



Fairwork



**SILENCE BEFORE THE STORM?
SOCIAL SECURITY PROTECTION IN POLISH
PLATFORM WORK A YEAR AHEAD OF THE
PLATFORM WORK DIRECTIVE**

***FAIRWORK
POLAND
RATINGS
2025***

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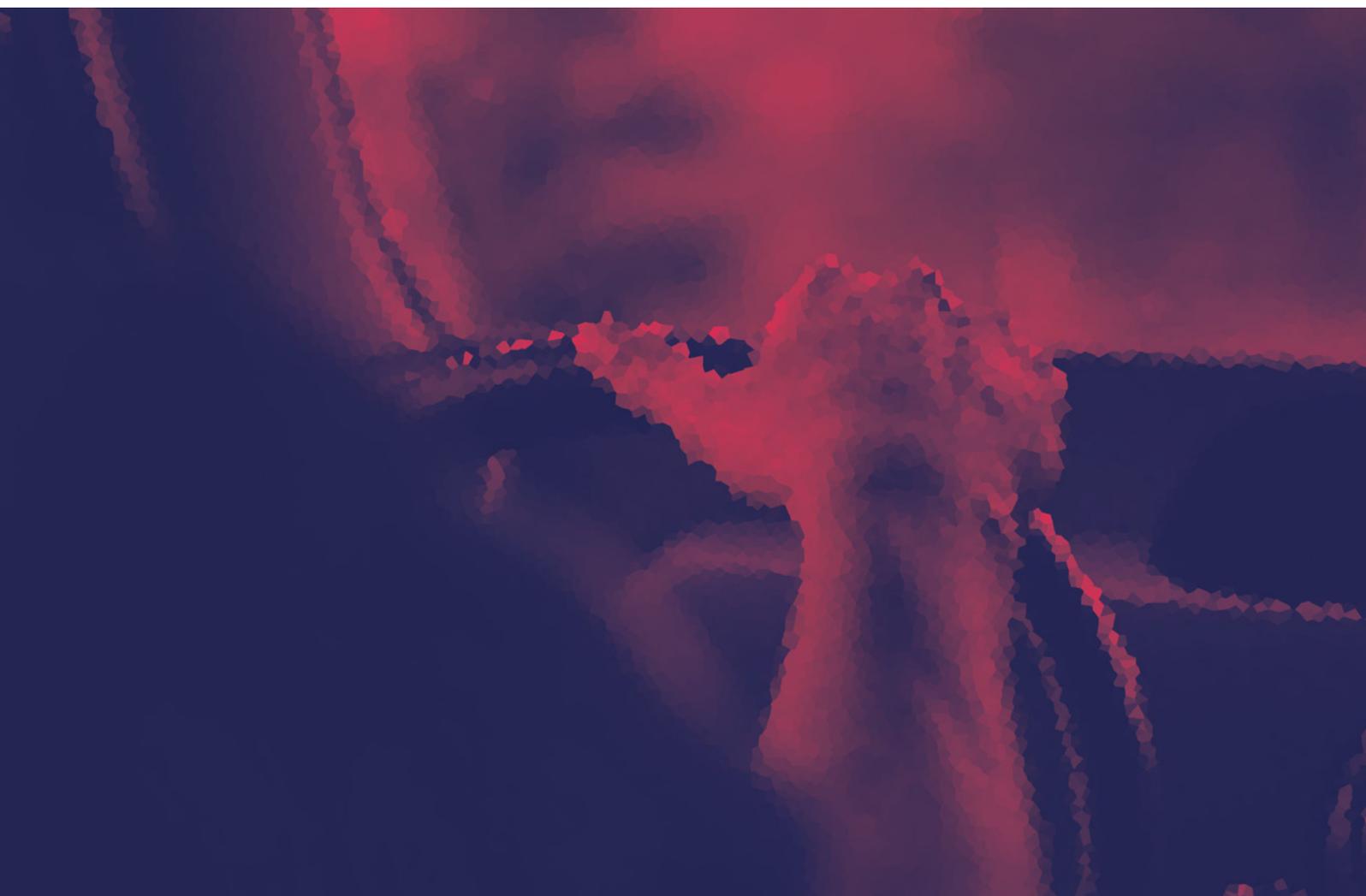
Executive Summary

This second Fairwork report for Poland analyses digital labour platforms within the context of an evolving labour market and ongoing policy discussions on the EU Directive on improving working conditions in platform work. The study assesses seven platforms operating in the ride-hailing, food delivery, and domestic care sectors, evaluating them against the five Fairwork principles: fair pay, fair conditions, fair contracts, fair management, and fair representation.

The report finds that working conditions have not improved compared to the 2024 Fairwork report¹. Platform workers continue to face serious challenges, including pay instability and lack of transparency, limited access to basic social

protections and insurance, and underdeveloped systems of workplace support. These issues are further compounded by the complex contractual arrangements prevalent in platform work and certain features of the Polish social security regulatory framework. In particular, young working students – who constitute a significant share of the platform workforce – remain effectively excluded from many social security protections.

The scoring process draws on desk research, interviews with 55 workers, and exchanges with platform managers. Points are awarded when researchers identify verifiable evidence of compliance with the Fairwork principles.



Key Findings

For the 2025 scoring cycle, Fairwork Poland research team assessed seven platforms. Only one – Pyszne.pl/Just Eat Takeaway – achieved a relatively high score of 8 out of 10 points. This result reflects the platform’s distinct approach to worker management and the positive impact of trade union efforts to improve couriers’ working conditions. The next platform, Glovo, received 2 out of 10 points, indicating that significant issues remain unresolved, such as related to stability of pay. One platform – Babysits – received one point for evidencing a functioning support system for workers to have their queries addressed in a timely and effective manner. For the remaining four platforms – Bolt, Uber, Uber Eats, and Wolt – there was insufficient evidence to award any points.



FAIR PAY:

Only Pyszne.pl/Just Eat Takeaway evidenced providing pay above the statutory hourly minimum rate. The platform engages couriers under a civil law contract for mandate, either directly or through temporary work agencies, and ensures that they receive at least the statutory hourly minimum wage for time spent working. For couriers working on a full-time equivalent basis, this rate exceeds the living wage. In contrast, the Fairwork team could not find evidence that workers on other platforms are guaranteed the statutory minimum hourly rate. While Babysits provides workers and clients an option to negotiate compensation directly, workers still risk receiving hourly wages below the statutory minima. In the case of the remaining five platforms, which follow a pay per-piece model, wages are algorithmically determined, thereby risking wages which may be below the hourly statutory rate.



FAIR CONDITIONS:

Pyszne.pl/Just Eat Takeaway was the only platform that provided evidence to show comprehensive protection mechanisms to counter occupational health and safety risks. In the case of other platforms, the Fairwork team was unable to find evidence that measures were comprehensive and sufficient to merit the awarding of a point.



FAIR CONTRACTS:

Only two platforms – Pyszne.pl/Just Eat Takeaway and Glovo – could evidence having clear and accessible terms and conditions that comply with Polish legal frameworks. In contrast, evidence was inconclusive for Babysits, Bolt, Uber, Uber Eats, and Wolt to indicate workers receiving clear and transparent contractual forms. Further, in the case of

all platforms except for Pyszne.pl/Just Eat Takeaway, worker evidence underlines common challenges including sudden and unpredictable changes to platform operations without advance notice to workers, lack of transparency in dynamic pricing mechanisms, and insufficient monitoring of intermediaries who often employ complex contractual arrangements combining civil law contracts with lease agreements.



FAIR MANAGEMENT:

Three of the platforms – Babysits, Glovo, and Pyszne.pl/Just Eat Takeaway – could evidence an effective system of due process for decisions affecting workers, such as having a clear and documented process for workers to meaningfully appeal low ratings, non-payment, payment issues, deactivations, and other penalties and disciplinary actions, providing workers greater recourse. In the case of other remaining platforms – Bolt, Uber, Uber Eats, and Wolt – the Fairwork team was unable to find evidence of workers having access to human support with reasonable timeframes. Only Pyszne.pl/Just Eat Takeaway could evidence progress on equity in the management process, having implemented effective anti-discrimination policies with standardized procedures. While several platforms including Babysits, Bolt, Glovo, Uber, Uber Eats, and Wolt have general anti-discrimination policies, there is insufficient evidence of their practical implementation, and worker evidence highlights concerns regarding algorithms producing discriminatory outcomes, especially for workers from disadvantaged groups.



FAIR REPRESENTATION:

Only one platform – Pyszne.pl/Just Eat Takeaway – could evidence that it ensures freedom of association and the expression of collective worker voice through recognising and bargaining with trade unions functioning at Takeaway and its intermediary Trenkwalder&Partner. For the remaining platforms – Babysits, Bolt, Uber, Uber Eats, and Wolt – there was no evidence of a documented mechanism for collective worker voice nor formal policies of willingness to recognise or bargain with independent collective bodies of workers or trade unions. None of the platforms could evidence support for democratic governance.

EDITORIAL

Silence before the storm? The 2025 Fairwork Poland report

While the moment for the transposition of Platform Work Directive in December 2026 approaches, the setting for Polish platform work in 2025 seems largely similar to the one depicted in Fairwork Poland's 2024 report. Platforms continue to rely largely on a combination of opaque working arrangements, namely contracts for mandate and rental agreements, to structure relationships with platform workers. Platforms still rarely contract workers directly and opt to use labour outsourcing via intermediaries instead.

This report shows a continuity without significant improvements for workers. Platforms seem to be waiting for the forthcoming transposition of the Platform Work Directive, as many things are still uncertain concerning how they will be regulated while preparatory works for the transposition are taking place.

This report also checked the impact of regulations which required drivers to obtain a Polish driving license, which were adopted in July 2024. Many workers expressed hopes that this would increase their rates and effective earnings by limiting the pool of drivers. However, our respondents did not report a substantial increase in their earnings. Both

our data and press coverage² suggest that some platforms did not effectively require migrant workers to present a Polish driving license, which might partially explain the lack of change in this regard. The circumvention of the introduced regulation is facilitated by intermediaries who hire ride hailing drivers as food delivery couriers, as

shown by our fieldwork and media reports³. This development manifests the capacity of platforms to disregard policy makers' attempts to improve customer safety and working conditions within platform work with the aid of intermediaries. As such, it shows that policy makers should consider limiting intermediation within platform work, as explained in Fairwork Poland's 2024 report. Otherwise, policy makers' attempts to regulate platform work may remain without practical effect.

As with all Fairwork reports, Fairwork teams across the globe evaluate working conditions according to five principles of fair work: Fair Pay, Fair Conditions, Fair Contracts, Fair Management, and Fair Representation. This time, Fairwork Poland has reviewed seven platforms across ride hailing, food delivery, and domestic care services sectors. The resulting Fairwork scores provide an independent analysis of working conditions on digital labour platforms that policymakers, platform companies, workers and consumers can use to inform themselves. This analysis should be taken into account to inform the ongoing process of transposition of the Platform Work Directive.



THE FAIRWORK PROJECT:

Towards Decent Labour Standards in the Platform Economy

FAIRWORK EVALUATES AND RANKS THE WORKING CONDITIONS OF DIGITAL PLATFORMS. OUR RATINGS ARE BASED ON FIVE PRINCIPLES THAT DIGITAL LABOUR PLATFORMS SHOULD ENSURE IN ORDER TO BE CONSIDERED TO BE OFFERING BASIC MINIMUM STANDARDS OF FAIRNESS.

Research teams evaluate platforms annually against these principles to show not only what the platform economy is today, but also what it can be. The Fairwork ratings provide an independent perspective on labour conditions of platform work for policymakers, platform companies, workers, and consumers. Our goal is to show that better, and fairer, jobs are possible in the platform economy.

The Fairwork project is coordinated from the Oxford Internet Institute, University of Oxford, and the WZB Berlin Social Science Center. Our network of researchers has rated platforms in 38 countries across five continents. In every country, Fairwork collaborates closely with workers, platforms, advocates and policymakers to promote a fairer future of platform work. In Poland, this research is led by researchers at the University of Warsaw and the Institute for Structural Research.



FAIRWORK MAP OF COUNTRIES

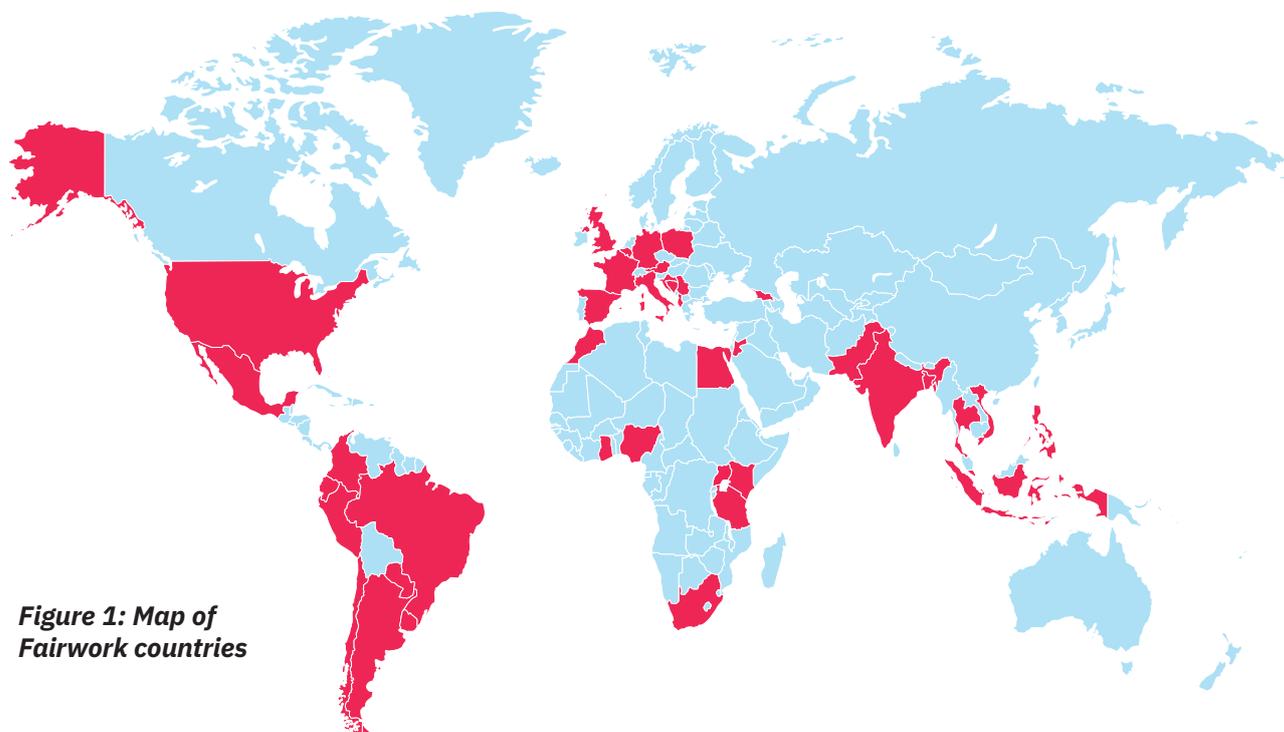


Figure 1: Map of Fairwork countries

AFRICA:

Egypt, Ghana, Kenya, Morocco, Nigeria, South Africa, Tanzania, Uganda

ASIA:

Bangladesh, India, Indonesia, Jordan, Lebanon, Pakistan, Philippines, Singapore, Thailand, Vietnam

EUROPE:

Albania, Austria, Belgium, Bosnia and Herzegovina, Croatia, France, Georgia, Germany, Italy, Poland, Serbia, Spain, UK

SOUTH AMERICA:

Argentina, Brazil, Chile, Colombia, Ecuador, Paraguay, Peru, Uruguay

NORTH AMERICA:

Mexico, USA

The Fairwork Framework

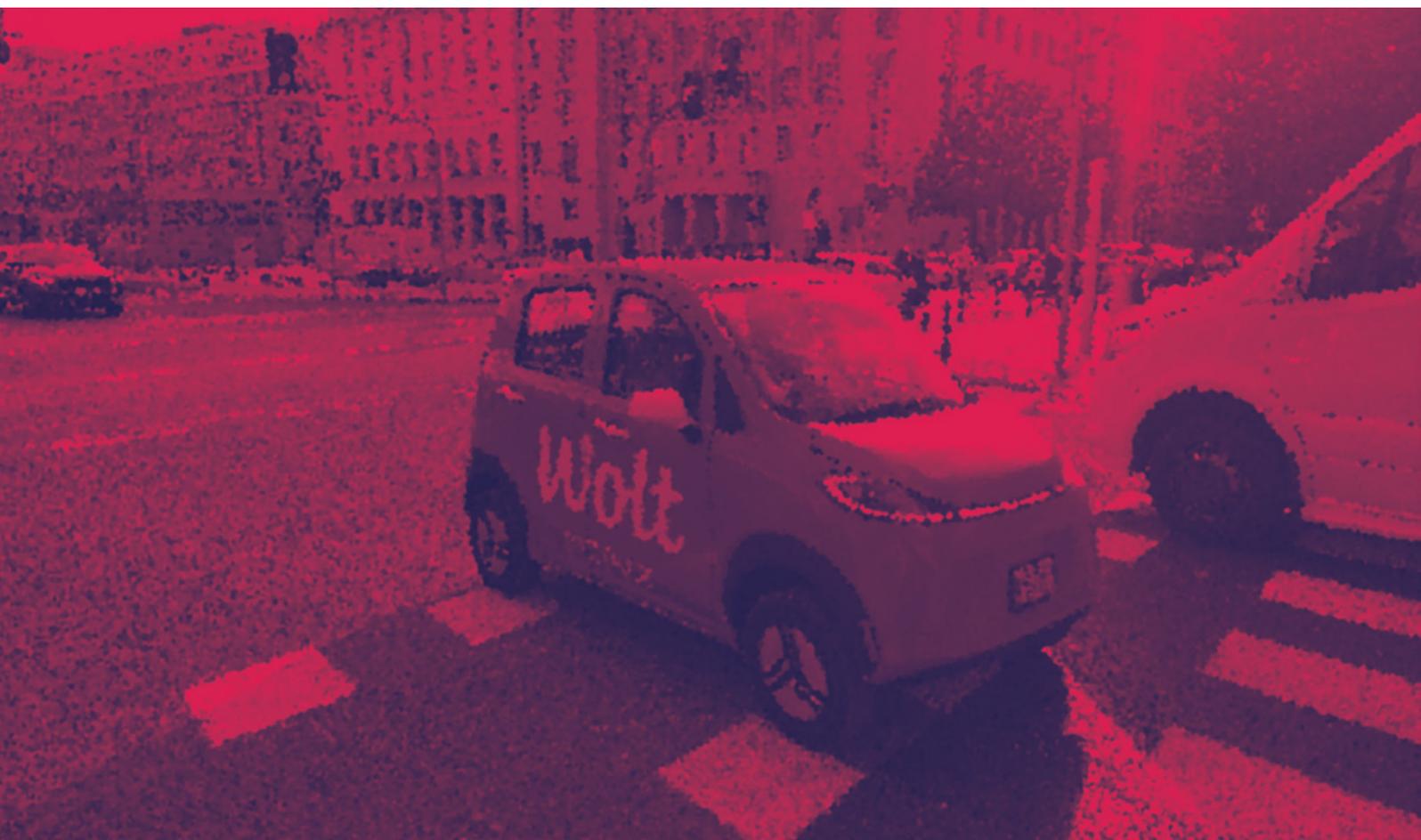
Fairwork evaluates the working conditions of digital labour platforms and ranks them on how well they do. To do this, research teams use five principles that digital labour platforms should ensure to be considered as offering ‘fair work’. The five Fairwork principles were developed through a multi-stakeholder workshop at the International Labour Organisation (ILO), and many more workshops in various countries. To ensure that these global principles are applicable in the Polish context, the Fairwork Poland research team has revised them in consultation with platform workers and experts. In the years since then, the principles and their operationalisation have been further fine-tuned. Further details on the thresholds for each principle, and the criteria used to assess the collected evidence to score platforms, can be found in the Appendix.

THE FIVE PRINCIPLES

1. Fair Pay

Workers, irrespective of their employment classification, should earn a decent income in their home jurisdiction after taking account of work-related costs. Fairwork teams assess earnings according to the mandated minimum wage in the home jurisdiction, as well as the current living wage. As workers providing labour on

platforms in Poland are almost exclusively hired on civil law contracts, Fairwork Poland assesses earnings in relation to the hourly minimum rate stipulated for the civil law contracts for mandate regulated by the Act of 10 October 2002 on minimum wage. Calculation of the living wage was made based on the household expenditure data from the Household Budget Survey adjusted for the higher prices in locations where the interviews were conducted.⁴



2. Fair Conditions

Platforms should have policies in place to protect workers from foundational risks arising from the processes of work and should take proactive measures to protect and promote the health and safety of workers.

3. Fair Contracts

Terms and conditions should be accessible, readable and comprehensible. The party contracting with the worker must be subject to local law and must be identified in the contract. Regardless of the workers' employment status, the contract should be free of clauses which unreasonably exclude liability on the part of the service user and/or the platform.

4. Fair Management

There should be a documented process through which workers can be heard, can appeal decisions affecting them, and be informed of the reasons behind those decisions. There must be a clear channel of communication to workers involving the ability to appeal management decisions or deactivation. The use of algorithms should be transparent and result in equitable outcomes for workers. There should be an identifiable and documented policy that ensures equity in the way workers are managed on a platform (for example, in the hiring, disciplining, or firing of workers).

5. Fair Representation

Platforms should provide a documented process through which worker voice can be expressed. Irrespective of their employment classification, workers should have the right to organise in collective bodies, and platforms should be prepared to cooperate and negotiate with them.

In Poland, these rights are guaranteed for individuals providing labour under non-standard forms of employment such as civil law contracts and self-employment by the Act of 23 May 1991 on trade unions, as amended as a result of the Constitutional Tribunal ruling from 2015.

METHODOLOGY OVERVIEW

**THE FAIRWORK PROJECT
USES THREE APPROACHES TO
EFFECTIVELY MEASURE FAIRNESS
OF WORKING CONDITIONS ON
DIGITAL LABOUR PLATFORMS:
DESK RESEARCH, APPROACHING
PLATFORMS FOR EVIDENCE,
AND WORKER INTERVIEWS.**

Through these three methods, Fairwork teams seek evidence on whether platforms operate in accordance with the five Fairwork Principles.

Desk research

Each annual Fairwork ratings cycle starts with desk research to map the range of platforms to be scored, identify points of contact with management, develop suitable interview guides and survey instruments, and design recruitment strategies to access workers. For each platform, Fairwork teams gather and analyse a wide range of publicly available documents including contracts, terms and conditions, published policies and procedures, as well as digital interfaces. Desk research also flags any publicly available

information that could assist us in scoring different platforms: for instance, the provision of particular services to workers, or the existence of past or ongoing disputes. Once the list of platforms has been finalised, each platform is invited to participate in Fairwork's annual ranking study and provided with information about the process. This year, seven prominent platforms operating in Poland's largest cities – Warsaw, Gdańsk, Kraków, Poznań, Wrocław, Katowice – were identified based on their significance in the Polish economy.

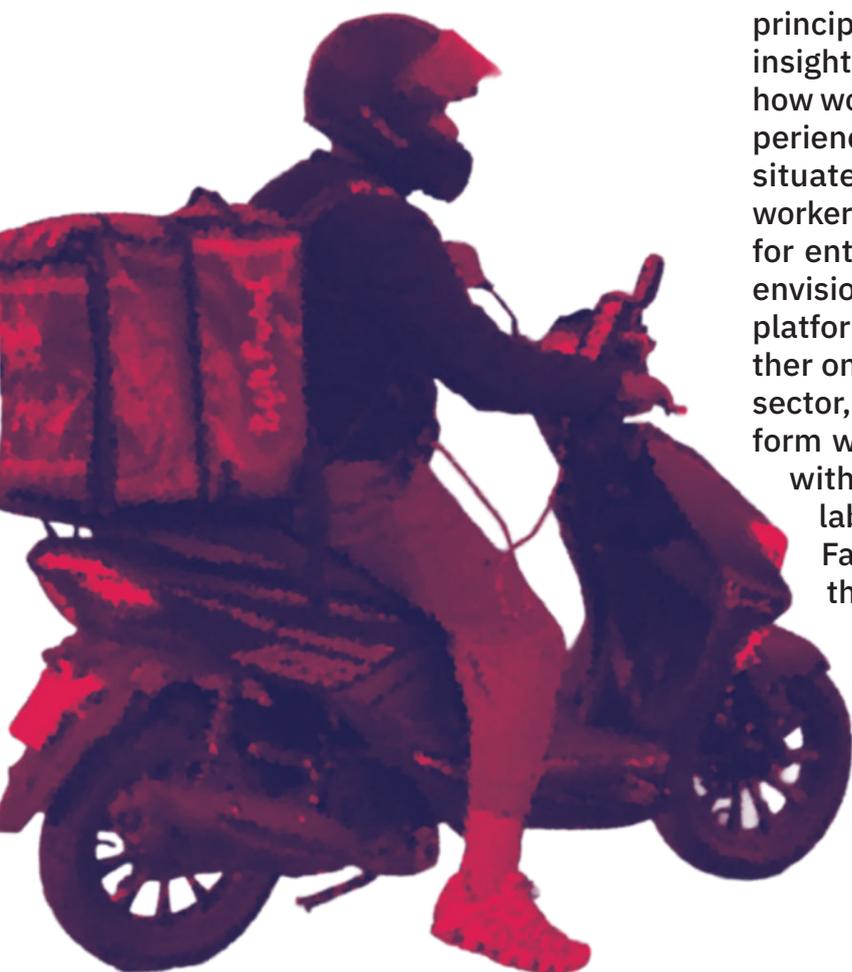
Platform evidence

The second method involves approaching platforms for evidence. Platform management are invited to submit evidence and discuss the platform's degree of compliance with each of the Fairwork principles.

Evidence may include published policies and/or standard operating procedures, public commitments, and website/app functionality. This evidence provides insights into the operation and business model of the platform, while also opening up a dialogue through which the platform could agree to implement changes based on the principles. In cases where platform managements do not agree to participate in the research, Fairwork teams limit the scoring to evidence obtained through desk research and worker interviews.

Worker interviews

The third method is interviewing platform workers directly. In Poland, 55 workers were interviewed across six major cities. These interviews do not aim to be a statistically representative set of experiences. Rather, they are worker case-studies to examine platforms' policies and practices in the field as they pertain to the Fairwork principles. Specifically, they seek to gain insight into how work is carried out, and how work processes are managed and experienced, on platforms. The interviews situate platform work in the careers of workers by understanding their motivation for entry into a platform, how long they envision undertaking work on the current platform before seeking an alternative either on another platform or in a different sector, and how their experience of platform work is shaped by their interaction with fellow workers and the external labour. These interviews also enable Fairwork researchers to see copies of the contracts issued to workers and to access the app interface, including payout and support screens. This method alerts the team to the presence of issues, but not the frequency or likelihood of their occurrence.



The worker interviews are semi-structured and make use of a series of questions relating to the 10 Fairwork (sub) principles. In order to qualify for the interviews, workers have to be over the age of 18 and have worked with the platform for at least two months. In Poland, these interviews were conducted in Polish and English.

Putting it all together

This threefold approach provides a way to cross-check the claims made by platforms, while also providing the opportunity to collect evidence from multiple sources. Final scores are collectively decided by the Fairwork team based on all three forms of evidence. Points are only awarded if sufficient evidence exists on each threshold.

How we score

Each of the five Fairwork principles is broken down into two points: a first point, and a second point that can only be awarded if the first point has been fulfilled. Every platform receives a score out of 10. Platforms are only given a point when they can satisfactorily demonstrate their implementation of the principles.

FAILING TO ACHIEVE A POINT DOES NOT NECESSARILY MEAN THAT A PLATFORM DOES NOT COMPLY WITH THE PRINCIPLE IN QUESTION. IT SIMPLY MEANS THAT THE FAIRWORK TEAM IS UNABLE TO EVIDENCE ITS COMPLIANCE.

The scoring involves a series of stages. First, the in-country team collates the evidence and assigns preliminary scores. The collated evidence is then sent to external reviewers for independent scoring. These reviewers are both members of the Fairwork teams in other countries, as well as members of the central Fairwork team. Once the external reviewers have assigned their scoring, all reviewers meet to discuss the scores and decide final scoring. Platforms are given the opportunity to submit further evidence to earn points that they were initially not awarded. These scores then form the final annual scoring that is published in the annual country Fairwork report.

Before the publication of this report, companies rated were given the opportunity to review and comment on the findings of this report. All responses are included in Appendix II.

Further details on the Fairwork scoring system are in the Appendix I.



COUNTRY CONTEXT:

Digital Labour Platforms in Poland

Labour platforms in Poland operate in a highly fragmented regulatory context and are not properly supervised

Labour market context

Digital labour platforms entered the Polish market in 2014 and have gained a significant position in particular in the food delivery and ride hailing market. As of the end of 2025, Poland lacks specific labour market laws for digital labour platforms. Their growth has been facilitated by a regulatory framework characterised by weak collective regulation and a strong reliance on fragmented statutory protections allowing for multiple non-standard forms of employment.

The growth of digital labour platforms took place in the context of relatively strong economic development. Both GDP and wages continue to grow pretty significantly.⁵ However, the labour market situation has slightly worsened as the unemployment rate has grown by 0.6 percentage points in the last year, from 5% in September 2024 to 5.6% in September 2025.⁶

Two socio-demographic factors are worth mentioning. First, the number of migrant workers who constitute a significant share of the platform workers has been increasing steadily and has now surpassed over a million workers.⁷ While a significant portion of the migrant population still comes from Ukraine and Belarus, there is a growing migration from Central Asia, South-East Asia, and South America. Secondly, despite the aging population, the unemployment rate among the youngest workers (group 15-24 years) has increased by 2 percentage points – from

9.3% to 11.3%.⁸ This group constitutes the second important segment of the platform workforce.

Regulatory context for the operations of digital labour platforms

THERE ARE NO SPECIFIC REGULATIONS IN POLAND THAT REQUIRE DIGITAL LABOUR PLATFORMS TO HIRE WORKERS AS EMPLOYEES OR SELF-EMPLOYED. PLATFORMS OPERATE WITHIN THE GENERAL REGULATORY FRAMEWORK THAT PROVIDES A POSSIBILITY OF USING VARIOUS NON-STANDARD FORMS OF EMPLOYMENT TO STRUCTURE RELATIONSHIPS WITH WORKERS.

An important feature of non-standard employment in Poland is the relatively broad coverage of social security and healthcare benefits, a legacy of the universalist approach adopted under the socialist

government. During the 1960s and 1970s, various categories of non-standard workers – including cooperative members, self-employed individuals in commerce and agriculture, artists, and home-based outworkers – were gradually incorporated into the social security system.⁹ This was complemented by nearly universal health-care coverage, financed directly from the state budget under state socialism. These fundamental principles of inclusion of self-employed workers in the social security system, as well as nearly universal health-care coverage,¹⁰ were retained despite significant funding and structural changes in both Social Security Institution and healthcare financing following the economic transformation after 1989.¹¹

Around the time of the global financial crisis in 2008, Poland witnessed a surge in non-standard forms of employment in the form of so-called civil law contracts. These contracts increasingly served as substitutes for both Labour Code-based employment and self-employment, as case law and practice allowed them to be used in situations similar to an employment relationship. The trend was largely driven by the relatively high tax wedge on low-income Labour Code-based employment and low-income self-employment.¹² In particular, self-employed workers faced high fixed costs associated with social security contributions. At the same time, successive governments implemented substantial increases in the statutory minimum wage, which made civil law contracts – situated outside these pro-

tections – more financially attractive for employers. As a result, the use of civil law contracts expanded significantly in Poland after 2008.¹³

When digital labour platforms entered the Polish market in 2014, they began to employ civil law contracts as the primary means of structuring their relationships with platform workers. Importantly, these arrangements – circumventing both the regulatory protections afforded to Labour Code-based employees and the legal framework governing genuine self-employment – were not invented by the platforms but rather adapted from pre-existing practices.

As the adverse consequences of the lack of protections for civil law contractors became increasingly apparent (not only within platform work, but also in sectors like retail, hospitality, and industrial processing), successive governments introduced a series of “normalization” measures aimed at narrowing the gap between civil law and standard employment contracts. These reforms included the extension of social security coverage for civil law contractors for mandate (2014), the introduction of an hourly minimum wage for civil law contractors and the self-employed (2016), and the recognition of the right to unionize for civil law contractors and the self-employed (2019)¹⁴. While these measures improved protections for civil law contractors, they also increased the costs associated with hiring them.

At the same time, the government observed the growing prominence of digital labour platforms. In 2016, authorities called for platforms to register their operations and comply with tax and social security obligations. In response, platforms began partnering with intermediaries – so-called fleets or accounting partners – who assumed responsibility for shaping contractual arrangements in platform work.¹⁵ These intermediaries, operating as formally registered entities, enter into B2B contracts with platforms and then



subcontract the work to individual workers. In the ride-hailing sector, intermediaries also manage “taxi licence excerpts” for drivers at a fraction of the standard licensing cost – typically between 1% and 10% – allowing them to operate with substantially reduced expenses.

To offset the rising costs of employing civil law contractors, intermediaries began developing new methods to minimise taxation and social security contributions. One such method involves outsourcing labour through a combination of a contract for mandate stipulating lump-sum remuneration covering only a fraction of the worker’s labour, and a rental agreement which is used to settle the remainder of the remuneration. Under these arrangements, a worker may either (often nominally) lease a vehicle to the intermediary or receive one from it, sometimes under additional subletting schemes.¹⁶

The primary purpose of these rental agreements is to reduce the tax and social security liabilities that aimed to expand the protection for civil law contractors. Because rental contracts are exempt from social security contributions, they allow intermediaries and workers to benefit from lower tax rates and to further reduce the taxable base by deducting vehicle-related expenses – such as fuel and insurance – as rental costs.

Such schemes combining contracts for mandate with artificially lowered remuneration and rental agreements dominate Poland’s ride hailing and food delivery sectors, evading tax obligations, social protection frameworks, as well as protections concerning statutory hourly minimum rates, as remuneration is effectively calculated as rent.

This is not countered by collective regulation, which is almost non-existent in the Polish platform economy. While two trade unions exist – one affiliated with *Konfederacja Pracy/OPZZ* operating under *Pyszne.pl/Just Eat Takeaway*, and the other affiliated with *Workers’ Initiative* aiming to represent mostly *Glovo* couriers – they focus mostly on informal negotiations with the platforms. No collective agreements have been signed within Poland’s platform economy.

Platform work has been however regulated by a limited set of product market regulations aiming to improve consumer safety. In 2020, the so-called “*Lex Uber*” law entered into force, requiring ride-hailing drivers to obtain a taxi license, use a vehicle equipped with a taxi sign and taximeter, and maintain appropriate insurance. Since 2024, ride hailing platforms are required to verify drivers’ identities to limit account sharing, while drivers have to obtain a Polish driving license.



FAIRWORK POLAND SCORES 2025, BY PRINCIPLE

	1.1	1.2	2.1	2.2	3.1	3.2	4.1	4.2	5.1	5.2	Total
Pyszne.pl/Just Eat Takeaway	●	●	●	○	●	●	●	●	●	○	8
Glovo	○	○	○	○	●	○	●	○	○	○	2
Babysits	○	○	○	○	○	○	●	○	○	○	1
Bolt	○	○	○	○	○	○	○	○	○	○	0
Uber	○	○	○	○	○	○	○	○	○	○	0
Uber Eats	○	○	○	○	○	○	○	○	○	○	0
Wolt	○	○	○	○	○	○	○	○	○	○	0

The scores in this report rely on data collected using the Fairwork Framework as described in an earlier section. Following desk research, the Fairwork Poland team interviewed 55 workers from seven platforms and collected evidence from the management of platforms. Appendix I provides further details of the evidence used to score each point in 2025 and how it was collected.

Explaining the scores

In 2025, Fairwork Poland evaluated seven platforms operating in the country. The assessment covered two ride-hailing platforms (Bolt and Uber), four food delivery platforms (Glovo, Pyszne.pl/Just Eat Takeaway, Uber Eats, and Wolt), and one care platform (Babysits).

Fair Pay

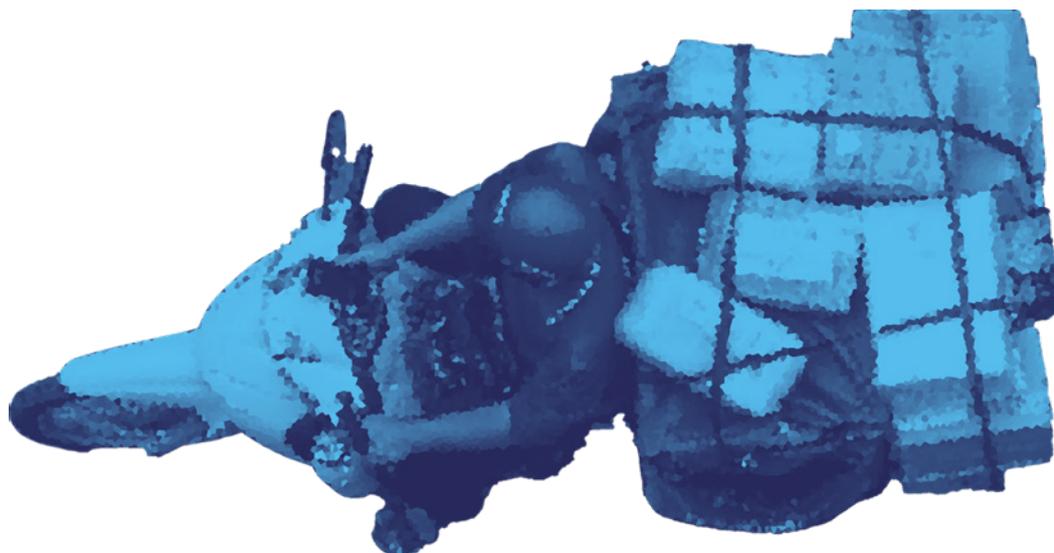
Platforms that ensure workers are paid at least the statutory minimum hourly wage after work-related expenses are subtracted can meet the first threshold under this principle. To gain a second point within this principle, platforms must ensure that workers are paid at least the living wage in their active hours, after subtracting the cost. In assessing this principle, the Polish research team referred to the compliance with the statutory hourly minimum rate for contracts for mandate and self-employed individuals, as specified by the Polish Act of 10 October 2002 on minimum wage. Due to the relatively high minimum wage in Poland,¹⁷ observing the first threshold within this principle means that the platform can automatically receive a second point, as paying a guaranteed statutory minimum in Poland means that workers also earn a living wage. Based on data from the Household Budget Survey (HBS), the estimated average monthly living costs per capita in Warsaw in 2024 amounted to PLN 3,385, which is slightly below the minimum wage.

OUT OF THE PLATFORMS SURVEYED IN THIS REPORT, PYSZNE.PL/ JUST EAT TAKEAWAY, WAS THE ONLY ONE THAT COULD EVIDENCE PAYING THE GUARANTEED STATUTORY MINIMUM WHILE COMPENSATING FOR THE DELIVERY COSTS.

These statutory minima are observed for both workers directly hired by the platform, as well as those hired through a temporary work agency. Therefore, Pyszne.pl/Just Eat Takeaway was also awarded the second point, as workers on full-time equivalent receive more than the living wage.

In contrast, there was no evidence that workers on other platforms are guaranteed the statutory minimum hourly rate. Babysits provides babysitters and clients the option to negotiate compensation individually. While the platform intends





to display a warning when a user sets an hourly rate below the minimum rate, this system is not yet in place. And even then, the warning does not guarantee workers to earn a rate above the statutory hourly minimum.

THE REMAINING PLATFORMS - INCLUDING BOLT, GLOVO, UBER, UBER EATS, AND WOLT - OPERATE ON PIECE-RATE PAYMENTS WHICH ARE DETERMINED ALGORITHMICALLY AND DO NOT PROVIDE A GUARANTEE THAT WORKERS WILL RECEIVE NO LESS THAN STATUTORY MINIMUM RATES.

Such algorithmic management can lead to significant variability in earnings and reduces income security¹⁸.

Fair Conditions

To meet the first threshold in this principle, platforms must demonstrate awareness of the occupational health and safety risks faced by workers and take steps to miti-

gate them. To receive an additional point, platforms must evidence taking meaningful steps towards the social protection of workers, assuring that workers are not negatively impacted by inability to work, implementing policies to protect workers' from task-specific risks, and ensuring that algorithmic calculation of pay is not incentivizing workers to take excessive risks.

Fairwork was provided with evidence of comprehensive occupational health and safety measures, including insurance and protective equipment, by Pyszne.pl/Just Eat Takeaway. However, in Poland, civil law contracts are subject only to voluntary sickness insurance, which workers must apply for individually. As many workers earn around the minimum wage, they often choose not to enrol in this coverage, leaving a considerable share of the workforce without protection in the event of illness. For this reason, the second threshold for this principle could not be awarded.

In the case of Babysits, the platform provided Fairwork with evidence showcasing a functioning support system with reasonable timeframes. However, worker evidence also underlined that babysitters generally worked informally with the clients, thus bearing the risks for their occupational safety and health (OSH) conditions. As a result, there was evidence of workers working through the platform without any insurance, which contradicts the second threshold of Fair Conditions.

In the case of Glovo, evidence suggests that the platform provides training for workers, a responsive support system, and a comprehensive insurance package. However, worker evidence also reveals that task-related gear and equipment, such as delivery bags, are not provided free of charge, which is necessary to meet the first threshold. Not meeting the criteria for point 2.1 prevents us from awarding the platform a point for 2.2, although the platform offers relatively generous accident insurance for workers.¹⁹

In the case of Wolt, evidence collected by Fairwork indicates that the platform offers protective equipment to its workers, alongside a relatively well-received support system, and accident insurance. However, evidence was inconclusive regarding OSH training, which is necessary to be awarded the first threshold.

For the remaining platforms, the Fairwork research team found no evidence of OSH training, provision of equipment, or an effective support system, which prevented us from granting points in this principle.

Fair Contracts

For platforms to meet the first threshold in this principle, they must ensure that workers understand, agree to, and can access their terms and conditions of work at all times. To gain a second point, platforms must demonstrate that liability is shared fairly between parties, that changes to contractual terms are communicated in a timely manner, intermediaries are adequately monitored, and algorithmic systems determining pricing, bonuses, ratings, or task allocation are transparent.

Pyszne.pl/Just Eat Takeaway is awarded the first threshold under this principle for providing workers with clear and comprehensible agreements. Contracts are concluded before work commences, comply with data protection require-

ments, and respect all applicable legal regulations, thereby meeting point 3.1. The platform also meets criteria for the second threshold as significant changes to contract terms require formal renegotiation, contracts contain no liability waiver clauses, the only intermediary the platform relies on is a temporary work agency where working conditions are the same as with the platform, and the general functioning of the algorithm is transparent to workers.

Glovo also fulfils the first threshold for this principle. Its terms and conditions are clearly formulated, easily accessible, and presented to workers before they register on the platform. The company also demonstrated adherence to ethical data protection and management standards. However, Fairwork Poland did not find sufficient evidence to award Glovo point 3.2. Although the platform provided a policy governing fleet partners, numerous cases were identified where these partners failed to meet Glovo's declared standards – such as engaging in undeclared payments or employing workers through lease agreements. Moreover, the lack of transparency surrounding the algorithms used in dynamic pricing mechanisms that determine worker pay prevented the platform from receiving this point.

In the case of Babysits, worker and management evidence indicate that workers are generally expected to structure their own relationships with their clients. As such, all workers that were interviewed provided labour informally, thus preventing us from giving the platform a point for both principle 3.1 and 3.2.

In the case of Bolt, Uber, Uber Eats, and Wolt, most workers worked on a combination of civil law contracts and lease agreements which made their contractual situation complex and difficult to understand. While the Fairwork principle on Fair Contracts does not necessarily require platforms to have a direct contractual relationship with workers, it does require

contracts to clearly indicate the party contracting with the worker. However, using the combination of civil law contracts and lease agreements can lead to the circumstance that the party contracting with the worker is not clearly identified in the contracts. Also, there was no evidence that any of the four platforms had policies in place to prevent implementation of such a combination of contracts, which disqualified them from receiving point 3.1. Although no liability exclusion clauses were identified, the evidence was inconclusive concerning effective oversight of intermediaries. Furthermore, the evidence does not indicate that algorithms used to determine rates and allocate tasks are fully transparent to workers.

Fair Management

To meet the first threshold in this principle, platforms must implement institutional mechanisms for open communication with workers, particularly regarding working conditions. This includes accessible support channels (e.g., email, chat, or in-person) and clear procedures to appeal disciplinary actions such as suspension, deactivation, or non-payment. To meet the second threshold, platforms must

evidence that they not only have policies against discrimination, but they must also seek to remove barriers for disadvantaged groups and promote inclusion.

For three platforms – Babysits, Glovo, and Pyszne.pl/Just Eat Takeaway – sufficient evidence was found demonstrating effective due process, with workers provided with documented avenues to appeal low ratings, non-payments, deactivations, and other penalties. Pyszne.pl/Just Eat Takeaway also scored the additional point as they showed progress on equity in management, with effective anti-discrimination policies and standardized procedures.

Evidence is lacking for us to award a point for the other platforms included in this study, as workers reported difficulties in reaching human support within reasonable timeframes and platforms did not provide evidence that they have effective support measures in place. While these platforms have issued general anti-discrimination statements, there is insufficient evidence of implementation, and concerns persist regarding algorithmic bias affecting workers from disadvantaged groups.



Fair Representation

For platforms to meet the first threshold in this principle, platforms should assure freedom of expression of collective worker voice by formally recognising a trade union and not inhibiting freedom of association. To get the additional point, platforms must evidence that they support democratic governance, meaning that workers play a meaningful role in governing the platform.

ONLY PYSZNE.PL/ JUST EAT TAKEAWAY COULD EVIDENCE THAT IT MEETS THE FIRST THRESHOLD IN THIS PRINCIPLE BY RECOGNISING AND BARGAINING WITH THE TRADE UNION OPERATING AT TAKEAWAY AND ITS INTERMEDIARY TRENKWALDER & PARTNER.

While the management has supplied the research team with information on its negotiations with the trade union and has proven that it accepted some of the trade union's demands, this evidence was not sufficient to provide Pyszne.pl / Just Eat Takeaway with a point for compliance with principle 5.2. This is substantiated by the fact that – according to worker evidence – the company has introduced a change in the mode of bonuses calculation against the expectations of the workers and the trade union. Our evidence suggests that the company has not accepted workers' demands despite claiming that doing so would not entail higher costs from the platform. This shows an approach that is more adversarial and does not manifest a case of a “democratically governed platform” which is required to score a second point within this principle.

In the case of the other platforms the evidence was lacking to demonstrate that there is a documented mechanism for collective worker voice expression and a formal willingness to recognise or negotiate with worker organisations or trade unions.



PLATFORM IN FOCUS:

Babysits

Babysits, Dutch-based babysitting platform, was founded in 2008²⁰, operates in more than 121 countries in the world, and has more than 7 million users.²¹

Principle	First Point	Second Point	Total
 Fair Pay	 Ensures workers earn at least the local minimum wage after costs	 Ensures workers earn at least a local living wage after costs	
 Fair Conditions	 Mitigates task-specific risks	 Ensures safe working conditions and a safety net	
 Fair Contracts	 Provides clear and transparent terms and conditions	 Ensures that no unfair contract terms are imposed	
 Fair Management	 Provides due process for decisions affecting workers	 Provides equity in the management process	
 Fair Representation	 Assures freedom of association and the expression of worker voice	 Supports democratic governance	

Babysits' total score



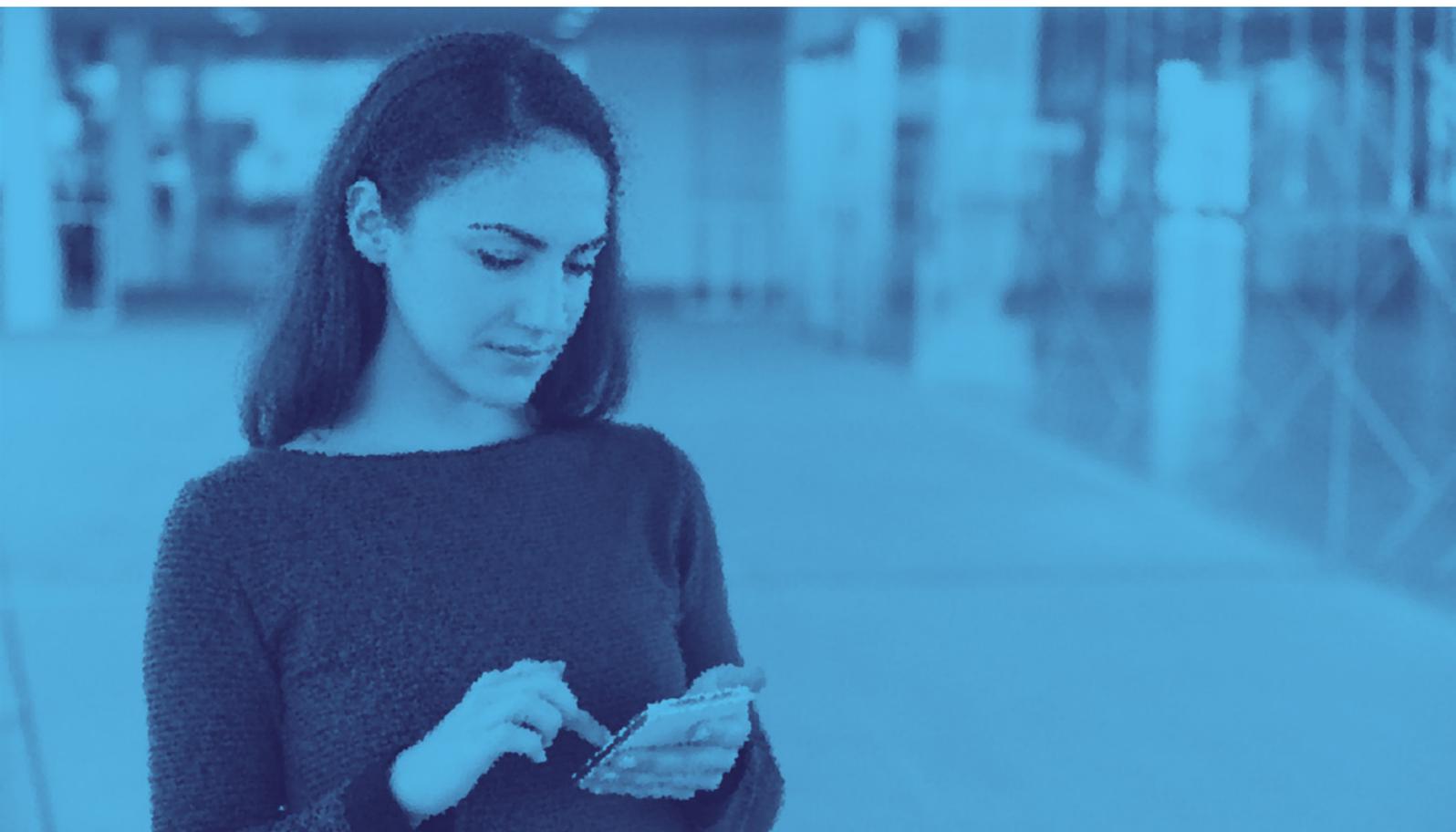
Babysits is one of the few digital platforms operating in the domestic care services sector in Poland. This sector is generally highly informal and largely situated within the grey economy, with much of the work performed entirely outside formal regulatory frameworks. Some scholars have expressed hope that labour platforms could help formalise the domestic services sector and improve working conditions for care workers.²²

Babysits is free for workers to use, while clients must purchase a subscription to contact babysitters. Creating a profile does not require the full disclosure of personal information, although the visibility of a profile and access to certain features depend on the submission of identification scans and additional verification. The more complete the profile, the greater the functionality available. For babysitters, the profile functions as a portfolio page, providing information on their availability, qualifications, education, and experience. It also includes reviews from previous families and a stated hourly rate.

Clients and babysitters connect via the Babysits website or mobile application.

Both parties can initiate conversations through an integrated chat to arrange working hours and define the scope of work, including negotiation of the hourly rate. While most babysitters earn more than the statutory hourly minimum wage, it remains possible to find offers below this rate, which continue to appear on the platform as of the end of 2025. During the evaluation process, the platform shared evidence with Fairwork that shows work in progress towards a system that displays a warning when a user sets an hourly rate below the minimum wage but the system is not yet in place.

The platform claims to operate as a simple intermediary, and its Terms and Conditions stipulate that babysitters and families are responsible for organising their contractual relationship independently.²³ Among the workers interviewed for this evaluation, none had a written contract with the clients, and their contractual status remained unclear. Consequently, labour provided through the platform continues to take place largely within the grey economy and remains informal. According to the babysitters interviewed, they are



also not offered occupational health and safety training and insurances. This leaves workers without protection in cases of illness or workplace accidents.

The platform provided evidence that shows a functioning human support system with reasonable response times, which also includes an option to appeal bad reviews by clients, which allowed us to give it a point for principle 4.1. Worker evidence suggests that babysitters very often resolve work-related issues on their own despite having access to a support system. This includes dealing with aggressive or disrespectful families, as well as navigating ambiguous situations where clients unexpectedly demand additional tasks or services not agreed upon in advance (such as cleaning). This suggests that the platform could make its support system more visible. While the platform provided us with information on general anti-discrimination policies, the evidence was lacking to demonstrate its efficiency.

Based on both worker and evidence

and evidence provided by the platform, Babysits does not recognise nor seeks to recognise any collective representation of workers.

Regardless, many workers reported feeling safer when using Babysits compared to finding babysitting jobs outside the platform. They attributed this sense of security to the platform's verification of client IDs and to the use of the in-app chat function, which records negotiations and can serve as evidence in the event of disputes. Furthermore, Babysits offers an earnings protection mechanism for services booked directly through the platform, requiring pre-payment by clients. This system shields workers from non-paying clients – an issue that remains widespread in domestic care services. Nonetheless, several workers noted that, despite these features, working through Babysits still feels very similar to informal employment. As explained by one of our respondents:

“Babysits doesn’t really affect anything [with regards to support, relationship with clients, problems at work], to be honest. I feel like Babysits is just the app to get you to the person. But after you now build a relationship with the family, Babysits doesn’t even matter unless you’re now looking for a new job or something.”

While the Fairwork Poland team acknowledges that domestic care services in Poland are commonly provided within the grey economy, platform's management should be encouraged to take more active steps to improve and protect the working conditions of babysitters.



PLATFORM IN FOCUS:

Pyszne.pl/Just Eat Takeaway

Pyszne.pl/Just Eat Takeaway is a large international food delivery platform employing around 4000 couriers in Poland.²⁴

Principle	First Point	Second Point	Total
 Fair Pay	1 Ensures workers earn at least the local minimum wage after costs	1 Ensures workers earn at least a local living wage after costs	2
 Fair Conditions	1 Mitigates task-specific risks	 Ensures safe working conditions and a safety net	1
 Fair Contracts	1 Provides clear and transparent terms and conditions	1 Ensures that no unfair contract terms are imposed	2
 Fair Management	1 Provides due process for decisions affecting workers	1 Provides equity in the management process	2
 Fair Representation	1 Assures freedom of association and the expression of worker voice	 Supports democratic governance	1

Pyszne.pl/Just Eat Takeaway's
total score



In Poland, the platform operates under the brand *Pyszne.pl*. Established in 2010 in Wrocław, *Pyszne.pl* initially functioned as a food ordering platform. In 2014, it became part of the Netherlands-based Takeaway group, which later merged with Just Eat in 2020. In February 2025, Just Eat Takeaway was acquired by the Dutch investment firm Prosus, which also holds a partial stake in Delivery Hero – the parent company of Glovo.

Internationally, Just Eat Takeaway has long been recognised for its relatively distinct approach to worker management. Unlike many other platforms, it has offered more standard forms of employment, in some countries through direct employment contracts, and has engaged in collective bargaining with trade unions.²⁵ Recently, however, the company has shifted towards a model more closely resembling that of its competitors, particularly in countries such as Germany²⁶ and Austria²⁷, where it has adopted a more adversarial stance towards workers.²⁸

IN POLAND, PYSZNE.PL/ JUST EAT TAKEAWAY CONTINUES TO OPERATE IN A DISTINCTIVE MANNER COMPARED TO OTHER FOOD DELIVERY PLATFORMS.

Couriers are hired either directly or through temporary work agencies under contracts for mandate and are paid at least the statutory hourly minimum rate. In addition, they receive compensation for the use of their own vehicles, mobile phones, and work clothing. As a result, couriers working a sufficient number of hours earn above the minimum wage, and those working on a full-time equivalent basis typically receive a living wage.

The platform provides occupational health and safety (OSH) training to work-

ers as part of its onboarding process. New couriers conduct test deliveries under the supervision of fleet captains, who familiarise them with OSH risks and safe delivery practices. In several cities, Takeaway also operates hubs where workers can rest and recover between shifts. Couriers receive protective equipment and delivery bags free of charge.

Because workers are paid by the hour and receive at least the statutory minimum wage, there is limited incentive to engage in risky behaviour to earn a sustainable income. However, sickness insurance remains voluntary for many workers employed under civil law contracts. Unlike workers on other platforms who are hired through combined civil law and rental contract arrangements, those at *Pyszne.pl* / Just Eat Takeaway who choose to contribute to sickness insurance are entitled to full sickness benefits without reductions.

The contracts are clear and comprehensive, and data protection policy is adequate. Any significant change to employment conditions requires renegotiation of the civil law contract. Contracts do not contain clauses that override or conflict with applicable legal frameworks. When work is mediated through temporary work agencies, couriers are treated equivalently to those hired directly by the platform and receive identical contractual terms. Algorithms are used to support workforce management, but their deployment is limited; coordinators and dispatchers also play an active role in task allocation. The general functioning of the algorithm is explained to couriers.

The company also maintains a well-developed and responsive support system. Workers can seek assistance from dispatchers during shifts and contact coordinators or senior management when needed. No evidence of workers facing adverse treatment for raising concerns was found. The platform has a clear anti-discrimination policy, engages in diversi-

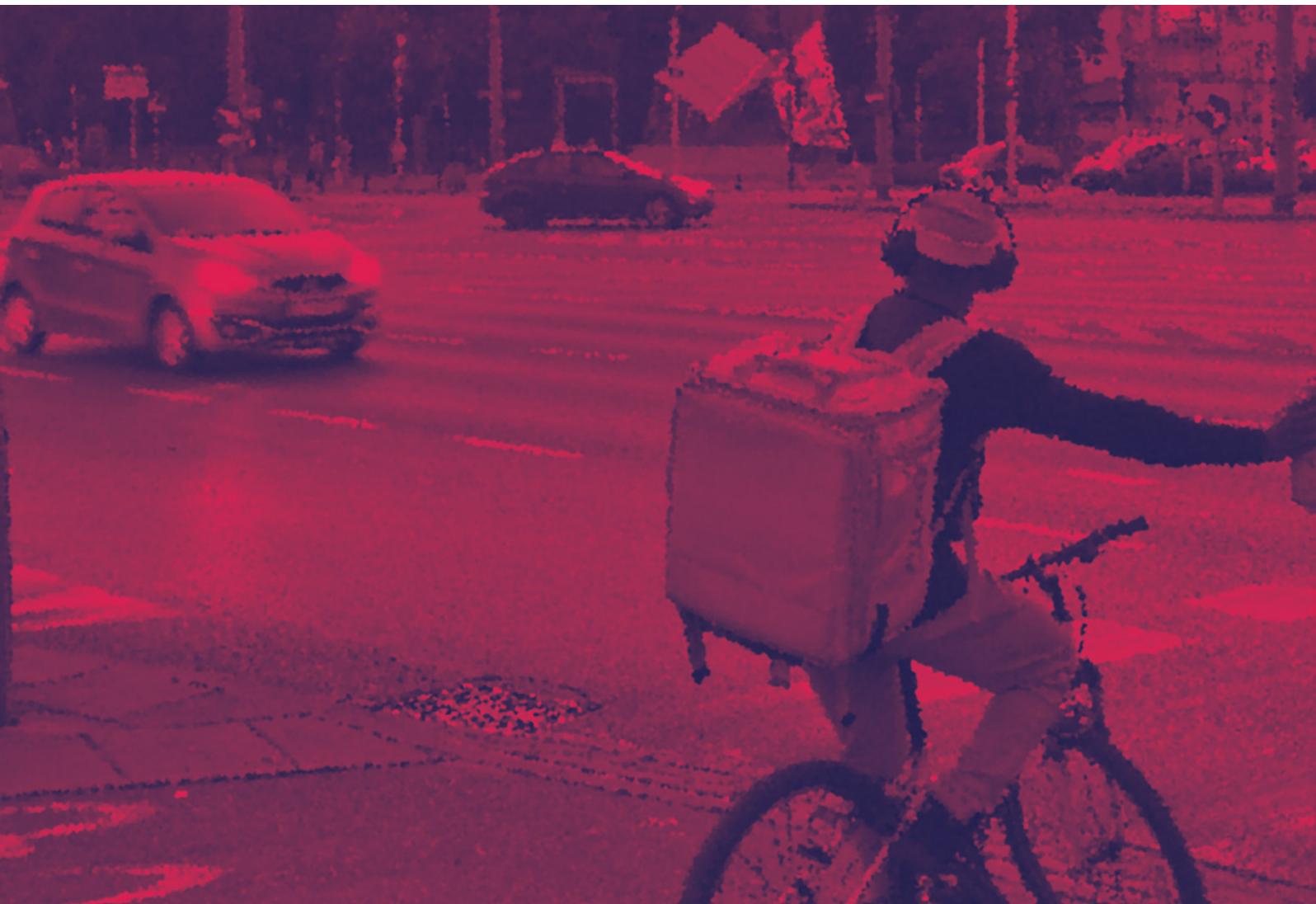
ty, equity, and inclusion (DEI) initiatives, and provided evidence of training programmes for restaurant partners to raise awareness of potential discriminatory practices.

The platform continues to recognise and engage with the trade union affiliated with *Konfederacja Pracy/OPZZ*. In the 2024 assessment, the Fairwork Poland team acknowledged the company's efforts to incorporate several demands raised by worker representatives. However, in the 2025 evaluation, there is limited evidence of sustained collaboration with the union sufficient to demonstrate that workers play a meaningful role in the platform's governance. The company appears to have adopted a more cautious and selective approach toward accommodating workers' demands. This in particular concerns a new mode of calculation of compensation bonuses which was introduced against the expectations of the workers

and the trade union.

Despite having received 8 points out of 10 workers identified several ongoing concerns. While earnings generally align with statutory minimums, recent changes to the calculation method for vehicle-use compensation have reduced transparency. Previously, workers received fixed delivery fees differentiated by mode of transport. Under the new system, compensation is determined algorithmically based on the distance covered per delivery. Workers report that this approach is more opaque and difficult to verify. However, algorithmically determined vehicle compensation does not result in earnings falling below the statutory minimum wage and the living wage, hence points 1.1 and 1.2. are still awarded.

In addition, workers expressed a desire for greater openness from management and a stronger commitment to genuine collaboration with the trade union.



WORKERS IN FOCUS:

Workers' Stories

Tomek*, male food delivery courier at Glovo

Tomek is a 22-year-old food delivery courier from a small town near Kraków. After losing his previous job in the hospitality sector, he decided to start working for Glovo, as employment opportunities for people without higher education were scarce in his area. He found the job through an advertisement posted by a fleet partner. Importantly, Tomek is not a student, and courier work for Glovo is his only source of income.

To start working, Tomek signed a contract with an intermediary. Like most workers, he holds a contract for mandate specifying a nominal remuneration

of 200 PLN, alongside a lease agreement under which he formally lends his car to the intermediary. In practice, his actual earnings are settled as “rent” under the lease contract. Each month, he pays the intermediary between 140 and 300 PLN for handling his taxes and social security contributions – a substantial expense for him. By contrast, fuel and maintenance costs remain relatively manageable, because he invested in a highly fuel-efficient vehicle. Tomek is satisfied that he works under a civil law contract rather than running his own business, explaining:

“Some people in my town registered businesses and worked with Glovo on B2B contracts – they leased cars and did well for a while. But now, it’s very hard to make a living with Glovo. In smaller towns, I’d say it’s impossible to live off this work”.

Tomek faces significant difficulties in cases of sickness or accidents. Legally, as a civil law contractor, he is covered by compulsory accident insurance. However, the benefit he would receive in case of injury would be minimal, since his contract for mandate lists a low lump sum – with the bulk of his actual remuneration being paid through the lease agreement. Although he could voluntarily pay for sickness insurance, he has chosen not to, as the benefit would again be negligible for the same reason.

In the absence of effective social protection, Tomek relies on his own savings to cover potential income losses. After a non-work-related accident, he was forced to continue working despite being unfit, as

he had no paid sick leave. While his injury did not lead to long-term consequences, he wonders what would happen in case of a more serious accident. His modest savings – meant as a safety net – are frequently depleted by basic needs and holidays, since neither the platform nor the intermediary provides paid leave.

Although Tomek speaks about the lack of social protection in a calm, matter-of-fact way, he recognizes that this is a widespread issue among young workers, many of whom enter the labour market through civil law contracts. As he puts it, “young people are not allowed to be sick.”

What frustrates him more deeply, however, are recent changes in Glovo’s pay structure and algorithmic transparen-

cy. Previously, Glovo offered guaranteed hourly rates for specific time slots, ensuring a minimum income for couriers logged into the app. The app also displayed how pay was calculated – factoring in distance, demand multipliers, and weather conditions – which gave workers at least some predictability. Recently, Tomek mentions that Glovo removed both the guaranteed

rates and the pay calculation breakdown. Couriers now have no insight into how their earnings are determined. Tomek notes that he sometimes delivers the exact same order to the same customer from the same restaurant but receives noticeably different pay each time. He would like Glovo to return to its previous, more transparent and predictable system.

“A major improvement would be to reintroduce guaranteed rates – as we had in the past in some cities before they were withdrawn. It made a real difference; you could wait in a restaurant, but your rate was still guaranteed. We also had transparent pay – we knew exactly why we were earning a certain amount. Now, rates have fallen by about 30%. I’d also like to see better support in cases of collisions, accidents, and similar situations”.

Tomek is aware of various protests and collective actions undertaken by platform workers but doubts their effectiveness. In his view “the only real option is to have some support from the state, through proper legal regulation – but we can see that the government is not particularly eager to act”. Like many couriers, Tomek holds an ambivalent stance toward the

EU Platform Work Directive. He believes that platforms are “already finding ways to circumvent it” and remains uncertain whether he would personally prefer an employment contract. Nonetheless, he expresses a clear wish for greater transparency in pay calculations and for access to proper accident and sickness insurance coverage.

Adam*, male driver for Bolt and Uber

Adam is a 45-year-old driver from Gdańsk who works simultaneously for Bolt and Uber. He began platform work recently to supplement his income after being reduced to part-time employment in his primary job. He uses his own vehicle and bears all associated maintenance costs. Like many other drivers, Adam has a 200 PLN civil law contract for mandate and a lease agreement with an intermediary, through which his effective remuneration is settled.

For Adam, platform work has been marked by numerous unwelcome surprises. He received no occupational health and safety training – neither from the platforms nor from the intermediary –

and regularly encounters intoxicated or aggressive passengers, as well as hazardous situations such as transporting unrestrained dogs. Since rides involving animals are priced higher, many clients deliberately select regular ride categories and attempt to bring pets regardless, creating both safety and hygiene risks.

Although both platforms offer customer support, drivers must first navigate ineffective automated chatbots before reaching a human representative. Frustrated by this, Adam has learned to manage risks independently. He has developed his own “code of conduct,” refusing service to passengers who appear to be heavily intoxicated or who attempt to travel with

animals without selecting the appropriate ride option. He also installed a dash camera to record incidents and protect himself against disputes.

Adam is critical of the contractual arrangements imposed by intermediaries,

which he describes as “tax optimisation schemes.” He notes that these structures deprive workers of meaningful social protection, as insurance and sickness benefits are calculated on the artificially low remuneration stated in the civil law contract:

“On online forums, people often ask whether they can go on sick leave. And the answer is: yes, of course—but you won’t get anything”.

Adam does not consider ride-hailing work profitable and plans to leave the sector, stating that “the only advantage of this job is flexibility; the rest is not financially attractive” as the job “barely reaches the minimum wage”. He looks cautiously forward to the transposition of the Platform Work Directive, hoping for the regulation

of his employment status, higher and more transparent pay rates, as well as platform contributions to drivers’ insurance costs, which currently represent a major financial burden.

**Names and some details changed to protect worker identity.*



THEME IN FOCUS:

Safety, health, and social security in platform work

Safety and health challenges associated with platform work

Platform work in Poland is concentrated in sectors that are inherently exposed to occupational safety and health (OSH) risks, such as ride-hailing and food delivery. Domestic care work, while different in nature, also presents specific risks due to the unregulated character of private households as workplaces and the often ambiguous status of babysitters.²⁹ Across these sectors, workers report a range of physical, psychological, and social risks associated with platform-mediated labour.

First, many workers highlight the physical danger of accidents and injuries. One courier described platform work as “an extremely dangerous job,” recounting several instances in which he narrowly avoid-

ed serious harm. The risk is particularly acute for couriers working on bicycles or scooters. Although quantitative data are not yet available for Poland, international studies indicate that over 20% of food delivery workers have suffered work-related injuries.³⁰

A second major category of risk stems from clients. Numerous interviewees shared experiences of verbal or physical aggression from customers. Ride-hailing drivers, in particular, reported frequent encounters with intoxicated or violent passengers, while babysitters described inappropriate behaviour and, in some cases, sexual harassment. While Polish data are lacking, evidence from other countries – such as a New York study in which one in five food delivery workers reported being assaulted, as well as Fairwork re-



ports from Brazil, Philippines, South Africa, and the United States³¹ – suggests that such risks are widespread.

Platform work also entails elevated psychosocial risks.³² Constant digital monitoring and algorithmic evaluation foster feelings of surveillance, low autonomy, and heightened anxiety.³³ These pressures are compounded by income instability, unclear contractual status, and the isolating nature of the work. The combination of algorithmic control and economic precarity results in higher stress levels than in comparable traditional employment settings.

Several structural factors intensify these risks relative to conventional employment, even within similar sectors such as logistics and transport.

FIRST, AS SHOWN IN OUR REPORT, MOST PLATFORMS PROVIDE MINIMAL OHS INSTRUCTION. WHILE SOME OFFER BRIEF APP-BASED TUTORIALS, THESE ARE TYPICALLY SUPERFICIAL AND FAIL TO EQUIP WORKERS WITH THE KNOWLEDGE NEEDED TO MANAGE REAL-WORLD HAZARDS.

Secondly, workers frequently report that platforms either fail to supply adequate equipment or require workers to purchase it themselves. Given the low earnings, many choose cheaper or insufficient equipment, increasing exposure to risks.³⁴ Unlike traditional employees, platform workers are generally expected to cover all work-related costs – including vehicle maintenance, fuel, and insurance – which can push their net income below the statutory minimum.

Third, many workers face barriers when seeking help. Platforms commonly employ automated, “bot-gated” support systems that discourage workers from reporting incidents or hazards. As a result, workers often rely on informal peer networks and online forums for advice and assistance.

Fourth, algorithmic systems for rate calculation and performance monitoring intensify risk-taking behaviours. Piece-rate pay incentivizes workers to work faster – often at the expense of safety – and to accept jobs during adverse weather conditions, when bonuses are offered. Workers frequently describe feeling pressured to take unsafe actions to maintain high ratings or avoid deactivation.

Finally, these risks are amplified by the demographic profile of platform workers, who are disproportionately young or migrant. Such workers often have limited knowledge of their rights and lack access to institutional support, making them more vulnerable to exploitation and occupational hazards.

Social protection of platform workers

Social security coverage for platform workers in Poland is highly complex, shaped by the opacity of employment relations in platform work and by specific exclusions embedded within the general regulatory framework. In practice, platform workers face constrained access to social protection, though the nature and extent of this exclusion vary across groups.

Firstly, some workers are excluded from social protection due to the absence of formal, written contracts within platform work. This is particularly evident among babysitters in our study – none of whom had signed a written contract with their clients. Reports also suggest that some ride-hailing and food delivery workers also operate without written

agreements.³⁵ Kowalik, Lewandowski, and Kaczmarczyk estimated that approximately 18% of ride-hailing and food delivery workers in Poland worked informally in 2022.³⁶ The situation may have improved somewhat following the 2024 introduction of mandatory driver verification, as none of the workers in ride hailing and food delivery that were interviewed reported working without a contract. Workers without formal contracts are excluded from both social security and public healthcare coverage – though some, particularly students, retain access to healthcare through student insurance.

Secondly, most of the ride-hailing and food delivery workers – those working under a combination of civil law contracts for mandate and lease agreements – face limited access to pension, disability, and accident insurance. Social security contributions are paid solely on the basis of the contract for mandate, which typically

stipulates a nominal and low remuneration (200 PLN). Consequently, any benefits paid in the event of illness, accident, or disability are extremely low, to the point where workers perceive them as meaningless. This arrangement also contributes to a heightened risk of old-age poverty, as contributions credited to individual pension accounts remain negligible. The problem mirrors, but is significantly more acute than, that faced by self-employed workers in Poland, who are themselves exposed to elevated risks of pension poverty.³⁷

Thirdly, all platform workers – including students under 26 – are covered by voluntary sickness insurance. Given their low and unstable earnings, very few workers opt in, also because potential benefits are minimal due to artificially lowered declared incomes under contracts for mandate. As one food delivery courier put it:

“Yes, in theory, I can apply and be covered by sickness insurance. But what for? How much will I receive? Several dozen zlotys.”

Fourth, students under 26 occupy a particularly precarious position. In addition to voluntary sickness insurance, their coverage for pension and disability insurance is also voluntary. In our sample, none of the student workers opted to be

covered. Moreover, students under 26 are excluded from public accident insurance and cannot opt in voluntarily. While they may purchase private accident insurance, this occurs only rarely given their generally low incomes. As one student explained:

“We students don’t have any accident insurance. When we have an accident and can’t work, we have nothing to eat.”

Claiming benefits is often a complex and lengthy process for platform workers, largely due to the fragmented and opaque regulatory arrangements governing platform work. This was vividly illustrated by the case of a food delivery courier who suffered an accident in 2021 that left her with

a permanent injury that luckily does not impact on her ability to work. Although she was employed directly on a civil law contract with the platform and covered by the Social Security Institution (ZUS), administrative errors on the part of the platform significantly delayed her compensation:

“At the time, I was employed directly on a civil law contract with the platform and had insurance from ZUS. But then there were major problems – well, theoretically, there weren’t any problems, except that when the platform was supposed to send the application and the documents I brought them, they claimed they had done so, but they hadn’t. I kept waiting for a response from ZUS, and time went by. It turned out they never sent the application after all. So now, in 2024, I had to gather all those documents again, visit doctors to obtain certificates confirming the completion of treatment, and only after several visits could I resubmit everything. This time the platform finally sent the documents. The whole process lasted until 2024.”

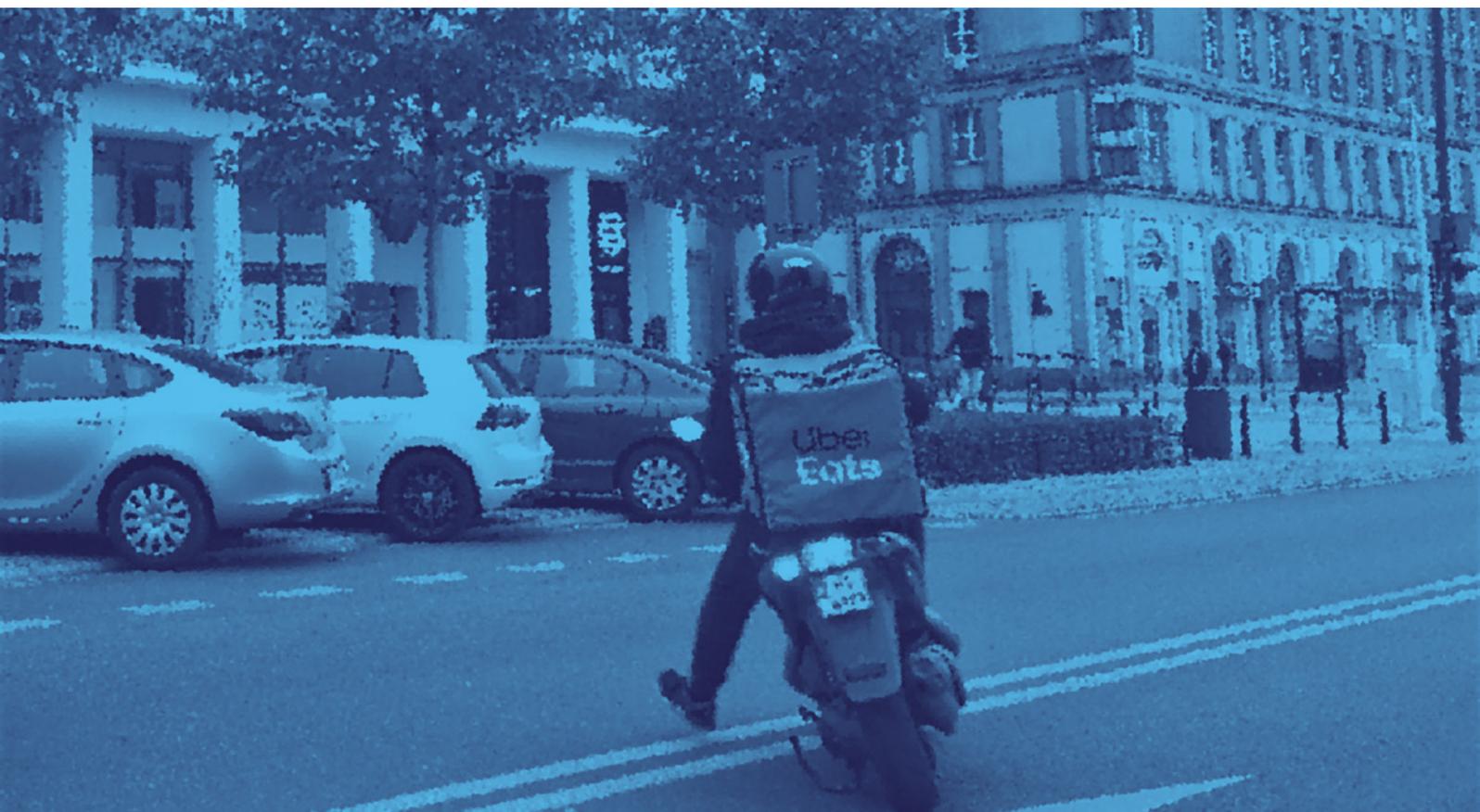
This case exemplifies the administrative burden and institutional confusion that platform workers often face when navigating benefit claims, particularly when platforms fail to meet their procedural obligations.

Finally, platform workers remain excluded from several key protections that are fundamental to occupational health and safety. These include limits on working time, mandatory rest periods, and entitlement to paid annual leave. As a result, workers may work excessive hours without adequate recovery, contributing

to chronic fatigue, stress, and heightened health risks.

Social protection and the forthcoming Platform Work Directive

The EU Directive on Platform Work does not directly regulate social protection. Its approach relies on the presumption of an employment relationship for misclassified workers who are intended to be covered as employees, while genuinely



self-employed individuals are expected to benefit from measures outlined in the EU Council Recommendation of 8 November 2019, which calls on Member States to ensure the formal and effective coverage, adequacy, and transparency of social protection schemes for all workers and the self-employed.³⁸

The practical implementation of this approach in Poland poses several challenges. Sole proprietors (self-employed individuals with registered businesses) working through platforms generally enjoy effective social protection, as their social security contributions are calculated on a flat-rate basis corresponding to at least 60% of the projected average monthly wage. In contrast, civil law contractors in platform work have much more limited coverage, primarily due to the fact that remuneration stipulated in contracts of mandate does not represent a totality of their earnings, as the wages are effectively channelled through rental agreements. Moreover, these workers are often excluded from, or only partially included in, several branches of the social security system, as outlined earlier.

Ensuring effective social protection in platform work requires recognition of its distinct characteristics. These include heightened occupational health and safety risks, income instability that increases workers' vulnerability, and the algorithmic

management systems that make working conditions more fragmented. Consequently, a more extensive and robust system of protection appears necessary to address these challenges adequately. This supports the case for a broader use of employment contracts within platform work.

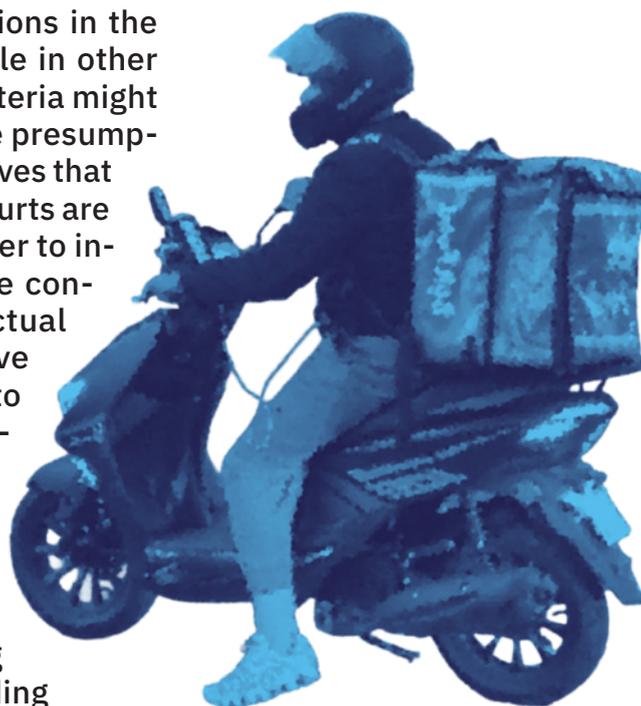
Nevertheless, it is acknowledged that policymakers may choose to retain civil law contracting as an option. In that context, the following policy measures should be considered:

Option 1. Proper reclassification of platform workers

The first option assumes a broad presumption of an employment relationship, which would effectively limit the use of non-standard forms of employment within platform work. It should be noted that the Directive itself does not fully clarify the exact scope of this presumption, mentioning that relationships “shall be legally presumed to be an employment relationship where facts indicating direction and control according to national law, collective agreements or practice in force in the Member States and with consideration to the case-law of the Court of Justice, are found” – a concern that has been raised, for example,



by employers during discussions in the Social Dialogue Council. While in other contexts having indicative criteria might lead to a circumvention of the presumption,³⁹ the Fairwork team believes that in the Polish context where courts are generally not particularly eager to intervene in how parties to the contract structure their contractual relationship⁴⁰, such indicative criteria might be necessary to further specify the presumption. Such can be based upon the list proposed in the European Commission's 2021 draft Directive.⁴¹ The Commission's proposal included criteria such as: determining remuneration; imposing binding rules of conduct toward clients or regarding the performance of work; supervising performance or verifying work quality; effectively restricting the worker's freedom to organise tasks or refuse assignments; and limiting the ability to build an independent client base. The presence of one or two of such criteria would trigger the presumption of an employment relationship.



While many platform workers express concern that employment contracts could increase costs, potentially lower their net income and reduce flexibility, others acknowledge that typical platform work offers little more than the minimum wage while leaving workers without essential protections. As one respondent put it:

“Labour code contracts are more secure from every point of view. Plus, you have paid leave and so on. With contracts for mandate, rental agreements, or contracts for specific tasks, you don’t have this option. And there’s the issue with accidents as well. So that’s my opinion – all platform companies should hire under Labour Code contracts.”

Importantly, proper reclassification of platform workers would also extend social security coverage to students under 26, who are currently excluded due to the exemption of civil law contracts from social security contributions. However, this measure may face resistance among students themselves, as it would effectively increase their social security contributions and lower their immediate disposable income.

Option 2. Proper use of contracts for mandate

If Polish policymakers decide to maintain the use of civil law contracts within platform work, it is essential to ensure that contracts for mandate are applied properly and do not undermine existing labour regulations. This would require eliminating the current practice of combining

contracts for mandate with rental agreements – a widespread arrangement that deprives workers of statutory hourly minimum wage protection and significantly reduces their social security contributions (for those who are not students under 26). This combination also renders accident and sickness insurance practically ineffective in platform work.

It is worth noting that such a reform would not substantially alter the situation of social security protection of students under 26, as they remain exempt from social security contributions and generally do not pay them. However, this would improve income stability by ensuring effective enforcement of the statutory minimum hourly wage regulations.

Addressing students' social security coverage

There is a serious gap in the social protection of platform workers who are students under 26 and hired under civil law contracts in Poland. Under the current

legal framework, these individuals benefit from a privileged tax and contribution status – they are exempt from income tax and social security contributions. While this may seem advantageous in the short term, it leaves them vulnerable in cases of sickness or accidents and prevents them from accumulating pension entitlements.

Although the detailed design of a solution lies beyond the scope of this report, one potential approach would be to make social security coverage compulsory for students under 26 working on civil law contracts, with contribution rates gradually increasing each year until they reach the age of 26. This gradual model would also soften the abrupt financial impact that currently occurs when individuals turn 26 and suddenly face full social security and income tax deductions, leading to a sharp drop in net earnings.

Ideally, these reduced contributions could be supplemented by top-ups from the Social Security Fund to ensure full coverage. However, given the current financial imbalances within the Fund, such an approach may not be feasible in practice.



MOVING FORWARD:

Pathways of Change

Fairwork's theory of change relies on a humanist belief in the power of empathy and knowledge. If they have the economic means to choose, many consumers will be discerning about the platform services they use. Our yearly ratings give consumers the ability to choose the highest scoring platform operating in a sector, thus contributing to pressure on platforms to improve their working conditions and their scores. In this way, we leverage consumer solidarity with workers' allies in the fight for fairer working conditions. Beyond individual consumer choices, our scores can help inform the procurement, investment and partnership policies of large organisations. They can serve as a reference for institutions and companies who want to ensure

they are supporting fair labour practices.

This is the second annual round of Fairwork ratings for Poland. In this regard, we see four pathways to change (Figure 2).

Our first and most direct pathway to improving working conditions in digital labour platforms is by engaging directly with platforms operating in Poland. As noted before, we have not however seen any substantial actions from the platforms as they seem to adopt a wait-and-see approach in the context of forthcoming Platform Work Directive transposition process.

We also engage with policy makers and government to advocate for extending appropriate legal protections to all platform workers, irrespective of their legal classification. Over the past year, we have

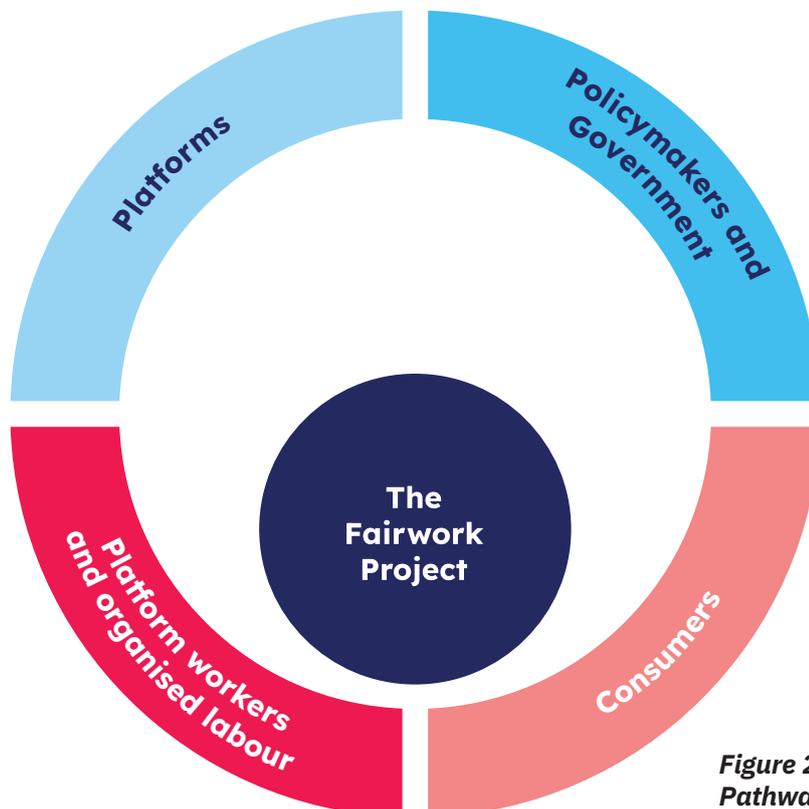
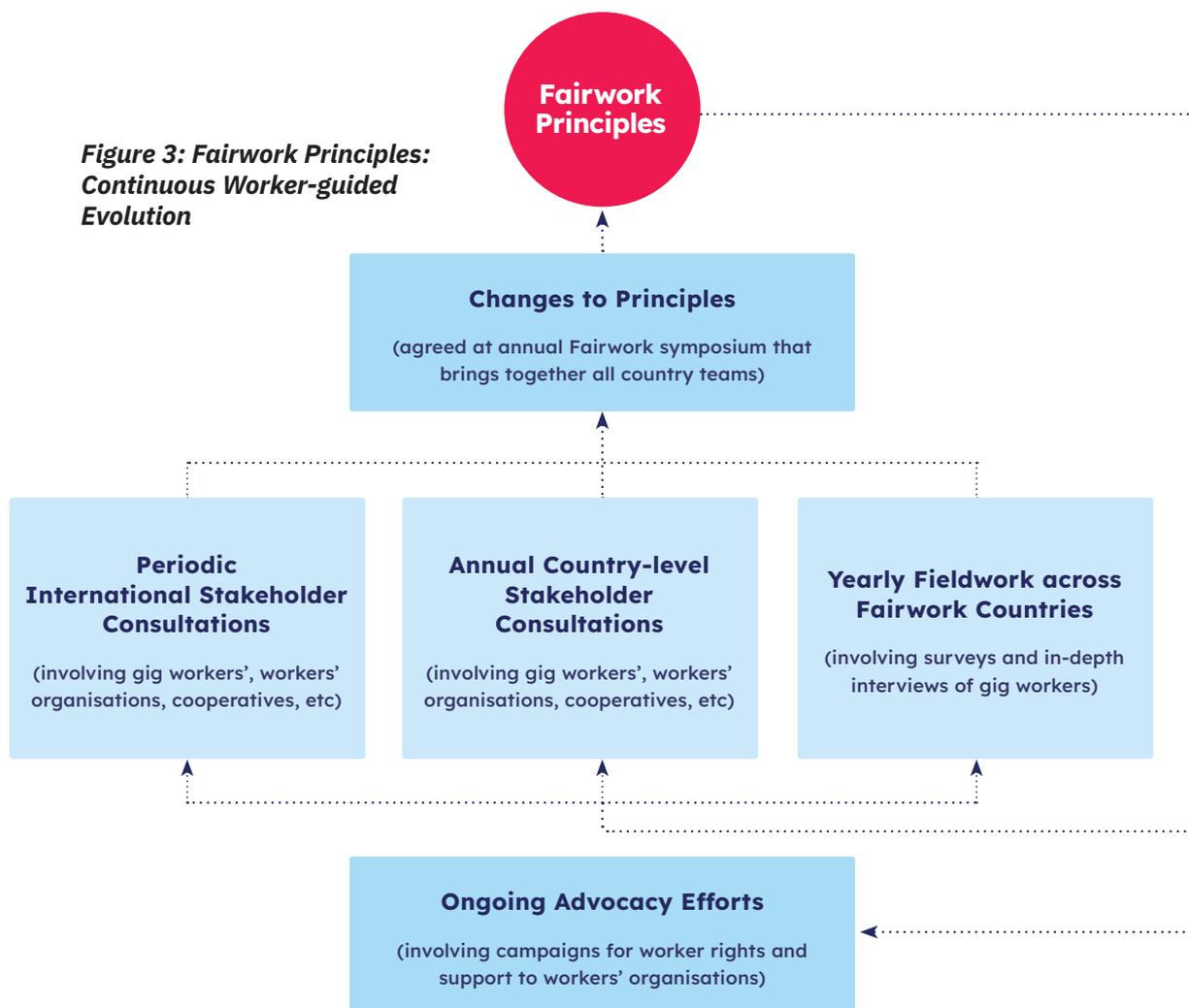


Figure 2: Fairwork's Pathways to Change



participated in the meetings of the Social Dialogue Council where we presented the findings of the Fairwork Poland 2024 report and our approach to implementation of the obligations of the Platform Work Directive. We hope to be further involved in the process of transposition which is accelerating as the transposition date is approaching.

Finally, and most importantly, workers and their organisations are at the core of Fairwork's model. We remain in contact with both trade unions operating in the Polish platform economy, as well as with informal organizations of workers, and support their efforts to improve working conditions within platform work.

There is nothing inevitable about poor working conditions in the platform econ-

omy. Despite their claims to the contrary, platforms have substantial control over the nature of the jobs that they mediate. Workers who find their jobs through platforms are ultimately workers, and there is no basis for denying them the key rights and protections that their counterparts in the formal sector have long enjoyed. Fairwork Poland scores show that the platform economy, as we know it today, already takes many forms, with some platforms displaying greater concern for workers' needs than others. This means that we do not accept low pay, poor conditions, inequity, and a lack of agency and voice as the norm. We hope that our work – by highlighting the contours of today's platform economy – paints a picture of what it could become.

The Fairwork Pledge

As part of this process of change, we have introduced the Fairwork pledge. This pledge leverages the power of organisations' procurement, investment, and partnership policies to support fairer platform work. Organisations like universities, schools, businesses, and charities who make use of platform labour can make a difference by supporting the best labour practices, guided by our five principles of fair work. Organisations who sign the pledge get to display our badge on company organisational materials.

The pledge constitutes two levels. This first is as an official Fairwork Supporter, which entails publicly demonstrating support for fairer platform work, and making resources available to staff and members to help them in deciding which platforms to engage with. A second level of the pledge entails organisations committing to concrete and meaningful changes in their own practices as official Fairwork Partners, for example by committing to using better-rated platforms where there is a choice.



MORE INFORMATION ON THE PLEDGE, AND HOW TO SIGN UP, IS AVAILABLE AT

fair.work/pledge



APPENDIX I:

Fairwork Scoring System

Which companies are covered by the Fairwork principles?

The ILO defines a “digital labour platform” as an enterprise that mediates and facilitates “labour exchange between different users, such as businesses, workers and consumers”.⁴² That includes digital labour “marketplaces” where “businesses set up the tasks and requirements and the platforms match these to a global pool of workers who can complete the tasks within the specified time”.⁴³ Marketplaces that do not facilitate labour exchanges – for example, Airbnb (which matches owners of accommodation with those seeking to rent short term accommodation) and eBay (which matches buyers and sellers of goods) are obviously excluded from the definition. The ILO’s definition of “digital labour platform” is widely accepted and includes many different business models.⁴⁴

**FAIRWORK’S RESEARCH
COVERS DIGITAL LABOUR
PLATFORMS THAT FALL WITHIN
THIS DEFINITION THAT AIM TO
CONNECT INDIVIDUAL SERVICE
PROVIDERS WITH CONSUMERS
OF THE SERVICE THROUGH THE
PLATFORM INTERFACE.**

Fairwork’s research does not cover platforms that mediate offers of employment between individuals and employers (whether on a long-term or on a temporary basis).

Fairwork distinguishes between two types of these platforms. The first, is ‘geographically tethered’ platforms where the work is required to be done in a particular location such as delivering food from a restaurant to an apartment, driving a person from one part of town to another or cleaning. These are often referred to as ‘gig work platforms’. The second is ‘cloudwork’ platforms where the work can, in theory, be performed from any location via the internet.

The thresholds for meeting each principle are different for location-based and cloudwork platforms because location-based work platforms can be benchmarked against local market factors, risks/harms, and regulations that apply in that country, whereas cloudwork platforms cannot because (by their nature) the work can be performed from anywhere and so different market factors, risks/harms, and regulations apply depending on where the work is performed.

The platforms covered by Fairwork’s research have different business, revenue and governance models including employment-based, subcontractor, commission-based, franchise, piece-rate, shift-based, subscription models. Some of those models involve the platforms making direct payments to workers (including through sub-contractors).

How does the scoring system work?

The five Principles of Fairwork were developed through an extensive literature review of published research on job quality, stakeholder meetings at UNCTAD and the ILO in Geneva (involving platform operators, policymakers, trade unions, and academics), and in-country meetings with local stakeholders.

Each Fairwork Principle is divided into two points. Accordingly, for each Principle, the scoring system allows the first to be awarded corresponding to the first threshold, and an additional second point to be awarded corresponding to the second threshold (see Table 1). The second point under each Principle can only be awarded if the first point for that Principle has been awarded. The thresholds specify the evidence required for a platform to receive a given point. Where no verifiable evidence

is available that meets a given threshold, the platform is not awarded that point.

A platform can therefore receive a maximum Fairwork score of 10 points. Fairwork scores are updated on a yearly basis; the scores presented in this report were derived from data pertaining to the eleven months between November 2024 and September 2025 and are valid until November 2026.

Principle 1: Fair Pay

1.1 – Ensures workers earn at least the local minimum wage after costs (one point)

Platform workers often have substantial work-related costs to cover, such as transport between jobs, supplies, or fuel, insurance, and maintenance on a vehicle.⁴⁵ Workers' costs sometimes mean their take-home earnings may fall below the local minimum wage.⁴⁶ Workers also absorb

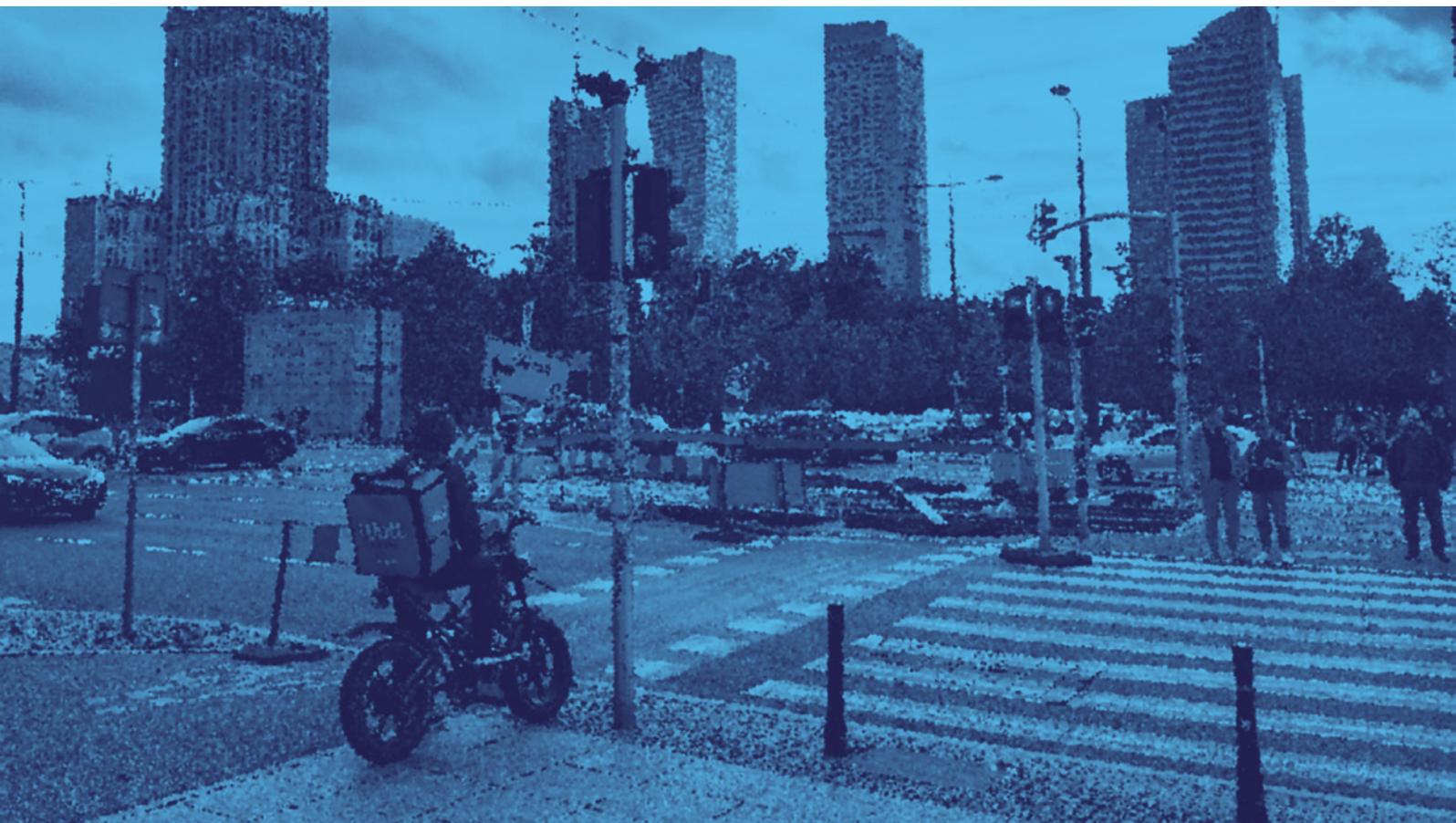


Table 1: Fairwork Scoring System

Principle	First Point	Second Point	Total
 Fair Pay	1 Ensures workers earn at least the local minimum wage after costs	1 Ensures workers earn at least a local living wage after costs	2
 Fair Conditions	1 Mitigates task-specific risks	1 Ensures safe working conditions and a safety net	2
 Fair Contracts	1 Provides clear and transparent terms and conditions	1 Ensures that no unfair contract terms are imposed	2
 Fair Management	1 Provides due process for decisions affecting workers	1 Provides equity in the management process	2
 Fair Representation	1 Assures freedom of association and the expression of worker voice	1 Supports democratic governance	2

Maximum possible Fairwork Score:



the costs of extra time commitment, when they spend time waiting or travelling between jobs, or other unpaid activities necessary for their work, such as mandatory training, which are also considered active hours.⁴⁷ To achieve this point platforms must ensure that work-related costs do not push workers below local minimum wage.

The platform takes appropriate steps to ensure both of the following:

- Payment must be on time and in-full.
- Workers earn at least the local minimum wage, or the wage set by collective sectoral agreement (whichever is higher) in the place where they work, in their active hours, after costs.⁴⁸

1.2 – Ensures workers earn at least a local living wage after costs (one additional point)

In some places, the minimum wage is not enough to allow workers to afford a basic but decent standard of living. To achieve this point platforms must ensure that work-related costs do not push workers below local living wage. The platform takes appropriate steps to ensure the following:

- Workers earn at least a local living wage, or the wage set by collective sectoral agreement (whichever is higher) in the place where they work, in their active hours, after costs.⁴⁹⁵⁰

Principle 2: Fair Conditions

2.1 – Mitigates task-specific risks (one point)

Platform workers may encounter a number of risks in the course of their work, including accidents and injuries, harmful materials, and crime and violence. To achieve this point platforms must show that they are aware of these risks and take basic steps to mitigate them.

The platform must satisfy the following:

- Adequate equipment and training are provided to protect workers' health and safety from task-specific risks.⁵¹ These should be implemented at no additional cost to the worker.
- The platform mitigates the risks of lone working by providing adequate support and designing processes with occupational safety and health in mind.
- Platforms take meaningful steps to ensure that workers do not suffer significant costs as a result of accident, injury or disease resulting from work.

2.2 – Ensures safe working conditions and a safety net (one additional point)

Platform workers are vulnerable to the possibility of abruptly losing their income as the result of unexpected or external circumstances, such as, for example, sickness, or parenthood. Most countries provide a social safety net to ensure workers don't experience sudden poverty due to circumstances outside their control⁵². However, platform workers usually don't qualify for protections such as sick pay, because of their independent contractor status. In recognition of the fact that most workers are dependent on income they earn from platform work, platforms should ensure that workers are compensated for loss of income due to inability to work. In addition, platforms must minimise the risk of sickness and injury even when all the basic steps have been taken.

The platform must satisfy ALL of the following:

- Platform takes meaningful steps towards the social protection of its workers.
- Where workers are unable to work for an extended period due to unexpected circumstances, their standing on the platform is not negatively impacted.
- The platform implements policies or practices that protect workers' safety from task-specific risks. In particular, the platform should ensure that pay is not structured in a way that incentivizes workers to take excessive levels of risk.

Principle 3: Fair Contracts

3.1 – Provides clear and transparent terms and conditions (one point)

The terms and conditions governing platform work are not always clear and accessible to workers.⁵³ To achieve this point, the platform must demonstrate that workers are able to understand, agree to, and access the conditions of their work at all times and that they have legal recourse if the other party breaches those conditions.

The platform must satisfy ALL of the following:

- The party contracting with the worker must be identified in the contract, and subject to the law of the country/state/region in which the worker works.
- The contract/terms & conditions are presented in full in clear and comprehensible language that all workers could be expected to understand.
- Workers have to sign a contract and/or give informed consent to terms of conditions upon signing up for the platform.
- The contracts/terms and conditions are easily accessible to workers in

paper form, or via the app/platform interface at all times.

- Contracts/terms & conditions do not include clauses that revert prevailing legal frameworks in the respective countries.
- Platforms take adequate, responsible and ethical data protection and management measures, laid out in a documented policy.⁵⁴

3.2 – Ensures that no unfair contract terms are imposed (one additional point)

In some cases, especially under ‘independent contractor’ classifications, workers carry a disproportionate amount of risk for engaging in a contract with the service user. They may be liable for any damage arising in the course of their work, and they may be prevented by unfair clauses from seeking legal redress for grievances. To achieve this point, platforms must demonstrate that risks and liability of engaging in the work is shared between parties.

Regardless of how the contractual status of the worker is classified, the platform must satisfy ALL of the following:

- Every worker is notified of proposed changes in clear and understandable language within a reasonable timeframe before changes come into effect; and the changes should not reverse existing accrued benefits and reasonable expectations on which workers have relied.
- The contract/terms and conditions neither include clauses which exclude liability for negligence nor unreasonably exempt the platform from liability for working conditions. The platform takes appropriate steps to ensure that the contract does not include clauses which prevent workers from effectively seeking redress for grievances which arise from the working relationship.



- In case platform labour is mediated by subcontractors: The platform implements a reliable mechanism to monitor and ensure that the subcontractor is living up to the standards expected from the platform itself regarding working conditions.
- In cases where algorithms are used to determine pricing, bonuses, ratings and/or allocate jobs, the data collected, and calculations used must be transparent and documented in a form available to workers in clear and comprehensible language that all workers could be expected to understand.



other penalties and disciplinary actions. This process is documented in a contract and available on the platform interface.

- In the case of deactivations, the appeals process must be available to workers who no longer have access to the platform.
- Workers are not disadvantaged for voicing concerns or appealing disciplinary actions.

Principle 4: Fair Management

4.1 – Provides due process for decisions affecting workers (one point)

Platform workers can experience arbitrary deactivation; being barred from accessing the platform without explanation, and potentially losing their income. Workers may be subject to other penalties or disciplinary decisions without the ability to contact the service user or the platform to challenge or appeal them if they believe they are unfair. To achieve this point, platforms must demonstrate an avenue for workers to meaningfully appeal disciplinary actions.

The platform must satisfy ALL of the following:

- There is an easily accessible channel for workers to communicate with a human representative of the platform and to effectively solve problems. This channel is documented in the contract and available on the platform interface. Platforms should respond to workers within a reasonable timeframe.
- There is a process for workers to meaningfully and effectively appeal low ratings, non-payment, payment issues, deactivations, and

4.2 – Provides equity in the management process (one additional point)

The majority of platforms do not actively discriminate against particular groups of workers. However, they may inadvertently exacerbate already existing inequalities in their design and management. For example, there is a lot of gender segregation between different types of platform work. To achieve this point, platforms must show not only that they have policies against discrimination, but also that they seek to remove barriers for disadvantaged groups and promote inclusion.

Platforms must satisfy ALL of the following:

- The platform has an effective anti-discrimination policy laying out a clear process for reporting, correcting and penalising discrimination of workers on the platform on grounds such as race, social origin, caste, ethnicity, nationality, gender, sex, gender identity and expression, sexual orientation, disability, religion or belief, age or any other status.⁵⁵

- The platform has measures in place to promote diversity, equality and inclusion on the platform. It takes practical measures to promote equality of opportunity for workers from disadvantaged groups, including reasonable accommodation for pregnancy, disability, and religion or belief.
- Where persons from a disadvantaged group (such as women) are significantly under-represented among a pool of workers, it seeks to identify and remove barriers to access by persons from that group.
- If algorithms are used to determine access to work or remuneration or the type of work and pay scales available to workers seeking to use the platform, these are transparent and do not result in inequitable outcomes for workers from historically or currently disadvantaged groups.
- It has mechanisms to reduce the risk of users discriminating against workers from disadvantaged groups in accessing and carrying out work.
- There is a documented mechanism⁵⁶ for the expression of collective worker voice that allows ALL workers, regardless of employment status, to participate without risks.
- There is a formal, written statement of willingness to recognise, and bargain with, a collective, independent body of workers or trade union, that is clearly communicated to all workers, and available on the platform interface.
- Freedom of association is not inhibited, and workers are not disadvantaged in any way for communicating their concerns, wishes and demands to the platform, or expressing willingness to form independent collective bodies of representation.

5.2 – Supports democratic governance (one additional point)

While rates of organisation remain low, platform workers' associations are emerging in many sectors and countries. We are also seeing a growing number of cooperative worker-owned platforms. To realise fair representation, workers must have a say in the conditions of their work. This could be through a democratically governed cooperative model, a formally recognised union, or the ability to undertake collective bargaining with the platform.

The platform must satisfy at least ONE of the following:

- Workers play a meaningful role in governing it.
- In a written document available at all times on the platform interface, the platform publicly and formally recognises an independent collective body of workers, an elected works council, or trade union. This recognition is not exclusive and, when the legal framework allows, the platform should recognise any significant collective body seeking representation.

Principle 5: Fair Representation

5.1 – Assures freedom of association and the expression of worker voice (one point)

Freedom of association is a fundamental right for all workers, and enshrined in the constitution of the International Labour Organisation, and the Universal Declaration of Human Rights. The right for workers to organise, collectively express their wishes – and importantly – be listened to, is an important prerequisite for fair working conditions. However, rates of organisation amongst platform workers remain low. To achieve this point, platforms must ensure that the conditions are in place to encourage the expression of collective worker voice.

Platforms must satisfy ALL of the following:

APPENDIX II:

Comments from Companies Rated

Prior to publication, all companies rated were given an opportunity to review this report and provide a comment. Below are all of the responses the Fairwork Poland team received from the companies.

Bolt

At Bolt, we are committed to ensuring good and transparent conditions for drivers and couriers across Europe, including in Poland. However, this year's Fairwork report overlooks one of the most important features of platform work: flexibility.

In every survey we conduct, flexibility – the ability to choose when, where, and how much to perform services – is consistently rated as the top reason people choose to engage in the platform economy. For many, particularly students, and caregivers, and migrants, flexibility is not a nice-to-have – it's essential. Without it, this activity would simply not be an option.

The Fairwork scoring framework underrepresents this reality. By focusing narrowly on formal employment-like standards, it risks promoting models that could take away the choice and autonomy that drivers and couriers value most.

We believe drivers and couriers deserve both fair conditions and flexibility. The future of platform work should not be about simply replicating traditional employment, but about raising standards while preserving what works for drivers and couriers themselves. We encourage the Fairwork team to integrate those preferences more explicitly into its methodology to ensure a fuller and more balanced picture of what fairness truly means in the platform economy.

Wolt

Wolt values fair working conditions, transparency, and continuous improvement in the platform economy. The Fairwork evaluation is based on a range of research methods and assessment criteria. While well-intentioned, these do not accurately reflect the complexity and legal restraints of our operational model, which is also a prevalent model in the Poland platform segment. We remain open to constructive dialogue with all stakeholders on how to further strengthen fairness and transparency in platform work. Wolt continues to actively contribute to these efforts through industry-leading initiatives such as our Algorithmic Transparency Report.



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ENDNOTES

- ¹ Fairwork (2024) *Fairwork Poland Ratings 2024: Intermediation Undermining Workers' Rights in the Platform Economy*. Warsaw, Poland; Berlin, Germany; Oxford, United Kingdom.
- ² Duszczyk, M. (2024) *Taksówkowy chaos i dłuższe oczekiwanie. Wylamał się tylko Uber*, Rzeczpospolita, available at: <https://www.rp.pl/transport/art40656411-taksowkowy-chaos-i-dluzsze-oczekiwanie-wylamal-sie-tylko-uber?sfnsn=wa>
- ³ Górski, R. (2024) *Uber interpretuje prawo po swojemu. Kierowcy znaleźli nowy sposób na obchodzenie przepisów*, Gazeta Wyborcza, available at: <https://warszawa.wyborcza.pl/warszawa/7,54420,31123864,uber-w-szarej-strefie-kierowcy-obchodza-prawo-jezdzac-jako.html>
- ⁴ We used the Household Budget Survey (HBS), a representative survey of households in the EU countries, which provides detailed information on household expenditures. Based on this data, we calculated the average monthly expenditures per capita in households in Warsaw (the most expensive city in Poland) for 2024 amounts to 3385 PLN, including mortgage payment for the first house/apartment. Out of all expenditures categories in HBS, we excluded non-recurring taxes and charges, capital expenditures, expenditures on durable equipment related to recreation and culture (which includes boats, planes, RVs, etc.), capital expenditures on vehicles, financial outflows (excluding first house mortgage), current and capital expenditures related to the agricultural holding. Poland's labour market is unique in that the minimum wage is relatively high compared to the median wage, and a considerable share of workers earn the minimum wage. Additionally, full-time employees are rarely reliant on the social welfare system. Therefore, we conclude that the living wage in Poland is around the minimum wage.
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- ⁶ GUS. (2025) *Rynek pracy. Dane za styczeń-wrzesień 2025 r.*, available at: https://ssgk.stat.gov.pl/Rynek_pracy.html; It should be noted that some experts interpret the increase in registered unemployment as a result of changes in the regulations concerning the deregistration of job seekers, rather than a real deterioration in the labour market situation.
- ⁷ GUS. (2025) *Cudzoziemcy wykonujący pracę w Polsce w styczniu w 2025 r.*, available at: <https://stat.gov.pl/statystyki-eksperymentalne/kapital-ludzki/cudzoziemcy-wykonujacy-prace-w-polsce-w-styczniu-w-2025-r-,15,26.html>
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⁴⁵ Work-related costs include direct costs the worker may incur in performing the job. This may include, for instance, transport in between jobs, supplies, vehicle repair and maintenance, fuel, road tolls and vehicle insurance. However, it does not include transport to and from the job (unless in-between tasks) nor taxes, social security contributions or health insurance.

⁴⁶ The ILO defines minimum wage as the “minimum amount of remuneration that an employer is required to pay wage earners for the work performed during a given period, which cannot be reduced by collective agreement or an individual contract.” Minimum wage laws protect workers from unduly low pay and help them attain a minimum standard of living. The ILO’s Minimum Wage Fixing Convention, 1970 C135 sets the conditions and requirements of establishing minimum wages and calls upon all ratifying countries to act in accordance. Minimum wage laws exist in more than 90 per cent of the ILO member states.

⁴⁷ In addition to direct working hours where workers are completing tasks, workers also spend time performing unpaid activities necessary for their work, such as waiting for delivery orders at restaurants and travelling between jobs and undertaking mandatory training (i.e., training activities that must be completed for workers to continue accessing work on the platform). These indirect working hours are also considered part of active hours as workers are giving this time to the platform. Thus, ‘active hours’ are defined as including both direct and indirect working hours.

⁴⁸ In order to evidence this, where the platform is responsible for paying workers the platform must either: (a) have a documented policy that ensures the workers receive at least the local minimum wage after costs in their active hours; or (b) provide summary statistics of transaction and cost.

⁴⁹ To understand how we approached the issue of a “living wage” in Poland, please refer to footnote 4.

⁵⁰ In order to evidence this, where the platform is responsible for paying workers the platform must either: (a) have a documented policy that ensures the workers receive at least the local living wage after costs in their active hours; or (b) provide summary statistics of transaction and cost data evidencing all workers earn a minimum wage after costs.

⁵¹ The ILO recognises health and safety at work as a fundamental right. Where the platform directly engages the worker, the starting point is the ILO’s Occupational Safety and Health Convention, 1981 (C155). This stipulates that employers shall be required “so far as is reasonably practicable, the workplaces, machinery, equipment and processes under their control are safe and without risk to health”, and that “where necessary, adequate protective clothing and protective equipment [should be provided] to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects on health.”

⁵² The ILO’s Social Security (Minimum Standards) Convention, 1952 (No. 102), establishes nine classes of benefit (medical care and benefits in respect of sickness, unemployment, old age, employment injury, family, maternity, invalidity and survivors). Source: <https://webapps.ilo.org/public/english/revue/download/pdf/ghai.pdf>, p.122.

⁵³ The ILO’s Maritime Labour Convention, 2006 (MLC 2006), Reg. 2.1, and the Domestic Workers Convention, 2011 (C189), Articles 7 and 15, serve as helpful guiding examples of adequate provisions in workers’ terms and conditions, as well as worker access to those terms and conditions.

⁵⁴ As stated in international standards, ethical data protection includes aspects such as legitimacy and lawfulness, proportionality, purpose limitation, transparency, data subject’s rights (access, rectification, evaluation, erasure, and portability), and accountability. Also, when using AI, the rights to be informed about it and to have a human interface.

⁵⁵ In accordance with the ILO Convention No. 111 concerning Discrimination in Respect of Employment and Occupation and applicable national law.

⁵⁶ A mechanism for the expression of collective worker voice will allow workers to participate in the setting of agendas so as to be able to table issues that most concern them. This mechanism can be in physical or virtual form (e.g. online meetings) and should involve meaningful interaction (e.g. not surveys). It should also allow for ALL workers to participate in regular meetings with the management.

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