC, this would deceive the customer who will still have to contact a qualified professional to obtain authorization. The Antitrust Authority did not fine CoContest.

Assessment

The lack of any formalisation of the working relationship between platform operators, platform and platform clients should be emphasised. Since there is no employment contract, users do not enjoy any protection from a labour, social security and welfare point of view. Moreover, although the platform provides for an economic distribution system, it should be noted that designers who do not win the contest, i.e., the users majority, work on projects without any remuneration.

References

- Platform website: <https://gopillar.com/it/terms-conditions/>
- Interview with the CEO, Mr. Alessandro Rossi
- Anonymised interview with standard questionnaire with one worker
- <https://www.ordinearchitettiagrigento.it/consiglio-nazionale-architetti-ppc-denunciato-il-cocontest/>

Case Study 5: Be My Eye

Authors: Sofia Gualandi, Ottorino Fulfaro

Description of the platform

BeMyEye is a **crowd-work labour platform** externalising **micro-tasks**. The platform provides a free downloadable mobile phone application, through which registered users are assigned short missions (e.g., taking photographs, answering questions, etc.) to be performed in commercial shops or online, in exchange for small amounts of money. These activities are aimed at collecting data that BeMyEye sells to client brands (such as Nestlé, Samsung or L'Oréal), providing them with information on how their products are displayed in stores.

NACE Sector: (J) Information and Communication (63.12 - Web portals)

Type of platform according to the *Don't GIG Up, Never!* classification: 4

BeMyEye Holdings Ltd O BME is a company incorporated and operating under the laws of England and Wales with its registered office in the UK. The company provides its customers with a data collection service from the points of sale and from the territory that is carried out in "crowdsourcing" mode. The Italian subsidiary is the BMY Italy SRL based in Milan. Other locations are located in Manchester, Paris, Moscow, and Frankfurt.

In the world (EU, US, Russia) there are more than 3 million registered accounts. In the last 12 months in Italy there are over half a million accounts. Of these, only 50,000 accounts are active.

Terms of employment and working conditions

The Italian legislation is applicable.

The structure of the data collection activity is composed of 3 "crowds" of users of the app:

1. Eyes: they perform the microtasks
2. Eyes approvers: they control the work of the Eyes
3. Eyes annotators: they carry out functional online operations to "educate" the artificial intelligence

Type of relationship with the worker: the platform, the worker (Eye) and the client act in full autonomy and independence. The terms and conditions provisions do not give rise to any employment relationship between them. Membership costs for the workers are not foreseen. The work carried out is Occasional Autonomous Work performed by the Eye personally and on a voluntary basis, in full operational autonomy and with its own means, in the absence of a professionally organized activity, without constraints of subordination and coordination.

Assignment of tasks/jobs: Each Eye can preview the missions on the app, as well as the compensation, the time needed to complete it and the description of what he has to do and can book it before someone else does. After having performed the microtask, the Eye shall click on the “finish” button on the app. Only after the validation team confirms the required quality standard for the mission will payment be received via the Mangopay system. There are some tasks that can only be performed by those who have high scores totalled thanks to the positive task history.

Workers are paid and exclusively after serving a mission. For this reason, the **remuneration system** is equivalent to pure **piecework**. There is no minimum/hourly wage that is independent of having served a mission. The parameters for remuneration are: (a) The time taken to serve the mission; (b) Place (if the task is done physically, it is paid more than online); (c) Mission history (a kind of reputation on the reliability of the worker); (d) Number of active Eyes in the area (if the number of EYES is high, the pay is reduced).

Labour rights, trade union rights, and social security rights are not guaranteed.

Regarding the ranking mechanism, the platform ensures the workers to earn experience points accumulated as running missions, allowing workers (Eyes) to climbing levels. The higher the level, the greater the advantages, for example: being able to book several missions at the same time or having more time available to carry out missions.

There appear to be no **non-competition** clauses. The worker is free to work at other digital platforms.

The **intellectual and industrial property rights** relating to the Application and to any of its functions or characteristics are and remain the property of BME. BME grants the Eye a free, temporary and revocable license at any time, non-exclusive, personal and non-transferable for the use of the Application and all related functions. The Eye is expressly prohibited from copying, modifying, creating derivative works or works derived from or based on the content of the Application and all related functions.

Data collection and processing is the main service provided by the platform to the clients (External Customer). The missions' content may be contested by BeMyEye or by the External Customer within 30 days from the date of its submission through the Application or the Site. However, the platform is excluded from any dispute that may arise between the client of the platform and the Eye. No dispute resolution mechanisms are provided.

There has never been contact with any trade union or professional association.

Assessment

The absence of any employment contract, the use of piecework payment, and the unilateral possibility of not remunerating the platform user in the event of a negative evaluation by the client are to be highlighted under a labour law lens.

References

- Platform website: <https://bemyeye.com/eyes-terms-it/>
- Interview with the BeMyEye CEO, Mr. Luca Pagano



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