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Country Report Poland

Why Have No Collective Agreements Emerged? The Specifics of Poland's Platform Labour Market

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11.09.2025

Despite recruitment challenges, we managed to retrieve 7 datasets from 4 platforms

Summary of the research activities in Poland

Research activity	Participants
Data recovery workshops	14 one-on-one online meetings, predominantly with couriers (13) and a driver (1)
Sense-making workshop + Focus group with couriers	3 couriers
Focus group with drivers	3 drivers
Focus group with trade unions	3 trade unionists/activists

Data Summary
Application Information
Data from platforms



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NOTE: Platforms are required to respond to your inquiry within 30 days.

If they do not do this, you have the right to file a complaint with the Office for Personal Data Protection [here](#)

How to apply for data to platforms?

Uber

Uber offers the ability to view your data in the search engine and download it to your disk. You can download your data after logging into your account at [this link](#).

When the data is ready to download, you will receive an email or text message.

The second way is to submit the form found at [this link](#).

In the "Provide additional information about the reason for contacting Uber" box, you can paste the following content:

Copy message

View message content

[Analyze your Uber data](#)

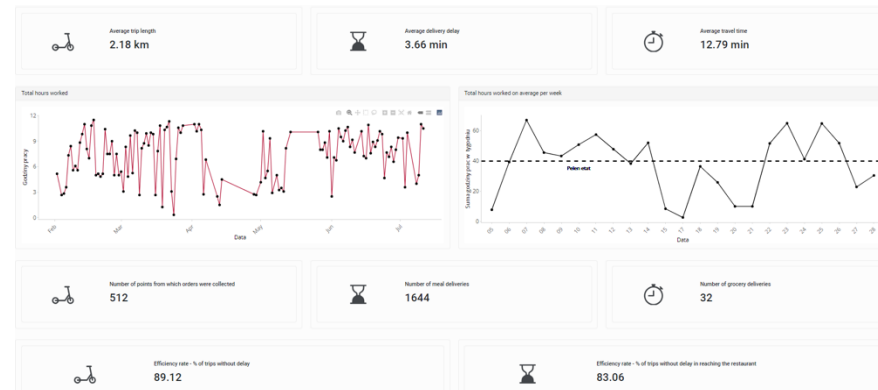
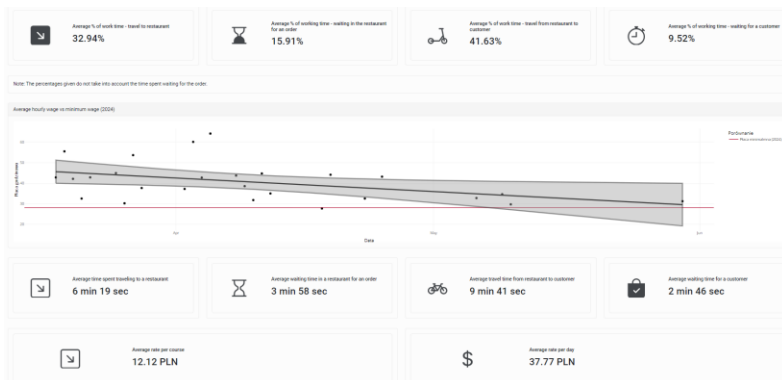
BOLT

A form to download data is available [here](#).

The request description can only contain 255 characters. The content can be as follows:

"I hereby submit a request for access to my data in accordance with the GDPR. Please provide a copy of all stored/processed data in csv format with a clear description of all variables."

[Analyze your Bolt data](#)



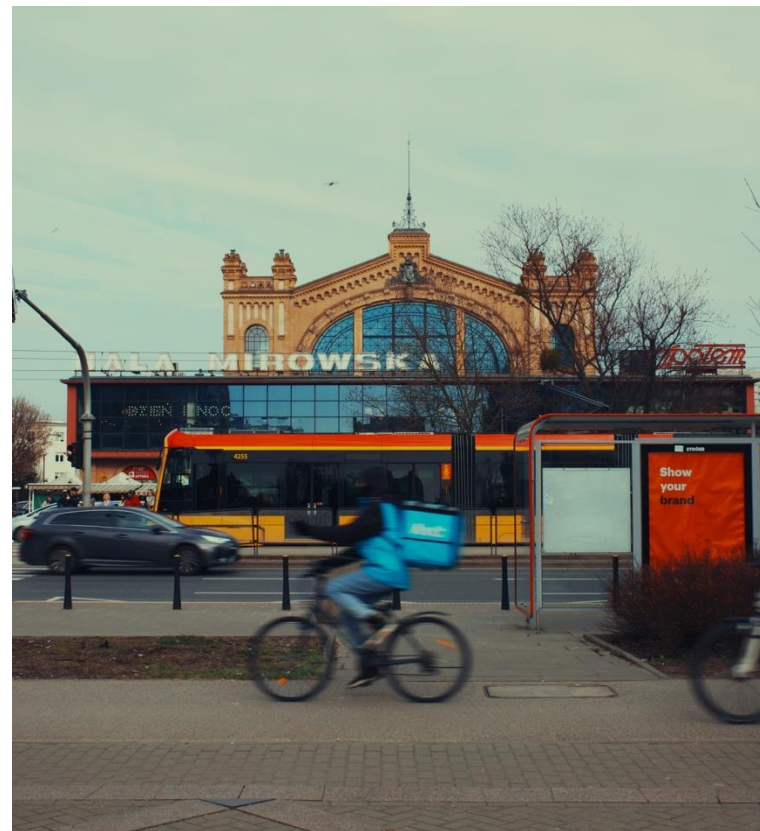
The Polish platform economy grew fast after Uber's entry

Uber arrived in 2014 → rapid expansion of ride-hailing and delivery.

Two main sectors: ride-hailing (Uber, Bolt, FreeNow) and food delivery (Glovo, Wolt, JustEat/Takeaway/Pyszne.pl),

- Cleaning/care platforms exist, but are minor

Workforce dominated by migrants and young people



Source: Anton Poliakov, free to use under the Unsplash License

Workers are locked into non-standard contracts

2016 Regulation

- Only registered businesses can cooperate with platforms
- This paved the way for intermediaries

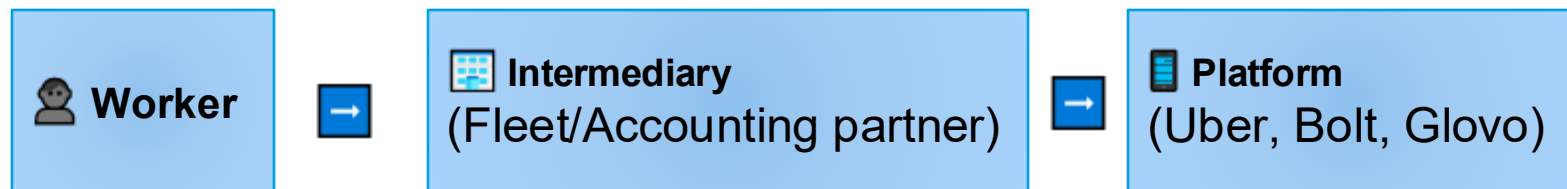
Focus of Regulation

- Measures aimed at competition & consumer safety (Lex Uber, driving licence requirements)
- Discussion about the employment model mostly absent

Civil Law Contracts Dominate

- Task-based contracts, B2B self-employment
- Not regulated by the Labour Code
- A set of non-standard contracts, incl. a rental contract, became the norm

Intermediaries became the core of the Polish model



Entity layering

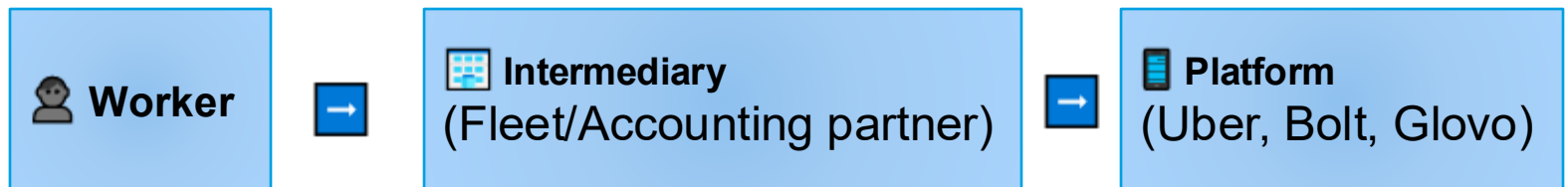
Legal distancing

Risk shifting

Data asymmetry

Diffuse accountability

Intermediaries became the core of the Polish model



Entity layering

Legal distancing



Risk shifting

Data asymmetry

Diffuse accountability

Weak social dialogue makes unionising platforms harder



Low coverage

Collective bargaining among the lowest in the EU (<15%)



Low density

~12%, concentrated in state-owned firms or public sector; absent in new service sectors



Weak institutionalisation

Fragile tripartite dialogue



Company-level focus

Few sectoral agreements; fragmented at enterprise level

Why collective agreements have not emerged in Poland's platform economy



Legal misalignment

- Most workers on civil law contracts or self-employed.
- Unions' authority over non-employees is very limited.
- Easier to secure informal deals than formal collective agreements.



Fleet partner system as structural barrier

- Platforms outsource to intermediaries.
- Unions would be forced to negotiate with powerless partners.
- Platforms stay outside formal bargaining - retaliation risk



In Poland, weak labour law protections + fleet partner model + weak social dialogue create a structural deadlock for collective agreements.



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Country case - Spain

Empowering collective bargaining in the
platform economy with data and algorithms

María Luz Rodríguez Fernández,
Jesús Cruces Aguilera,
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Warsaw, 11th of September, 2025

A model for governing platform economy

- One of the **first** countries to resolve the debate: employees or self-employed
- Involving traditional **trade unions**, labour inspectorate with complains in the courts. Glovo case (2020): platform workers should be classified as employees.
- **Rider Law (2021)**: regulation of platform workers as employees
- It is result of **social dialogue** between main trade unions and employers' associations
- Legal presumption of **employment contract** between platforms companies and workers (classification assumed by the majority of the actors)

Collective bargaining: main elements

- **Spanish CB model:** most representative actors, *erga omnes* clause, up to 90% of coverage.
- **Social actors** are the main promoters of CB in the platform economy (CCOO, UGT / CEOE)
- A more **traditional** model of CB was developed in the ride-hailing sector, but more **innovative** in the delivery (including topics such as worker data or algorithm management)
- **Ride-Hailing:** CB does not directly involve platforms, but intermediaries' companies
- **Collective agreements:**
 - Ride-Hailing: company agreements (Grupo Vector, Ares Capital and Moove Cars; 1.2 thousand workers) / and four provincial sectoral agreements (Total: 20.3 thousands of workers).
 - Food delivery: company agreement (Just eat: 2 thousands).

Collective bargaining: actors and strategies

- All actors of the analysed sectors were in the path to collective CB model, except Glovo (“the elephant in the room”).
- CB as the ideal way to regulate work: trade unions (CCOO, UGT), business associations (CEOE) and digital business association (Adigital).
- Discrepancies: where bargaining should take place.
 - Platform workers should be included in the collective sector agreements (CCOO) vs. other levels-scopes (UGT, CEOE, companies, etc.)
- Waiting for Platform Work Directive transposition: social dialogue and CB implications

Collective bargaining: contents and implementation

- Sector differences:
 - Ride-hailing sector mainly focused on traditional contents (wages, working time, etc.), except some cases (definition of app-drivers, timing, etc.)
 - Delivery: detailed content on the regulation of personal data, transparency in the use of algorithms
- Social actors agree that the CB should incorporate more issues related to the platform economy, as it has the capacity to innovate.
- Difficulties of implementation:
 - Context (inflation), training of negotiators, opening of new bargaining process

Innovative contents on CB



Just Eat (2021)

- Definition of the effective working time
- Establishment of time slots
- Weekly rest period of 2 days uninterrupted
- Base wage & supplement for night work (and tips)
- Training for workers (road safety, first aid, correct use of equipment, etc.)
- Digital rights of workers
 - Digital disconnection
 - Right to privacy in the use of company-owned digital services, regarding the use of video surveillance and sound recording, geolocation system, etc.
 - Data protection and transparency in the use of algorithms and artificial intelligence (AI)
 - Company must inform workers representatives about the use of algorithms and AI for decision making affecting working conditions
 - a) Providing information on the parameters, data and programming rules
 - b) Ensuring that human is oversight in the decision making (discrimination, human violations of fundamental rights)
 - “**Algorithm committee**”: bipartite body in which all information related to algorithm and AI is managed
 - **Second Just Eat Agreement (2025)**: improvement of previous contents & sectoral perspective

Requesting data: overview

Delivery

- Data recovery/sense making workshops (20 participants)
- 8 datasets (5-Glovo, 3-JustEat)
- Two waves: 1st workers; 2nd researchers.

Ride-hailing

- Data recovery/sense making workshops (9 participants)
- One response (without dataset)
- Public request (via social media): drivers.
- Results: 6 workers are interested.

Difficulties

- Workers' side: Fear of workers' participation (individual approach); Non-homogeneous request channels; Workers' knowledge and time
- Companies: Obstacles to the exercise of rights: not accustomed to requests, lack of knowledge of the research, non-existence of industrial relations, anti-union policy, etc.

Company: responses & data

Responses:

With different degree of detail, information is provided on:

- Reasons or purposes for data recording
- Types and categories of personal data
- Information on the processing
- Storage and retention
- **Algorithmic management**
- Information on rights
- Documentation
- Data (submission)

Type of data: uneven

- **Ride-hailing:** only personal data (ID card, driving license or residence permit) attached to the labor contract;
- **Food delivery:** differences between companies

Glovo: information personal data and data relating to deliveries, but:

- Insufficient and incomplete
- Not all variables (payment, travel, etc.) are provided
- Duplicate data
- Not accessible (in pdf format)

JustEat: detail information, provided in a structured way.

- Data on payments, travel, contractual variables, etc.
- Provided in .csv files.

Data & variables (1)

Plataform / Company	Glovo	Just EAT	Servicar	Moove Cars
Employment Status	employee/ self employed	employee	employee	Employee
Personal & contractual information				
Name, contact details, Birth date, social security number.	yes	yes	yes	yes
Copies of official documents	yes	yes	yes	no
Working time				
Shift details (start and end time)	no	yes	no	no
Records of pauses	no	yes	no	no
Delivery / driver data				
Timestamp for order creation	yes	yes	no	no
Status delivered/cancel	yes	yes	no	no
Timestamp for delivery accepted	no	yes	no	no
Longitude & latitude for delivery accepted	no	no	no	no
Timestamp for pick-up	no	yes	no	no
Longitude & latitude for pick up	no	yes	no	no
Timestamp for delivery	no	yes	no	no
Longitude & latitude for delivery	yes (just address)	yes	no	no
Trip distance from accepted to pick up	no	yes	no	no
Trip distance from pick up to delivery	no	yes	no	no
Payment details				
Monthly salary	no	Hourly salary by contract	no	no
Purchase cost of the trip / delivery	yes	no	no	no

Data & variables (2)

Platform / Company	Glovo	Just Eat	Servicar	Moove Cars
GPS Data				
Latitude & Longitude for accepted, Pick up, delivered trips	no	Pick up - Delivery	no	no
Detailed location data (real-time)	no	no	no	no
Location data outside of work hours	no	no	no	no
Performance data				
Acceptance ratio	no	no	no	no
Delivery delivered/cancelled status	yes	yes	no	no
Use ratio (deliveries/trips completed per hour)	no	no	no	no
Absences / no-shows	no	yes	no	no
Driving break events	no	yes	no	no
Customer rating	no	no	no	no
Worker sanctions	no	yes	no	no
Internal rating score (ranking)	no	no	no	no
Communication data				
Communication with the platform	no	no	no	no
Communication with customers	no	no	no	no
App data				
App usage data	no	yes (log in - log out)	no	no

Data & variables (3)

Other provided data (Just-Eat):

- **Personal data:** Contract type, recruitment date, minimum/maximum working hours per contract;
- **Working hours:** shift duration, absences/onboarding, success shift, paid shift, paid sick shift;
- **Deliveries:** Type of delivery (food/grocery), alcohol/non alcoholic drinks, nr soft assigned courier*, nr manual assignment event*, soft estimated pickup datetime*, on time pick up arrival vs post purchase on time delivery arrival*.

* Possible performance variables (**not defined**).

Enforcing the exercise of rights

- Qualitative research have showed **a different level of understanding** by workers on data and its management
- Workers are aware on how collected data and variables in their work performance, but less in the planning and evaluation of their work
- It reveals **information asymmetry** inherent in the algorithm management
- It shows a **disconnection** of two spheres (CB and data regulation and workers' demands)
- It is necessary to break it by **strengthening transparency mechanisms** and **providing** resources and training to **social actors** to enforce the rights negotiated in collective bargaining.
- GDPower method is **valuable** example in this direction



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GDPOWER - comparative results

María Luz Rodríguez Fernández, UCLM

Leonard Geyer, European Centre for Social
Welfare Policy and Research

Warsaw, 11/09/2025

Disparity in how platform work is regulated/operated across countries

There is significant disparity regarding how platform work is regulated across countries of the European Union. Once the PWD is transposed into national law, this will change, given that all Member States will be required to incorporate the presumption of an employment contract between platforms and workers into their legal systems. However, at present, the most defining feature of the five countries studied in the GDPowerR Project is their disparity or the difference in how they address the classification of platform workers .

Poland serves as an example of the legislative inaction; Austria represents an example of the use of a third legal figure to classify platform workers; Spain and Belgium are examples of establishing the presumption of the existence of an employment contract between workers and platforms, although with different scopes in each country; and finally, France exemplifies the extension of employee rights to platform workers classified as self-employed.

It is important to highlight the presence of intermediary companies in three countries. In both the delivery and ride-hailing sectors in Poland and in the ride-hailing sector in both Austria and Spain, platforms do not directly hire workers. Instead, workers are hired by intermediary delivery or passenger transport companies – typically as employees – to provide delivery or transport services through the platforms.

Scarce and fragmented data on platforms

Platforms are practically the same ones across all five countries included in the GDPowerR Project.

In the delivery platform sector, Just Eat is the only company operating in all five countries, either under its own brand or under the brand of one of the delivery platforms it has acquired (Pyszne.pl in Poland and Lieferando in Austria).

In the ride-hailing platform sector, Uber operates in all five GDPowerR countries, although in different ways. This company uses intermediary firms to hire workers in Poland, Austria and Spain, while in Belgium and France, it hires workers directly, who are mostly self-employed.

Beyond the information described, little additional data is available, and there is no definitive knowledge about the number of workers employed by each platform in each country or about how those workers are classified. Greater transparency is needed from platforms: provisions on this in the PWD.

Conclusions on collective bargaining models

i) Social media has played a decisive role in mobilising platform workers and raising awareness of their working conditions.

ii) In most of the countries covered by the GDPower research, collectives or groups of workers and activists have been created which, without being “colonised” by traditional trade unions, are supported by or close to them.

iii) Except in Belgium, the emergence of collective bargaining on platforms is consistent with the industrial relations model and collective bargaining system in the country concerned. Poland is an example of how a weak collective bargaining model is not the best context for collective bargaining to emerge on platforms. On the opposite side are Austria and Spain, where it is evident that, in a stable collective bargaining model, collective bargaining can flourish better in the platform economy. France is also an example of this, but in this case, the French legislator has preferred that, in the case of delivery and ride-hailing platform workers, the traditional collective bargaining system should not apply, but rather a new system implemented to cover collective bargaining for self-employed workers. In this sense, it cannot be said that collective bargaining for platform workers in France is inconsistent with the model desired by its legislators. The only country that deviates from this pattern is Belgium, which, despite having all the structural components for collective bargaining to emerge on platforms, has not been able to do so, at least for the time being.

Summary of collective agreements on delivery and ride-hailing platforms

In two of the five countries included in the GDPower project, there are no collective agreements for delivery and ride-hailing platforms (Belgium and Poland). In two others, there are collective agreements for delivery and ride-hailing platforms that apply only to dependent workers (Austria and Spain), and in one, there are collective agreements that apply only to self-employed workers on delivery and ride-hailing platforms .

In Belgium there are no collective agreements on platforms, but there has been an experience of collective bargaining between the UBT-FGTB trade union and Uber, which has resulted in a memorandum of understanding in which both parties commit to working together to improve the working conditions of drivers on this platform.

In Poland, the country's platform workers' unions consider public pressure on platforms to be more effective than collective bargaining.

Austria and Spain have in common the way in which collective bargaining is carried out on ride-hailing platforms. In both countries, the platforms do not hire workers directly, but through intermediary companies. This means that collective bargaining, which in both countries is sectoral, is not strictly speaking collective bargaining for platforms, but rather traditional collective bargaining for passenger transport companies.

Main collective agreements/accords for delivery and ride-hailing platform workers in the countries included in GDPower

Austria	<ul style="list-style-type: none"> ▪ Kollektivvertrag Beförderungsgewerbe und Taxi ▪ Kollektivvertrag Fahrradboten
España	<ul style="list-style-type: none"> ▪ I Convenio Colectivo de ámbito autonómico de Andalucía del Sector de Transporte de Pasajeros en Vehículo de Turismo mediante Arrendamiento con Licencia VTC ▪ Acuerdo colectivo de Just Eat de 17 de diciembre de 2021 ▪ Acuerdo colectivo de Just Eat de 14 de enero de 2024
Francia	<ul style="list-style-type: none"> ▪ Accord collectif de méthode sur l'organisation des négociations collectives dans le secteur de la livraison de marchandises au moyen d'un véhicule à deux ou trois roues, motorisé ou non ▪ Accord du 18 janvier 2023 relatif à la méthode et aux moyens de la négociation dans le secteur des plateformes VTC ▪ Accord endadrant les modalités de rupture des relations commerciales entre les travailleurs indépendants et les plateformes de mise en relation ▪ Accord du 19 septembre 2023 relatif à la transparence du fonctionnement des centrales de réservation de VTC et aux conditions de suspension et résiliation des services de mise en relation ▪ Accord du 18 janvier 2023 créant un revenu minimal par course dans le secteur des plateformes VTC ▪ Accord du 19 décembre 2023 pour l'amélioration des revenus des chauffeurs VTC indépendants ayant recours à une plateforme de mise en relation ▪ Avenant du 02 avril 2024 à l'accord du 18 janvier 2023 créant un revenu minimal par course dans le secteur des plateformes VTC ▪ Accord instaurant une garantie minimale de revenus pour les livreurs indépendants utilisant une plateforme de mise en relation ▪ Accord visant à lutter contre toute forme de discrimination sur les plateformes de mise en relation

Conclusions on collective agreements for delivery and ride-hailing platforms in the countries included in GDPower (1)

With the exception of the two collective agreements at the Just Eat delivery platforms in Spain and the now defunct agreement at the Foodora delivery platform in Austria, the collective agreements under analysis do not regulate key aspects of platform work, such as everything related to the personal data that these platforms collect from their workers and the use of algorithms and artificial intelligence systems for work management. This is the case both in collective bargaining by intermediary companies – where this may be justified by the fact that it is not they, but the platforms, that operate using data and algorithms – and in collective bargaining by the platforms – where silence on such matters is much less justified because data and algorithms are key elements of work management on platforms.

This is why Article 25 of the WPD seems so important, calling on all EU Member States to promote collective bargaining on platforms, especially in relation to the correct classification of workers and algorithmic management of work.

Conclusions on collective agreements for delivery and ride-hailing platforms in the countries included in GDPower (2)

The classic topics of collective bargaining, such as working hours and wages, are present in these first collective agreements for platform workers in Austria and Spain. Even in France, where there is a clearly different model of collective bargaining for platforms, minimum income for workers is one of the core elements of collective agreements.

It should be noted that in Austria and Spain, collective agreements for platform workers have been signed by traditional trade unions, which seem to be taking on the protection of workers' interests in these new forms of employment that have emerged in the wake of digitalisation.

In both countries, collective bargaining on platforms only covers dependent workers, but not self-employed workers or intermediate figures such as Austrian 'free service providers'. This limits the effectiveness of collective agreements, as they apply to only a small proportion of platform workers.

This could be remedied either by correctly classifying platform workers as dependent workers, which will be helped by the transposition of the PWD, or by extending collective bargaining to self-employed workers.

Conclusions on collective agreements for delivery and ride-hailing platforms in the countries included in GDPower (3)

Although this is a different model of collective bargaining, because it refers only to self-employed workers, it is influenced by the public administration and partly rejected by traditional trade unions, the collective agreements in France for delivery and ride-hailing platform workers include some content that is particularly relevant to platform workers. The establishment of rules on the suspension or deactivation of accounts or the prevention and punishment of discrimination sometimes suffered by platform workers are solutions to serious problems that exist in this type of work, and which we have not found in the collective agreements of the other countries included in GDPower.

Requesting personal data copies

Commonality: Challenges with exercising GDPR rights across all countries and industries

- X Willingness to submit requests (fear of retaliation)
- X User difficulty in the request process
- X Platforms refuse or fail to respond (less common)
- X Poor quality responses (Art. 22!)

Data collected by platforms

Country	AUSTRIA					FRANCE					BELGIUM			Poland				Spain			
Service	Food-delivery			Ride-Hailing		Food-delivery			Ride-hailing		Food-delivery		Ride-Hailing	Food-delivery				Food-delivery		Ride-hailing	
Platform	Lieferando	Mjam/Foodora	Wolt	Uber*	Bolt*	Uber Eats	Deliv-eroo	Stuart	Bolt	Uber	Uber Eats	Deliv-eroo	Uber	Uber Eats	Bolt Food	Pyszne.pl	Glovo	Glovo	Just Eat	Servi-car	Moo ve
Data processed																					
Personal & contractual information	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	*	✓	✓	✓	✓	✓	✓
Working time (shifts or active work)	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	-	-	✓	-	-
Payments	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	-	-	✓	✓	-	-
Geolocation (start, pick-up, drop-off, movement)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-	✓	✓	-	✓	✓	-	-
Performance and Evaluation	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	-	✓	✓	-	✓	✓	-	-
Communication and Disciplinary Incident Data	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-	-	✓	-	-
App usage	✓	✓	-	-	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	-	-	✓	-	-
Information on automated decision-making (Art. 22)?	-	-	✓	✓	✓	-	-	-	-	-	-	-	-	-	-	-	-	-	-	n.a.	-

Awareness and effects

Most workers know of certain data being collected, but are unaware of the details (device data, precision of location data)

Limited understanding of algorithms -> frustration about perceived lack of transparency and breeding ground for theories

Effects on worker's well-being

- **Negative:** Feeling of constant surveillance, loss of autonomy, frustration with decisions perceived as unfair, 'guessing the algorithm'
- **Neutral/Indifferent:** Data processing is necessary/part of the job/part of modern life
- **Positive:** Data helps with my taxes, defence against customer allegations, opportunistic: can be used against platforms

Mobilising issue?! Not really

Core findings regarding platforms' data processing and its effect on workers

- Many similarities, but also important differences in the intrusiveness of data collection
- Workers accept a certain level of monitoring and data processing, but want transparency
- Room for mutually acceptable solutions?!

Implementation of CBAs

- Implementation and monitoring of traditional CBAs (pay, working time) works reasonably well
- Implementation and monitoring of agreements on data processing and the use of algorithms is challenging
- But worker data can be used to monitor compliance with certain rules
- More research should explore the implementation and effects of CBAs regulating the relationship between workers and intermediaries

Thank you!



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Ministerstwo Nauki
i Szkolnictwa Wyższego



From Labour Code to Code-as-Manager: Regulating Work in the Digital Age

Panelists:

- Stanisław Kierwiak, Trade Unionist at JustEat/Takeaway
- Konrad Komornicki, Data Protection Authority Office
- Agata Oklińska, Ministry of Family, Labour and Social Policy

Moderator: Zuzanna Kowalik, Institute for Structural Research

