

# Predictability and Transparency of Working Conditions for Food Delivery Platform Workers Across Selected EU Countries

Leschke, Janine; Scheele, Laura

*Document Version*  
Final published version

*Published in:*  
Social Policy and Administration

*DOI:*  
[10.1111/spol.13038](https://doi.org/10.1111/spol.13038)

*Publication date:*  
2024

*License*  
CC BY-NC-ND

*Citation for published version (APA):*  
Leschke, J., & Scheele, L. (2024). Predictability and Transparency of Working Conditions for Food Delivery Platform Workers Across Selected EU Countries. *Social Policy and Administration*, 58(4), 638-657.  
<https://doi.org/10.1111/spol.13038>

[Link to publication in CBS Research Portal](#)

## General rights

Copyright and moral rights for the publications made accessible in the public portal are retained by the authors and/or other copyright owners and it is a condition of accessing publications that users recognise and abide by the legal requirements associated with these rights.

## Take down policy

If you believe that this document breaches copyright please contact us ([research.lib@cbs.dk](mailto:research.lib@cbs.dk)) providing details, and we will remove access to the work immediately and investigate your claim.

Download date: 04. Jul. 2025



## ORIGINAL ARTICLE

WILEY

# Predictability and transparency of working conditions for food delivery platform workers across selected EU countries

Janine Leschke<sup>1</sup>  | Laura Scheele<sup>2</sup><sup>1</sup>Department of Management, Society and Communication, Copenhagen Business School, Frederiksberg, Denmark<sup>2</sup>Department of People and Technology, Roskilde University, Roskilde, Denmark**Correspondence**

Janine Leschke, Department of Management, Society and Communication, Copenhagen Business School, Frederiksberg, Denmark.  
Email: [jle.msc@cbs.dk](mailto:jle.msc@cbs.dk)

**Funding information**

European Union's Horizon 2020 research and innovation programme under (EuSocialCit), Grant/Award Number: 822778

**Abstract**

While prior research has demonstrated the poor and unpredictable working conditions and ambiguous working arrangements characteristic of platform-based food delivery, we lack research on the question of how well these workers are informed about essential aspects of their work, including protection of their rights, working time and schedules, and earnings. Comprehensive and transparent information on working conditions at an early stage is indispensable if workers are to be able to make informed decisions on taking up work and, where relevant, investing in equipment and exercising rights linked to a specific job. Drawing on the multi-dimensional job quality literature, this article focuses on digital labour platforms in the food delivery sector across four countries: Denmark, Germany, the Netherlands and Spain. We exploit firm-level variations, including with regard to the types of work arrangements used and the application—or not—of collective agreements. We draw on information provided to riders during the application process prior to the start of employment, including via websites and FAQs, as well as scrutiny of contracts, service agreements and collective bargaining agreements, where relevant.

This is an open access article under the terms of the [Creative Commons Attribution-NonCommercial-NoDerivs](https://creativecommons.org/licenses/by-nc-nd/4.0/) License, which permits use and distribution in any medium, provided the original work is properly cited, the use is non-commercial and no modifications or adaptations are made.

© 2024 The Authors. *Social Policy & Administration* published by John Wiley & Sons Ltd.

This information is complemented with interviews with trade union representatives. Our findings point to the relationship between a firm's choice of employment status and form of contract, on one hand, and the predictability and transparency of information provided to workers, on the other. Differences and similarities in such information seem to be more strongly bound to firm-level decisions than to the welfare and industrial relations regimes in which the platform companies operate.

#### KEYWORDS

earnings, food delivery workers, job quality, labour markets and labour market policy, platform work, working conditions, working time

## 1 | INTRODUCTION

While prior research has clearly demonstrated the poor and unpredictable working conditions and ambiguous working arrangements characteristic of platform-based food delivery (see, e.g., Goods et al., 2019; Heiland, 2022; Riordan et al., 2023; van Doorn et al., 2023), we lack research on the question of how well these workers are informed about essential aspects of their work, including protection of their rights, working time and schedules, not to mention earnings. Comprehensive and transparent information on working conditions at an early stage is indispensable if workers are to be able to make informed decisions on engaging in labour and, where relevant, investing in equipment and exercising rights linked to a specific job. We argue that, in particular, highly flexible non-standard jobs—which predominate in the platform-based food delivery sector—require predictable and transparent terms of work in order to ensure a basic level of security for workers.

In the context of Social Europe and the 2017 ‘European pillar of social rights’, aimed at establishing fairer and more inclusive labour markets with better job quality (Greve, 2023), firms have a key role to play. Besides providing job opportunities, firms shape the nature and content of work, type and status of employment, working time arrangements, and remuneration structures. Furthermore, firms have some level of discretion to decide which working conditions they offer and to which extent they inform about essential aspects of work when advertising new positions. It is therefore at the firms' level that Social Europe initiatives such as the 2019 Directive on Transparent and Predictable Working Conditions or the new Directive on Working Conditions in Platform work (see Piasna in this special issue) materialise. Such initiatives for improved job quality and transparency however stand in contrast to some of platform companies' practices.

This article focuses on digital labour platforms in the food delivery sector across four countries—Denmark, Germany, the Netherlands and Spain—whose welfare and industrial relations regimes differ. In line with accounts of institutional diversity across and within regimes (Bechter et al., 2012), we observe important firm-level variations, including with regard to the types of work and employment used and the application—or not—of collective agreements. Exploiting these differences and looking at the two largest food delivery platforms in terms of market share for each country, we ask the following research question: how transparent and predictable is the information food delivery platforms provide to their workers about their working conditions prior to commencing work?

To answer our research question, we draw on information provided to potential platform-mediated delivery workers—riders—during the application process prior to commencing work, including via websites and FAQs, as well

as scrutiny of contracts, service agreements and collective bargaining agreements, where relevant. This information is complemented with interviews with trade union representatives.

We analyse our data with reference to the job-quality literature, which proposes a multi-disciplinary and multi-dimensional worker-centred conceptualisation of job quality (Gallie, 2007; Green, 2006). Our findings underscore the relationship of a firm's choice between self-employment or dependent employment and the predictability and transparency of information provided to workers prior to commencing work. Differences and similarities in such information seem to be more strongly bound to firm-level decisions than to the welfare and industrial relations regimes in which the platform companies operate. Overall, our findings show the importance of looking at firm-level choices when discussing the obstacles and opportunities for Social Europe.

The article proceeds as follows. Section 2 puts platform work into context by discussing it with reference to non-standard and precarious work and employment. It then draws on the job-quality literature to discuss the relevant findings on working conditions in platform-based food delivery. Section 3 provides information on the data, methods and choice of cases. Section 4 presents the analysis corresponding to the research question. Section 5 discusses the results and concludes.

## 2 | PLATFORM WORK AND JOB QUALITY

Platform work—which includes remote clickwork, remote professional work, on-location work and therein delivery work ('riders') and transport ('drivers'), as well as some types of freelance activities (see Piasna et al., 2022)—has been the focus of much recent academic literature. Also, Social Europe has put these forms of work high on its agenda, as illustrated by the provisional agreement on a Directive on improving conditions in platform work, concluded in December 2023. When it comes into force, its stipulations will apply to all platforms operating and offering services in the EU (Piasna in this special issue). Platform work has many features of non-standard (Hipp et al., 2015) and, in particular, precarious work and employment (De Stefano, 2016). Vosko (2010) defines precarious employment as a multi-dimensional phenomenon that goes beyond the form of the contract and is characterised by uncertainty, low income and limited social benefits and statutory entitlements (see also Kalleberg, 2011). Doellgast et al. (2018) draw on these definitions and scrutinise how precarity is embedded in, for example, welfare and labour market protections, bargaining coverage and coordination, as well as employer and union strategies (Doellgast et al., 2018).

Platform work is currently a relatively minor phenomenon in Europe, but it is growing exponentially (ILO, 2021). A 2021 survey of internet and platform work in 14 EU countries concluded that 4.3% of all surveyed working-age adults engaged in some type of platform work and about a quarter of these platform workers can be classified as mainly platform workers, for whom platform work is their main source of income (see Piasna et al., 2022). Platform work combines several features of precarious work. They include reduced working time and variable hours, job insecurity and, commonly, solo self-employment status (e.g., Schoukens, 2020). The academic literature usually distinguishes between on-location (local) and online platforms (global), and higher and lower skilled tasks (De Stefano & Aloisi, 2018; Hauben et al., 2020, with a specific focus on precarious work). Competition for labour varies across the different categories of platform work (and over time), and this has implications for working conditions. Delivery platforms offer on-location work and the skill level required is low. Because of the low entry barrier in terms of skills and language requirements, platform-based food delivery can provide an opportunity for groups of workers who might otherwise struggle to enter the labour market, including migrant workers (Riordan et al., 2023). Moreover, Piasna and Drahokoupil (2021) highlight the importance of considering dependence on platform work as the main source of income when assessing platform workers' working conditions. For the US context, Schor et al. (2020) showed that workers who rely on payments from a platform to cover their basic expenses felt more pressure to accept work, were more concerned about their reputations and ratings systems, and experienced their situations as more precarious. Platform delivery workers were among those experiencing a particularly high degree of dependence.

Multi-dimensional and multi-disciplinary worker-centred conceptualisations of job quality (Gallie, 2007; Green, 2006) have commonly been used to assess working conditions across countries and time. Drawing on these accounts, a range of multi-dimensional job-quality frameworks have been proposed for the EU context (Eurofound, 2012; Leschke & Watt, 2014; Muñoz de Bustillo et al., 2011). Such frameworks generally focus on the following job quality dimensions: remuneration, intrinsic job quality, work environment, working time quality and work-life balance, employment quality (employment status and job security), and representation and voice. Gundert and Leschke (2023) highlight a number of challenges with regard to the application of such frameworks to platform work, including uncertainties around legal employment status, breaking down jobs into 'tasks', parallel work on different platforms and the heterogeneity of workers' employment situations (including work on platforms as a side-job). Despite these challenges, multi-dimensional frameworks—although with a number of refinements—are seen as suitable when assessing the specific situations of platform workers. Suggested refinements include extension of: the 'remuneration or earnings dimension' to encompass investment in equipment, unpaid time (e.g., waiting for orders) and earnings security (type of payment system, impact of customer satisfaction, bonus system); of 'working time quality' to capture also differences between formal and de facto working time and flexibility; of 'employment quality' to take into account continuity of work opportunities; and of the 'representation and voice' dimension to include alternative forms of organising, collective voice and empowerment (Gundert & Leschke, 2023, tab. 1).

Indeed, such job quality dimensions have been the focus of much of the recent sociological and industrial relations literature on remote (e.g., Wood et al., 2019) and on-location labour platforms (Goods et al., 2019). More generally, studies focusing explicitly on riders in advanced economies point out that the business model of food delivery platforms is based on imposing flexibility, insecurity and precarity on their workforce (e.g., Rosin, 2022; Vieira, 2020).

First, studies commonly focus on the contested *employment status* of food delivery workers as independent contractors (e.g., Goods et al., 2019; Heiland, 2022). A series of legal cases challenging riders' employment status have been brought before national courts (e.g., Aloisi, 2022 for a range of EU examples, including from Germany and Spain, and going beyond riders). The Spanish case is particularly interesting as the Spanish courts have ruled repeatedly that riders have been wrongly classified as self-employed. These rulings, in turn, led to government-social partner regulation in the form of the so-called 'Riders' Law' passed in 2021 (Arasanz Díaz & Sanz de Miguel, 2023; Moares & Betancor Nuez, 2023). It recognises food delivery riders working for platforms as employees, under certain circumstances, and requires platforms to share their algorithms with a workers' representative (Aloisi, 2022; Eurofound, 2021). The Riders' Law was not uncontested, however, including by self-employed platform workers and their representatives (Vieira, 2023). Also, Veen et al. (2020) claim that platforms encourage workers to view themselves as 'entrepreneurs' (with a view to legitimising their assertion that those who work for them have the status of independent contractor). To this end, the organisational culture stresses worker autonomy and flexibility, while providing limited organisational support.

Second, *working time flexibility*—while highly valued by the riders—is constrained by societal dining time preferences (Goods et al., 2019). Uncertainty in working hour schemes, uncompensated waiting times and performance-based allocation to shifts (Heiland, 2022) directly impact the predictability and security of earnings (Riordan et al., 2023; Vandaele et al., 2019). Earnings insecurity, and more generally unpredictable and low earnings, are further exacerbated by the fact that food delivery platforms often do not provide riders with guaranteed remuneration but instead operate with variable piece-rates (Kusk & Bossen, 2022; Veen et al., 2020; Vieira, 2020), and often riders must cover extra costs for equipment, maintenance and work-related risks, which reduce their take-home pay (Goods et al., 2019).

Third, and related to this, *non-transparent and at times even punitive algorithmic management practices*—including non-transparent allocation of delivery routes and obscure calculations (Sloth Laursen et al., 2021)—mean that riders often do not know how customer ratings or any occasion when they reject a task affect the likelihood they will be allotted future tasks (Riordan et al., 2023; Veen et al., 2020). And fourth, these workers often do not have access to traditional forms of *voice and collective interest representation*, although there are some recent examples of successful conclusion of collective agreements in the platform sector (for Denmark, see Ilsøe & Larsen, 2021). For the Spanish

context it has been highlighted that the fragmented collective bargaining system makes it difficult to conclude collective agreements despite the fact that this possibility is stipulated by the Riders' Law (Arasanz Díaz & Sanz de Miguel, 2023). Furthermore, some novel forms of organising and collective interest representation have emerged (e.g., Tassinari & Maccarrone, 2020; Vandaele et al., 2019).

This said, Goods et al. (2019), drawing on the Australian context, highlight that food delivery platform work cannot simply be characterised as 'good' or 'bad', but that there are tensions and trade-offs within and between economic security, autonomy over work (flexibility) and enjoyment of work. Similarly, for young workers in food delivery in Denmark, Sloth Laursen et al. (2021) argue that the non-transparency of working conditions they experience seems to be an insignificant trade-off in comparison with a more flexible work-life balance, in which they can be 'their own boss'. Importantly, however, perceptions of job quality in food delivery work are shaped by the fit between the job and individual circumstances, as well as the broader labour market and societal context (e.g., Goods et al., 2019; Sloth Laursen et al., 2021; Vieira, 2023).

All this indicates that we know quite a lot about working conditions on (food delivery) platforms. What we lack, however, is information about how well workers are informed about these working conditions prior to starting a job. Transparent and predictable working conditions are the focus of a recent Social Europe Directive, which addresses all workers and explicitly also includes platform workers (Directive 2019/1152). Academic papers that have engaged with the Directive—some of which focus directly on platform workers (such as Aloisi, 2022; Adams-Prassl, 2022) do not analyse (platform) workers' access to information, but rather provide a legal interpretation of content and scope, and in particular the question of whether the Directive may eventually—after a European Court of Justice (ECJ) ruling—also apply to (platform) workers who are genuinely self-employed (Bednarowicz, 2019).

### 3 | DATA, METHODS AND SELECTION OF CASES

We draw on information provided to riders during the application process as regards the mentioning of working hours and scheduling, earnings and bonus system, legal status as either self-employed or dependent employee, specifications regarding legal consequences of work arrangement with regards to taxes, rights at work (e.g., holiday, sick leave, and notice period) and social security rights (e.g., health insurance, pension, and unemployment insurance).<sup>1</sup> This information was looked for across different information sources, including company websites and FAQs, contracts or service agreements and, where applicable, collective agreements. These sources constitute the written information made available to food delivery riders before they start their job, a period in which information is essential to allow informed decision-making. These data points were also chosen because they reflect firms' marketing of rider jobs in their company and can be a starting point for comparing promises and reality as regards working conditions. We therefore systematically gathered and compared the information provided across different sources of information available to individuals prior to starting work as a rider at each case company.

For Denmark, Germany and Spain, this information has been verified and supplemented through expert interviews with trade union representatives to assess national, firm-level and employment-type differences as regards the predictability and transparency of working conditions. For the Netherlands, an extensive trade union report on food delivery riders' working conditions was used to supplement data (see Appendix A, NL2), as we were unable to arrange an interview with a relevant Dutch trade union during the timeframe of our study. The information was collected from August 2022 to January 2023. Appendix A provides a list of all documents used. The decision to broaden the analysis to sources of information beyond contracts, service agreements and collective agreements, and also include company webpages and FAQs, was taken because of the specific features of this sector, in which online presence and mediation take centre-stage as part of platforms' business and hiring strategies.

<sup>1</sup>This information is presented in detail including summary matrices for each country in Scheele et al. (2023).

The literature on multi-dimensional job quality (Gallie, 2007; Green, 2006), its applications (e.g., Muñoz de Bustillo et al., 2011) and refinements to the platform sector (Gundert & Leschke, 2023) motivated us to take up the themes we identified for our analysis in Section 4. These themes are as follows: information on essential aspects of work and differences in labour rights protection across different work arrangements (types of employment or solo self-employment); information on working time and work schedules; information on earnings systems; and the role of collective agreements as an information source. They reflect a number of key job quality dimensions (see Section 2) and at the same time allow us to discuss relevant aspects, such as limited statutory or collective entitlements, insecurity and instability, and low or variable earnings, which have commonly been associated with precarious employment (e.g., Vosko, 2010). The main interest of our analysis is not working conditions per se but their transparency and predictability prior to, or the in early stages of the work relationship.

The study focuses on food delivery platforms, by which we refer to both platform companies with restaurant-to-customer delivery services, as well as quick-commerce grocery delivery services as these types of services are increasingly merging across platforms in our case countries. The two largest food delivery platforms, in terms of market share, were analysed across four EU countries. We therefore scrutinised one Just Eat subsidiary in each country, all operating with riders as dependent employees—although with variations as regards the non-standard contract types they used—and one additional platform, commonly contracting riders as solo self-employed. This provides us with variation across and within countries as regards work arrangements with the exception of Germany, where all major food delivery platforms hire riders as dependent employees. The countries chosen—Denmark, Germany, the Netherlands and Spain—represent different welfare (Esping-Andersen, 1990; Ferrera, 1996) and industrial relations regimes (Cazes et al., 2019; European Commission, 2009); or as Gallie (2007) puts it with reference to quality of work, ‘employment regimes’. These regimes impact on the possibilities open to firms to use different work arrangements and to adjust working conditions, but also provide the setting within which platform workers navigate their specific working conditions (e.g., Sloth Laursen et al., 2021). The importance of social context (occupation, industry, geography) has been stressed by both the job quality (e.g., Gallie, 2007) and the precarious work and employment literature (e.g., Vosko, 2010).

In terms of welfare regimes Denmark can be characterised as ‘universal’, whereas Germany, the Netherlands and Spain are rather ‘segmented’ (status-oriented, corporatist/Mediterranean); industrial relations, in turn, can be described as ‘organised corporatism’ in Denmark, ‘social partnership’ in Germany and the Netherlands, and ‘polarised/state-centred’ in Spain (for details see European Commission, 2009: chapter 2). Denmark has been described as inclusive, with an important institutionalised role for organised labour, common employment rights and a strong safety net that minimises differences between workers with different employment statuses (European Commission, 2009; Gallie, 2007). Germany, the Netherlands and Spain are dualistic regimes, in which the labour movement has moderate or weak coordinating power and tends to represent the core workforce. Strong employment protection for established workers in combination with weak policies to facilitate the labour market integration of more vulnerable groups result in larger differences in working conditions and security between so-called ‘insiders’ and ‘outsiders’ (Gallie, 2007). Whereas Germany is an archetypal dualist country (e.g., Palier & Thelen, 2010), and Spain also exhibits strong dualistic structures between a protected core workforce and a large segment of temporary workers, the Netherlands is an example of a flexicurity-oriented country. Its approach differs from that of Denmark in being built around various forms of (partly secure) non-standard forms of employment (Bekker & Mailand, 2019). Collective bargaining coverage is highest in Denmark (80%–90%) and the Netherlands (which has much lower trade union density, though in line with the other countries covered here), followed by Spain (70%–80%) and Germany (50%–60%) (Cazes et al., 2019).

It is important to acknowledge sectoral variation (Bechter et al., 2012). The (food) delivery sector is a service sector with many non-standard workers who, on average, are characterised by lower-than-average union density and collective bargaining (Cazes et al., 2019). Also, labour platforms do not necessarily assume an employer role as some hire riders on a self-employed basis. These platforms are therefore generally reluctant to join employer organisations and instead organise into lobby groups that seek to sustain the self-employed status of platform workers and to insist they themselves are not ‘employers’ but rather ‘job creators’.



## 4 | FINDINGS

### 4.1 | Business models and work arrangements of rider platforms across case countries

Just Eat Takeaway subsidiaries play a market-leading role in Denmark, Germany and the Netherlands, while the Spanish subsidiary of Just Eat is second in terms of market share compared to its competitors (Denmark: 75%,<sup>2</sup> Germany: ca. 84%,<sup>3</sup> Netherlands: ca. 70%, Spain<sup>4</sup>: 32%). Unlike many other food delivery platforms active in Europe, Just Eat Takeaway's subsidiaries employ food delivery riders in their own fleet as dependent employees in all our case countries. This is in line with Just Eat Takeaway's general employment strategy, which it has rolled out gradually since 2020 across all its European markets (see Just Eat Takeaway's Annual Report 2021<sup>5</sup>). Just Eat Takeaway is therefore also the only major food delivery platform to publicly support the EU's Platform Directive, including a rebuttable presumption of employment (Just Eat, 2022)<sup>6</sup>.

It is noteworthy that Just Eat Takeaway has been, first and foremost, an 'order aggregator' food delivery platform, meaning that their business model focuses on aggregating partner restaurants on its platform and managing their orders, not necessarily their deliveries. Just Eat Takeaway subsidiaries therefore have a relatively small fleet of their own riders compared with the delivery orders that they generate for partner restaurants: in Denmark, for instance, only 20% of deliveries are carried out by Just Eat's own rider fleet; the remaining 80% are managed by the restaurants themselves. This also means that, despite Just Eat Takeaway's work arrangement with dependent employed workers for its own rider fleet, the platform has no control over the type of employment of its partner restaurants' delivery personnel, even though the latter deliver most of Just Eat Takeaway's orders.

Whereas employing riders as dependent employees was introduced only in 2021 for Just Eat Takeaway in Spain following the country's new 'Rider Law' legislation (Spanish: *Ley Rider*), both the German (Lieferando) and the Danish subsidiaries (Just Eat DK) have used dependent employees since they introduced their first own rider fleets in the 2010s. In the Netherlands, too, Thuisbezorgd riders have been dependent employees for a long time, but they are hired through a third-party temporary agency.

Although Just Eat Takeaway subsidiaries in European markets now all use a work arrangement with dependent employees, riders for the most part are in non-standard forms of employment (Table 1). Across countries, as well as within subsidiaries, there are variations in the forms of non-standard employment of Just Eat Takeaway riders. This includes differences in job security (open-ended vs. fixed-term, temporary agency and on-call contracts) and/or contractual working time (marginal part-time, part-time). Therefore, the work arrangements may appear to be the same across countries as regards status as either self-employed or dependent employees. However, there are important nuances depending on contract type or service agreement. The German subsidiary Lieferando, for instance, has employed riders on open-ended contracts since 2021, while Spanish, Dutch and Danish riders of Just Eat Takeaway are hired on fixed-term contracts. In Germany, Lieferando commonly hires riders on so-called 'mini-job' contracts, a regulated contractual category specific to marginal part-time employment in the German labour market. Mini-jobs have an earnings limit (a maximum of €520 a month, €450 before October 2022) and limited (pensions) or no (health insurance, unemployment benefits) direct access to social security benefits (Konle-Seidl, 2021). In the Netherlands, riders for Thuisbezorgd are temporary agency workers and thereby part of the so-called 'ABU phase system' of the Dutch Federation of Private Employment Agencies (ABU). Their rights at work differ from those of employees directly hired by the firm in the Netherlands, but rights protection increases over time through defined phases.

The business models and work arrangements of the competing food delivery platforms in our case countries all vary somewhat compared with Just Eat Takeaway subsidiaries. They all operate based on their own rider fleet,

<sup>2</sup><https://www.berlingske.dk/business/paa-ti-aar-har-takeawaymarkedet-fordoblet-sin-milliardomsaetning-just-eat>.

<sup>3</sup>Author's estimations based on food delivery platforms' revenues in Germany in 2021.

<sup>4</sup><https://blog.measurable.ai/2022/11/03/spain-food-delivery-market-overview-2020-2022-q1/>.

<sup>5</sup><https://s3.eu-central-1.amazonaws.com/takeaway-corporatewebsite-dev/JET-JV2021-080322.pdf#page=7>.

<sup>6</sup><https://www.justeattakeaway.com/newsroom/en-WW/221105-just-eat-takeaway-com-strongly-supports-the-eu-s-platform-work-directive>.



**TABLE 1** Overview of work arrangements used by platform firms.

Germany	
Lieferando (Just Eat Takeaway)	Dependent employees (including part-time arrangements and mini-jobs)
Gorillas (Getir)	Dependent employees (including part-time arrangements and mini-jobs)
Denmark	
Just Eat (Just Eat Takeaway)	Dependent employees (including part-time arrangements)
Wolt (DoorDash)	Solo self-employed
Netherlands	
Thuisbezorgd (Just Eat Takeaway)	Temporary agency workers (fewer rights than regular dependent employees, rights increasing with length of employment)
Uber Eats	Solo self-employed
Spain	
Just Eat (Just Eat Takeaway)	Dependent employees (including part-time arrangements)
Glovo (Delivery Hero)	Solo self-employed (~83%) Dependent employees (~17%) (including part-time arrangements)

Source: Author's presentation.

implying that they may in fact have more own riders in the relevant country despite their smaller market shares (except for Spain). Arguably, their business model and work arrangement may therefore be more representative of the food delivery market in each case country.

Some differences between the competing platforms may be noted. As regards their service portfolio, the majority of food delivery platforms across our cases are merging restaurant-to-customer delivery with grocery deliveries as of late (Glovo Spain, Wolt Denmark, Just Eat in Germany, Spain and Netherlands), while others are still solely focused on restaurant-to-customer delivery services (Just Eat Denmark, Uber Eats Netherlands), or solely focused on instant grocery delivery (Gorillas Germany).

In Germany, Gorillas' (acquired by Turkish-owned Getir in 2022) business model focuses mainly on instant grocery delivery services. Their work arrangement is similar to Just Eat/Lieferando regarding the employment status of riders as dependent employees and the use of mini-jobs. In contrast to Lieferando, however, the contracts Gorillas offers are fixed-term. In the Netherlands, Uber Eats riders work as solo self-employed, which implies that the situation of riders across the two main platforms in the Netherlands varies substantially regarding rights at work, working hours and work schedules. In Spain, Just Eat Takeaway's competitor Glovo (acquired by German-owned Delivery Hero in 2022<sup>7</sup>) focuses primarily on instant grocery deliveries, but also offers restaurant-to-customer delivery. The main difference in comparison with Just Eat Takeaway in Spain concerns riders' employment status, as Glovo engages the vast majority of its riders as solo self-employed. Although the 2021 Spanish Rider Law lays down that all food delivery riders ought to be considered employees of digital platforms because they are subject to their algorithmic control, Glovo has so far circumvented this presumption of employment by altering its algorithm.<sup>8</sup> In Denmark, Just Eat Takeaway's competitor Wolt (acquired by US-owned DoorDash in 2022) focuses primarily on restaurant-to-customer deliveries but has expanded its services to include groceries ('Wolt market') as well as other

<sup>7</sup><https://www.deliveryhero.com/newsroom/delivery-hero-welcomes-glovo-to-the-group-all-closing-actions-taken/>.

<sup>8</sup>It allows riders to freely log onto its app ('right to disconnect') and provides the option of adjusting the delivery fee slightly to distribute tasks 'auction-style', which means, arguably, that it has no control over riders' work tasks and wages. In October 2022, the Spanish labour inspectorate issued a record-high fine in view of Glovo's continued incorrect assignment of riders' employment status.

product categories (e.g., clothing, electronics, flowers). Wolt uses a contractor model of employment, hiring riders as solo self-employed or so-called 'Wolt Courier Partners'.

## 4.2 | Early access to information on essential aspects of work and differences in labour rights protection across different work arrangements

### 4.2.1 | Information in employment contracts versus service agreements

Across our case countries and companies, early access to information regarding essential aspects of work is generally better for dependent (directly) employed riders (at Just Eat subsidiaries in Spain, Denmark and Germany, as well as at Gorilla in Germany) than for solo self-employed riders (at Glovo Spain, Wolt Denmark, and Uber Netherlands), even if the information is not necessarily complete. The comparatively better access is due first and foremost to the fact that written employment contracts are a legal requirement for dependent employees and typically include a number of standard elements, such as information on working hours, wages and specified leave (i.e., holiday or sickness).

By contrast, solo self-employed riders receive a service agreement or terms and conditions that they have to accept by ticking a box on their riders' app. These service agreements tend to focus on workers' responsibilities and tasks, as well as the platform's expectations concerning proper execution of work processes and riders' services, rather than on providing information on platform working conditions (e.g., pay) or making clear the different labour and social rights that riders have as solo self-employed (such as no right to sick leave). Glovo's service agreement, for instance, does not provide basic information on pay; nor does it specify the lack of rights to holiday or sick leave that would be granted if they were dependent employees given national and EU legislation.<sup>9</sup> Service agreements can therefore not be considered sufficient sources of information to ensure predictable and transparent working conditions for solo self-employed riders. This goes to show that the mere availability of a written document outlining elements of work (as required by, e.g., the European Directive on Transparent and Predictable Working Conditions) may not be adequate to provide riders with transparent information on their working conditions and rights at work.

### 4.2.2 | Information on company homepages in rider FAQs and application processes

Information on differences in labour rights protection is not provided for solo self-employed riders at our case companies (Wolt Denmark, Uber Eats Netherlands, Glovo Spain) in other forms either (such as company webpage, application process, FAQs for applicants). This is in line with these platforms' business models and work arrangements, which imply that they are not required to take on legal responsibilities of traditional employers. Thereby the responsibility for acquiring information lies with the contracted riders themselves. It is neither in these platforms' interest, nor a legal requirement as non-employers, to clarify aspects of work that go beyond the company's direct activities, even though their chosen employment model impacts riders directly: self-employment leads to differences in labour law protections, impacts eligibility for social security programmes, and commonly rules out the right to collective bargaining. As this means that riders will face a range of disadvantages that they may not be aware of before starting to work, they should be informed of whether and how their employment status implies forgoing the abovementioned protections. This information deficit means that riders lack information essential to making informed choices (in other words, based on information that provides transparent and predictable working conditions) regarding which platform to apply to and/or whether to start work as a rider at all.

<sup>9</sup>Due to the EU directive on the organisation of working time and national legislations, dependent employees in all our case countries are entitled to paid annual leave (holidays) independent of their non-standard work arrangement (e.g., part-time, minijob, temporary agency work). Entitlements to statutory leave schemes can be reduced proportionally to the (fewer) hours worked.

Although it could be argued that few firms—whether employing dependent employees or contracting solo self-employed—would provide applicants with comprehensive information on the full extent of labour law protections (or lack thereof), one might expect information provided prior to employment to be correct. In the case of platforms hiring riders as solo self-employed (Wolt Denmark, Uber Netherlands, Glovo Spain), however, we find not only missing but also some incorrect information on workers' rights in FAQs and companies' general online presence. One way platforms seem to deflect from the potential downsides of solo self-employment is to frame a particular aspect of (limited) labour rights (such as sick leave, holidays or wages) in a way that reframes it as an added benefit, for example, by increasing flexibility and freedom. Danish Wolt provides an instance of this. In its FAQs for new courier partners, the question 'When can I go on holiday?' is answered, 'You can go on holiday whenever you want!', without mentioning that this flexibility derives from the lack of legal holiday entitlements (and thereby paid leave) resulting from their self-employed status.

Importantly, missing or incorrect information on differences in labour rights presented in rider FAQs, application processes and company homepages is not only an issue for self-employed riders. As a majority of riders who hold employee status are in non-standard employment, protection of their rights deviates from what is considered 'standard', too. In our study, this is the case for mini-job holders in Germany and temporary agency workers in the Netherlands. In Germany, neither of the two case companies inform their riders comprehensively about mini-jobs' implications for rights protection. Gorillas' hiring FAQs (accessed via a link received during the application process via email) briefly explain that mini-jobs imply exemption from the pension insurance scheme, but no other rights implications are noted. Gorillas, in fact, misinforms riders in the hiring FAQs, stating that mini-jobbers receive health insurance from the state, even though a mini-job does not automatically qualify workers for mandatory statutory health insurance (instead it must be acquired in a different way, for example, through student status, family insurance, job centres or by paying for a voluntary insurance policy).

In the Netherlands, information provided by the agency and the platform itself to Thuisbezorgd riders on temporary agency contracts is fragmented. Thuisbezorgd's website (and its direct application system) does not provide information on particularities of the temporary agency's work contracts (including the so-called 'ABU phase system', with very short initial notice periods for temporary agency workers compared with standard employment in the Netherlands) (Appendix A, NL1). Such information can be found only in the collective agreement for temporary agency workers, which is not referred to on Thuisbezorgd's website or in its application FAQs. While the presence of a collective agreement is generally preferable to its absence, it is important to note that the Dutch Riders' Union informs that the general collective agreement that applies to the Dutch transport sector would provide more comprehensive regulations on wages and working conditions than the collective agreement for temporary agency workers (Appendix A, NL2). Furthermore, the collective agreement is long and uses complicated legal language, making its applicability to riders rather difficult for them to determine (see Section 4.5).

For riders in non-standard but dependent employment, the lack of availability of information should not, however, be interpreted as necessarily sector-specific. This is a systemic issue for temporary agency workers or mini-jobbers in general because working contracts are required to inform them only about job-specific work-related rights, not differences in rights compared with other contractual forms. Arguably, it is specifically these differences that are essential to ensure the predictability and transparency of riders' rights and that might influence their decision to work under such contractual terms in the first place.

### 4.3 | Variation in transparency and predictability regarding working times and schedules

Among our case countries and companies, it is notable that information on working time and schedules differs mainly between solo self-employed and dependent employed riders. In our cases, only dependent employees have agreed upon guaranteed minimum working hours as part of their employment contract and are hired on the basis of shift

work. Additionally, dependent employees are covered by national working time regulations (Just Eat Netherlands, Germany, Spain) and/or, if available, by a collective agreement specific to rider and company (e.g., Just Eat Denmark and Spain). The employment contract or collective agreement serves as a relatively predictable and transparent source of information for working time as it specifies guaranteed hours.

Self-employed riders across our cases (Wolt Denmark, Uber Eat Netherlands, Glovo Spain) are not offered shift work and have no guaranteed working hours. From this it follows that there is no explicit need to inform riders about working time. Instead, Wolt Denmark advertises the slogan 'Be your own boss', Glovo 'You choose when to connect', and Uber Eats Netherlands 'Your schedule, your fares, and your rules!' on their webpages. As riders have the right to disconnect, a lack of shifts comes with more flexibility to choose working hours compared with dependent employees. Companies are therefore correct when they underline the greater flexibility. However, dependence on peak times remains a fact. According to our interviews with trade unionists, these peak times operate as *de facto* working times/operating hours/shift times (even if they are not guaranteed and there is no obligation to work), but they are not mentioned in the service agreements. Such information is important as self-employed riders who would like to obtain a full-time wage will have to log in and out throughout the day and especially during peak times. This means a potentially long working day with long unpaid breaks. According to our interviewees, this can lead to 'hyper connection', that is, an excess supply of riders compared with demand, which affects riders' working hours and thus earnings.

Further information that solo self-employed riders (Wolt Denmark, Uber Eats Netherlands, Glovo Spain) lack because the platforms allow workers to decide their own working time concerns the number of working hours needed per day to realise the hourly pay that these platforms commonly advertise on application. This is because riders are paid by the task, not the hour. With no knowledge of average tasks per hour in a given city at a given time of day, riders can only estimate the hours they will need to work based on experience after a couple of weeks of working, or—as mentioned in our interview with a Danish union representative—by asking fellow riders in person or in online forums (e.g., Reddit) and chats.

Although all the dependent employees in our cases have guaranteed minimum working hours, their working schedules can be more or less predictable depending on whether their contract includes on-call clauses. Essentially, these clauses mean unpredictable but regular and contractually agreed upon overtime. Employers reserve the right, in accordance with business needs, to decide riders' actual working time beyond contractually agreed minimum (or zero)<sup>10</sup> working hours. For riders, this entails variable—and if notice periods are short, unpredictable—work schedules. On-call/on-demand work arrangements vary in their level of unpredictability, depending on the baseline of agreed minimum working hours (or non-existence thereof), the extent of additional working hours (contractually agreed percentage of additional on-call work per month) and minimum notice periods for scheduling (on-call) work.<sup>11</sup> Even when on-call work becomes regular, it does not change the contractually agreed minimum working time.

Companies differ in their use of on-call work. While Just Eat Denmark does not contractually demand that riders accept any on-call work, German Lieferando expects 25% mandatory overtime per week on demand and Just Eat Spain can demand up to 35% on-call work on top of contractually agreed working hours. Obligatory on-call elements are only made clear in the employment contract and, where applicable, collective agreement (Just Eat Denmark, Just Eat Spain), but do not feature on the application website and FAQs. In other words, it is not evident prior to application.

#### 4.4 | Variation in transparency and predictability regarding earnings

Earnings systems at the food delivery platforms we investigated vary significantly. Companies hiring riders as solo self-employed (Wolt Denmark, Uber Eats Netherlands, Glovo Spain) have task-based earnings systems with no

<sup>10</sup>It is noteworthy that zero-hour contracts are no longer used among our cases.

<sup>11</sup>Across countries, notice periods for scheduling working schedules vary even among subsidiaries of the same company: while Just Eat DK notifies riders of their schedule 4 weeks in advance, Just Eat Spain notifies 5 days in advance and Lieferando Germany only 4 days in advance.

compensation for waiting time and generally more complex wage calculation systems because they contain more variable components, including bonuses. Food delivery platforms with dependent employees (Just Eat Takeaway subsidiaries in all case countries and Gorillas in Germany), in turn, generally pay by the hour, with the application of statutory or collectively agreed minimum wages, depending on national regulations. One exception here is Gorillas Germany, at which dependent employees are generally earning an hourly wage but have the option of task-based remuneration through Gorillas' 'Rider-Incentive-Program' instead. As communicated on their blog, Gorillas riders that opt for this earnings system may potentially earn higher wages than by the hour if they achieve a high task rate. In the case that riders' task rate is low, the guaranteed minimum hourly wage remains.

Regardless of employment status, bonus systems may differ at these food delivery platforms. They may be performance-based (rewarding for task rate, speed, distance), as is the case for Gorillas and Just Eat subsidiaries in Germany and the Netherlands, or fairness-based (compensation for overtime, weekend bonus, late night shifts, bike/vehicle wear and tear) as is the case at Just Eat Denmark and Spain, where collective agreements regulate bonuses. Additionally, some bonus systems are steady, with a bonus per task/distance/hour (e.g., Just Eat Denmark), while others have a staircase model with fluctuating bonuses, in other words, increasing every x-number of deliveries (e.g., Lieferando). Performance-based and/or staircase bonus models not only reduce the predictability of earnings, but also tie them to speed and thus risk-taking. At Just Eat subsidiaries, bonus systems also include a compensation component for work equipment (e.g., the 'vehicle bonus' for vehicle wear and tear). By explicitly describing this compensation component as a 'bonus', a (false) impression of added income is created, even though it merely covers the costs riders incur to perform their work and may better be presented as part of the general remuneration package.

Given that calculation systems differ by firms' business and work arrangements, information is essential to enable riders to carry out transparent and predictable earnings calculations. Looking at our case companies with solo self-employed riders (Wolt Denmark, Uber Eats Netherlands, Glovo Spain), however, none inform their riders about earnings structures in a transparent or predictable manner. Service agreements do not include the payment structure or applicability of bonuses. Instead, information on pay is provided in two ways: advertised earnings on the application page (without providing information breaking down how advertised earnings are calculated), or rider FAQs that provide information on baseline pay for each task with a mention of possible bonuses per task (with no information on what bonus levels are to be expected for an average task). As also highlighted by our interviews with trade unions in Spain and Denmark, as well as a trade union report we consulted for the Netherlands, it appears that riders receive information on precise task remuneration only when a task appears on their screen during work time. There is no way to receive information on anticipated earnings other than by working or, as a Danish trade unionist put it in our interview, 'learning by doing' and 'receiving information by doing' or by asking other riders in person or on online forums/chats. This means that the earnings advertised on the companies' websites we consulted are all rather detached from worker's earnings realities.

Perhaps counterintuitively, dependent employees also have issues with predictability of earnings, albeit to a much lower extent than solo self-employed riders. This is because minimum hours (and thereby earnings) are guaranteed (due to hour-based earnings). Unpredictability of earnings among dependent employees derives from the variable income components. The latter are more or less important depending on whether the earnings system includes performance-based bonuses or on-call obligations. Performance-based bonus systems impact predictability as the more components and performance-based rules a bonus system has, the more potential there is for fluctuation. For instance, as communicated on Lieferando Germany's blog, it operates with a staircase/sliding-scale bonus system. This means that the bonus amount per task increases with the number of tasks performed within a month. This adds pressure for fast delivery and a high task acceptance rate even though there is an hourly wage. In this way Lieferando couples delivery with risk-taking in a similar way to self-employed riders at Glovo Spain, Uber Eats Netherlands and Wolt Denmark, where earnings are task-rate based. As regards on-call obligations (non-rejectable), the more unpredictable the working time, the greater the potential for earnings fluctuation. This means that earnings are less predictable for Spanish Just Eat riders (on-call obligations in collective agreement) and German Lieferando riders (on-call obligation in work contract) than for Danish Just Eat riders (no on-call obligation in collective agreement).

It is noteworthy that variations in the earnings of dependent employees can also derive from a fairness-based bonus system, as is the case for Just Eat riders in Denmark. Their earnings vary not because of on-call obligations but because their collective agreement includes compensation for, e.g., overtime, 'unsocial hours' and weekend working (see Just Eat Denmark's collective agreement).

As regards transparency of earnings for dependent employees, we find that our case companies (Just Eat subsidiaries in Germany, Spain, Denmark, Netherlands and Gorillas Germany) advertise slightly higher earnings in the application process and FAQs (with no information on whether the examples include additional [variable] components such as holiday pay and bonuses) than the contractually or collectively agreed hourly wage. In Denmark, for example, this is because the maximum possible earnings are advertised, which include pension, holiday pay, special savings, evening/night work and public holiday supplements without breaking down how this is added to the (lower) collectively agreed guaranteed standard hourly wage. In the Dutch case, on the other hand, earnings transparency is hampered by a mismatch between advertised earnings on the webpage of the temporary work agency and that of Thuisbezorgd itself, which advertises a slightly higher maximum wage. Information on bonuses, too, is scattered on the two sites and details are not provided on the calculation of bonuses and the circumstances under which they can be accrued.

#### 4.5 | Collective bargaining agreements as a source of information for predictable and transparent working conditions

In all our cases, riders with sector-specific collective agreements (Just Eat Denmark and Just Eat Spain) receive more transparent and predictable information on essential aspects of work than riders without collective agreements or those whose terms and conditions are set by a more general collective agreement (Thuisbezorgd Netherlands). In general, collective agreements are very comprehensive and therefore important sources of information for predictable and transparent working conditions. They leave less room for companies' own interpretations of 'essential aspects of work' because trade unions are involved and the relevant standards are applied.

Collective agreements may not be the ideal source of information for riders, however. They can be very long, there may be no translation into the languages of some foreign riders, and legal jargon can be impenetrable. Additionally, there may be no link to collective agreements in the relevant FAQs or contracts, hampering access to them as an information source to enhance predictable and transparent working conditions. In the case of Danish Just Eat riders, the collective agreement is mentioned and a link provided in the application FAQs, but while the Spanish Just Eat website mentions a collective agreement it does not include a link. Collective agreements work best as sources of information if they can be accessed easily or if trade unions play an active role in servicing and organising platform workers (for more information on employee representation of riders in the selected platform firms see Scheele et al., 2023).

## 5 | DISCUSSION AND CONCLUSION

Drawing on the academic literature on job quality (Gallie, 2007; Green, 2006) and precarious work and employment (Doellgast et al., 2018; Vosko, 2010) and more specifically a review of working conditions on food delivery platforms (e.g., Riordan et al., 2023; Veen et al., 2020), this article set out to analyse how transparent and predictable the information on working conditions is on food delivery platforms prior to commencing work, whether formal (i.e., contracts, collective agreements, and service agreements) or otherwise (job advertisements, company webpages, FAQs for riders). This information is crucial to enable workers to take informed decisions about applying for work and exercising rights at work. Having to make do with incomplete, contradictory and at times even incorrect information can further increase the precarity of riders' employment.

Working conditions in the platform-based food delivery sector in Europe and other high-income regions are commonly poor and unpredictable, including variable, on-demand, low or no guaranteed hours and low earnings, as well as complex contractual situations, including a predominance of insecure non-standard contracts (Heiland, 2022; Piasna & Drahokoupil, 2021; Veen et al., 2020). Despite this, firms (i.e., platforms) market themselves with good earnings opportunities, working-time flexibility and autonomy. In particular, depending on the employment form chosen (dependent employment vs. solo self-employment, full-time vs. [marginal] part-time, direct employment vs. temporary agency employment), platforms have some flexibility as regards the kind of information they provide, including on 'essential aspects of work'. Although differences in rights protection compared with standard forms of employment constitute an essential aspect of food delivery work, they are often not mentioned. Firms also determine how much information they provide and in what form, including how accessible it is.

While access to and quality of information was poorer in all the dimensions under study on platforms using solo self-employment, information deficiencies were also commonly detected on platforms using dependent and more regular employment. Such deficits were linked not only to the use of non-standard forms of employment but also to unpredictable aspects of working time arrangements and earnings systems, not to mention variations concerning on-call clauses and bonus systems (Just Eat subsidiaries in Germany and Spain). Also, while information on earnings was by far the least transparent and predictable on platforms using solo self-employment, some discrepancies between advertised earnings (company website) and contractually agreed earnings were also found on platforms relying on dependent employment (Just Eat subsidiaries in Germany, Denmark, Netherlands and Gorillas Germany).

Welfare and industrial relations models are important framing factors as regards the accessibility of information. This is reflected in our findings. First, the existence of sectoral collective agreements for riders provides the most comprehensive access to information among our cases as evident for Just Eat riders in Denmark and Spain, both countries with comparatively high collective bargaining coverage. The beneficial role of collective interest representation in platform work has been shown previously (e.g., Ilsøe & Larsen, 2021). On a more general level, the role of collective interest representation and voice in the workplace has also been highlighted as a fundamental component of job quality (e.g., Befort et al., 2022; Eurofound, 2012).

Just Eat in Denmark employs its riders directly and has comparatively transparent and predictable working conditions and an easily accessible collective agreement. It thus confirms the expectations linked to its employment regime, characterised as inclusive, with an important institutionalised role for organised labour. There are also common employment rights that minimise differences between workers with different employment statuses (Gallie, 2007). Wolt in Denmark, on the other hand, works outside the 'Danish model' with no collective agreement and hiring riders as solo self-employed. Its business model and work arrangement lead to unpredictable working time and earnings and there is no comprehensive source of information that could provide transparency as regards differences in labour rights compared with dependent employed persons in Denmark. The importance of the role of employment status in platform workers' working conditions has been highlighted in much of the recent literature on platform working conditions (Goods et al., 2019; Heiland, 2022) and it turns out that this also matters a great deal with regard to the amount of and level of access to information about working conditions.

In Spain, with its segmented labour market, the use of dependent employment by delivery platforms—for example, Just Eat Spain—is a very recent trend and the outcome of state–social partner regulation in the form of the so-called 'Riders' Law' (Eurofound, 2021). Arasanz Díaz and Sanz de Miguel (2023) point out that the high use of part-time and temporary contracts and the high degree of sub-contracting in this sector still make it attractive to be a self-employed rider. Despite the 2021 Riders' Law, Glovo still uses solo self-employed riders to a large degree. Our analysis showed a stark contrast between the information and predictability available at Just Eat Spain (with employment contracts and a collective agreement, albeit not as readily available as in the Danish case) and at Glovo. As in the other cases in which solo self-employed riders are used, working conditions were very unpredictable and no information was given on differences in rights protection. Solo self-employed earnings are not featured in service agreements and there is no mention of, for example, peak-time dependence. Vieira (2023), exploring the arguments of the Spanish 'Sí soy autónomo' ('Yes, I am self-employed') movement that protested against the Spanish



government's attempts to regulate delivery platform activities, links this to the broader Spanish labour market model, under which workers primarily pursue self-employment status in view of the precarious conditions generally offered to (dependent) wage earners in the Spanish labour market.

Welfare and industrial relations models indeed also impact the types of employment used by the respective platforms. The legacies of non-standard forms of employment were visible particularly in countries whose welfare regimes can be characterised as segmented (status-oriented) or dualistic (e.g., Gallie, 2007). In Germany, both platforms used mini-jobs as a legacy of the previously predominant male-breadwinner model typical of the continental welfare regime. In the Netherlands the Just Eat takeaway subsidiary Thuisbezorgd used temporary agency employment, an integral component of the Dutch flexicurity model (Bekker & Mailand, 2019).

Despite being in dependent employment, workers in mini-jobs in Germany or hired by a temp agency in the Netherlands were at a disadvantage in terms of access to and clarity of information on working conditions. Mini-jobs, used by both Lieferando (Just Eat) and Gorillas in Germany, can to some degree be seen as functional equivalents of solo self-employment as they provide firms with a lot of flexibility. In terms of the transparency and predictability of information, the employment contracts and FAQs of the two platforms are relatively comprehensive as regards riders working above basic mini-job level. However, riders in mini-jobs were either not informed (Just Eat Takeaway) or even misinformed (Gorillas) about the impact of mini-jobs on labour and social rights protection.

For Dutch Just Eat riders on temporary agency contracts, information was spread across different sources (the Thuisbezorgd and temp agency Randstad websites) and there was a slight information mismatch. Additionally, there was insufficient information about the implications of the temp agency-specific collective agreement, which, for example, included lower job quality than for the 'standard employed' in the early stages of employment. Uber Eats in the Netherlands, however, as elsewhere, using solo self-employed riders, provides less transparent and predictable information on working conditions than Thuisbezorgd, not least because of its task-based earnings system with no compensation for waiting time and performance-based shift allocation. Uncertain working hours and insecure earnings have been highlighted previously for food delivery platform work (see, e.g., Heiland, 2022; Vandaele et al., 2019).

Overall, by focusing on the information side this article adds evidence to the literature on riders' working conditions, reviewed in Section 2. We show that it is not just the lack of work-related rights that hampers riders' working conditions. Rather, our contribution lies in showing, across a range of firms located in countries with different welfare and industrial relations regimes, that these inadequate work-related rights intersect with incomplete, vague or even inconsistent information about them, which further entrenches the already poor working conditions of those affected. As the use of non-standard employment and solo self-employment has knock-on effects on rights at work, working hours, schedules and earnings, not to mention the information that riders have access to about these rights, variation *within* countries matters more than variation across countries.

Our findings also emphasise the obstacles facing the conception and implementation of Social Europe initiatives, including the 2019 Directive on Transparent and Predictable Working Conditions or the recently concluded Platform Directive, which need to take into account the broad scope of the business landscape, not only across but also within EU countries (see also Bechter et al., 2012).

This article has several shortcomings. First, some information sources were available only for selected platforms, in particular employment contracts and service agreements. As a result, we have more complete information sources on some firms than on others. Second, we have not taken into account the fact that many platform riders are non-natives. That means that language issues in particular are likely to pose additional difficulties for riders seeking to make sense of the information on working conditions provided by the platforms and other sources, such as temporary agencies, or available in collective agreements. Third, the platform sector and platform strategies are constantly in flux, which makes it difficult to study them in light of the current regulations. Platforms are very nimble when it comes to adapting their business models to regulatory change, for example in view of legal cases on employment status (see Moares & Betancor Nuez, 2023 on Spain's Riders' Law). This also affects working conditions, such as the availability (or not) of shifts and pertinent information on these practices. Our study is thus a snapshot of the

situation in the second half of 2022. Also, our analysis is limited to food delivery platforms in selected firms and countries. It is likely that there are similar obstacles to information in related sectors of the economy (e.g., transport more general, hotels and restaurants) with widespread use of solo self-employment and non-standard contracts.

Future research could focus more on the (migrant) workers in the platform economy (van Doorn et al., 2023) and—using, for example, interviews with riders—try to grasp how they perceive the information provided to them subjectively. Such interviews would also allow to better understand agency of platform workers including potential trade-offs they are facing for example in view of discretion over working hours when opting for dependent rather than self-employed platform work. Riordan et al. (2023) provide a good example of this in their study on how migrant workers navigate precarious lives. Furthermore, the role of collective agreements in (information on) job quality of platform workers deserves further attention and this goes in particular for differences between sectoral collective agreements and those pertaining to specific companies or groups of workers (e.g. temp agency workers).

## ACKNOWLEDGEMENTS

We would like to thank Zhen Im, Gianna Eick, Trine Pernille Larsen and Jeremy Moon for comments on earlier versions of this article as well as two anonymous referees for their detailed comments. Thanks to Heidi Elung Henningsen for help with identifying relevant literature in the revision process. Thanks also to Ana Muñoz Ruiz for having provided the Spanish background study for the original working paper.

## DATA AVAILABILITY STATEMENT

Data available on request from the authors.

## ORCID

Janine Leschke  <https://orcid.org/0000-0003-0946-8550>

## REFERENCES

- Adams-Prassl, J. (2022). Regulating algorithms at work: Lessons for a 'European approach to artificial intelligence'. *European Labour Law Journal*, 13(1), 30–50. <https://doi.org/10.1177/20319525211062558>
- Aloisi, A. (2022). Platform work in Europe: Lessons learned, legal developments and challenges ahead. *European Labour Law Journal*, 13(1), 4–29. <https://doi.org/10.1177/20319525211062557>
- Arasanz Díaz, J., & Sanz de Miguel, P. (2023). Union strategies for the representation of platform delivery workers in Spain. *Journal of Labor and Society*, 26(4), 510–532. <https://doi.org/10.1163/24714607-bja10122>
- Bechter, B., Brandl, B., & Meardi, G. (2012). Sectors or countries? Typologies and levels of analysis in comparative industrial relations. *European Journal of Industrial Relations*, 18(3), 185–202.
- Bednarowicz, B. (2019). Delivering on the European pillar of social rights: The new directive on transparent and predictable working conditions in the European Union. *Industrial Law Journal*, 48(4), 604–623. <https://doi.org/10.1093/indlaw/dwz021>
- Befort, S. F., Borelli, S., & Budd, J. W. (2022). Using efficiency, equity and voice for defining job quality, and legal regulation for achieving it. In C. Warhurst, C. Mathieu, & R. Dwyer (Eds.), *The Oxford handbook of job quality* (pp. 522–541). Oxford University Press, Chapter 24.
- Bekker, S., & Mailand, M. (2019). The European flexicurity concept and the Dutch and Danish flexicurity models: How have they managed the great recession? *Social Policy and Administration*, 53(1), 142–155.
- Cazes, S., Garnerio, A., Martin, S., & Touze, C. (2019). Collective bargaining and workers' voice arrangements in OECD countries. In OECD (Ed.), *Negotiating our way up: Collective bargaining in a changing world of work* (pp. 22–104). OECD Publishing, Chapter 2. <https://doi.org/10.1787/1fd2da34-en>
- De Stefano, V. (2016). *The rise of the 'just-in-time workforce': On-demand work, crowdwork and labour protection in the 'gig-economy'*. Conditions of work and employment series, No. 71. ILO.
- De Stefano, V., & Aloisi, A. (2018). *European legal framework for 'digital labour platforms'*. Publications Office of the European Union. <https://publications.jrc.ec.europa.eu/repository/handle/JRC112243>
- Doellgast, V., Lillie, N., & Pulignano, V. (Eds.). (2018). *Reconstructing solidarity: Labour unions, precarious work, and the politics of institutional change in Europe*. Oxford University Press.
- Esping-Andersen, G. (1990). *The three worlds of welfare capitalism*. Polity Press and Princeton University Press.

- Eurofound. (2012). *Trends in job quality in Europe*. Publications Office of the European Union.
- Eurofound. (2021). *Riders' law* (Initiative), Record number 2449. Platform Economy Database. <https://apps.eurofound.europa.eu/platformeconomydb/riders-law-105142>
- European Commission. (2009). The quality of industrial relations and the Lisbon strategy. In *Industrial relations in Europe 2008* (pp. 45–72). European Commission, Chapter 2.
- Ferrera, M. (1996). The 'Southern Model' of welfare in social Europe. *Journal of European Social Policy*, 6(1), 17–37. <https://doi.org/10.1177/095892879600600102>
- Gallie, D. (Ed.). (2007). *Employment regimes and the quality of work*. Oxford University Press.
- Goods, C., Veen, A., & Barratt, T. (2019). 'Is your gig any good?' Analysing job quality in the Australian platform-based food-delivery sector. *Journal of Industrial Relations*, 61(4), 502–527.
- Green, F. (2006). *Demanding work: The paradox of job quality in the affluent economy*. Princeton University Press.
- Greve, B. (2023). Social rights in EU and its member states. *Social Policy and Administration*, 57(4), 461–463. <https://doi.org/10.1111/spol.12925>
- Gundert, S., & Leschke, J. (2023). Challenges and potentials of evaluating platform work against established job-quality measures. *Economic and Industrial Democracy*. <https://doi.org/10.1177/0143831X231199891>
- Hauben, H., Lenaerts, K., & Waeyaert, W. (2020). *The platform economy and precarious work*. European Parliament.
- Heiland, H. (2022). Neither timeless, nor placeless: Control of food delivery gig work via place-based working time regimes. *Human Relations*, 75(9), 1824–1848. <https://doi.org/10.1177/00187267211025283>
- Hipp, L., Bernhardt, J., & Allmendinger, J. (2015). Institutions and the prevalence of nonstandard employment. *Socio-Economic Review*, 13(2), 351–377. <https://doi.org/10.1093/ser/mwv002>
- Ilse, A., & Larsen, T. P. (2021). Why do labour platforms negotiate? Platform strategies in tax-based welfare states. *Economic and Industrial Democracy*, 44(1), 6–24. <https://doi.org/10.1177/0143831X211056974>
- Kalleberg, A. L. (2011). *Good jobs, bad jobs: The rise of polarized and precarious employment systems in the United States, 1970s to 2000s*. Russell Sage Foundation.
- Konle-Seidl, R. (2021). Precarious but popular? The German mini-job scheme in comparative research on work and welfare. *Journal of International and Comparative Social Policy*, 37(3), 293–306.
- Kusk, K., & Bossen, C. (2022). Working with volt: An ethnographic study of lenient algorithmic management on a food delivery platform. *Proceedings of the ACM on Human-Computer Interaction*, 6(GROUP), 1–22. <https://doi.org/10.1145/3492823>
- Leschke, J., & Watt, A. (2014). Challenges in constructing a multi-dimensional European job quality index. *Social Indicators Research*, 118(1), 1–31. <https://doi.org/10.1007/s11205-013-0405-9>
- ILO. (2021). *World Employment and Social Outlook. The role of digital labour platforms in transforming the world of work*. International Labour Office.
- Moares, F. F.-T., & Betancor Nuez, G. (2023). The mobilisation of food delivery gig economy workers (riders). *Capital & Class*, 47(3), 353–359. <https://doi.org/10.1177/03098168221131687>
- Muñoz de Bustillo, R., Fernández-Macías, E., Esteve, F., & Antón, J.-I. (2011). E pluribus unum? A critical survey of job quality indicators. *Socio-Economic Review*, 9(3), 447–475.
- Palier, B., & Thelen, K. (2010). Institutionalizing dualism: Complementarities and change in France and Germany. *Politics and Society*, 38(1), 119–148.
- Piasna, A., & Drahokoupil, J. (2021). Flexibility unbound: Understanding the heterogeneity of preferences among food delivery platform workers. *Socio-Economic Review*, 19(4), 1397–1419. <https://doi.org/10.1093/ser/mwab029>
- Piasna, A., Zwysen, W., & Drahokoupil, J. (2022). *The platform economy in Europe: Results from the second ETUI internet and platform work survey*. ETUI Working Paper, no. 2022.05. European Trade Union Institute.
- Riordan, T., Robinson, R., & Hoffstaedter, G. (2023). Seeking justice beyond the platform economy: Migrant workers navigating precarious lives. *Journal of Sustainable Tourism*, 31(12), 2734–2751. <https://doi.org/10.1080/09669582.2022.2136189>
- Rosin, A. (2022). The right of a platform worker to decide whether and when to work: An obstacle to their employee status? *European Labour Law Journal*, 13(4), 530–541. <https://doi.org/10.1177/20319525221128887>
- Scheele, L., Im, Z., & Leschke, J. (2023). *Unpredictable and non-transparent working conditions? Riders in the food-delivery sector in six EU countries*. EuSocialCit Working Paper. <https://doi.org/10.5281/zenodo.7639909>
- Schor, J. B., Attwood-Charles, W., Cansoy, M., Ladegaard, I., & Wengronowitz, R. (2020). Dependence and precarity in the platform economy. *Theory and Society*, 49, 833–861.
- Schoukens, P. (2020). Digitalisation and social security in the EU. The case of platform work: From work protection to income protection? *European Journal of Social Security*, 22(4), 434–451.
- Sloth Laursen, C., Nielsen, M. L., & Dyreborg, J. (2021). Young workers on digital labor platforms: Uncovering the double autonomy paradox. *Nordic Journal of Working Life Studies*, 11(4), 65–84. <https://doi.org/10.18291/njwls.127867>

- Tassinari, A., & Maccarrone, V. (2020). Riders on the storm: Workplace solidarity among gig economy couriers in Italy and the UK. *Work, Employment and Society*, 34(1), 35–54.
- van Doorn, N., Ferrari, F., & Graham, M. (2023). Migration and migrant labour in the gig economy: An intervention. *Work, Employment and Society*, 37(4), 1099–1111.
- Vandaele, K., Piasna, A., & Drahokoupil, J. (2019). 'Algorithm breakers' are not a different 'species': Attitudes towards trade unions of Deliveroo riders in Belgium. Working Paper 2019.06. ETUI. <https://doi.org/10.2139/ssrn.3402899>
- Veen, A., Barratt, T., & Goods, C. (2020). Platform-capital's 'app-etite' for control: A labour process analysis of food-delivery work in Australia. *Work, Employment and Society*, 34(3), 388–406.
- Vieira, T. (2020). The lose-lose dilemmas of Barcelona's platform delivery workers in the age of COVID-19. *Social Sciences & Humanities Open*, 2(1), 100059.
- Vieira, T. (2023). The unbearable precarity of pursuing freedom: A critical overview of the Spanish sí soy autónomo movement. *Sociological Research Online*, 28(1), 244–260. <https://doi.org/10.1177/13607804211040090>
- Vosko, L. F. (2010). *Managing the margins: Gender, citizenship, and the international regulation of precarious employment*. Oxford University Press.
- Wood, A. J., Graham, M., Lehdonvirta, V., & Hjorth, I. (2019). Good gig, bad gig: Autonomy and algorithmic control in the global gig economy. *Work, Employment and Society*, 33(1), 56–75.

### Legal texts

Directive 2019/1152 on Transparent and Predictable Working Conditions. <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32019L1152>

**How to cite this article:** Leschke, J., & Scheele, L. (2024). Predictability and transparency of working conditions for food delivery platform workers across selected EU countries. *Social Policy & Administration*, 1–20. <https://doi.org/10.1111/spol.13038>

## APPENDIX A: DATA SOURCES USED

	Data sources (type)	Link (if applicable)	Abbreviation
Denmark			
Just Eat	Application information on website	<a href="https://www.just-eat.dk/cykelbud">https://www.just-eat.dk/cykelbud</a>	DK1
	Collective agreement (sector-specific)	<a href="https://www.danskerhverv.dk/siteassets/mediafolder/dokumenter/03-overenskomster/overenskomst-2020-2023/collective-agreement-on-food-delivery-work-2021-2023-madudbringningsoverenskomsten.pdf">https://www.danskerhverv.dk/siteassets/mediafolder/dokumenter/03-overenskomster/overenskomst-2020-2023/collective-agreement-on-food-delivery-work-2021-2023-madudbringningsoverenskomsten.pdf</a>	DK2
	Interview trade union		DK3
	Employment contract		DK4
Wolt DK	Application information on website	<a href="https://woltpartner.dk/faq/">https://woltpartner.dk/faq/</a>	DK5
	Interview trade union		DK6
Germany			
Lieferando	Application information on website	<a href="https://www.lieferando.de/en/courier">https://www.lieferando.de/en/courier</a>	DE1
	Company blog	<a href="https://www.lieferando.de/fahrer/the-inside-track/durchstarten-mit-lieferando/wie-laufen-die-vertrage-bei-lieferando-ab">https://www.lieferando.de/fahrer/the-inside-track/durchstarten-mit-lieferando/wie-laufen-die-vertrage-bei-lieferando-ab</a>	DE2
	Employment contract		DE3
	Interview trade union		DE4
Gorillas	Application information	<a href="https://gorillasridersupportde.zendesk.com/hc/de/categories/4407810615057--Hiring-FAQ">https://gorillasridersupportde.zendesk.com/hc/de/categories/4407810615057--Hiring-FAQ</a>	DE5
	Company blog	<a href="https://gorillas.io/en/blog/11-things-you-need-to-know-about-gorillas">https://gorillas.io/en/blog/11-things-you-need-to-know-about-gorillas</a>	DE6
	Interview trade union		DE7
Netherlands			
Thuisbezorgd (Just Eat)	Application information on website	<a href="https://www.thuisbezorgd.nl/en/courier">https://www.thuisbezorgd.nl/en/courier</a>	NL1
	Trade union report (Riders' Union FNV)	<a href="https://www.ridersunion.nl/getmedia/f825808f-2f88-4af6-a33e-8dcc1ddcfbc3/Riders-deserve-better.pdf">https://www.ridersunion.nl/getmedia/f825808f-2f88-4af6-a33e-8dcc1ddcfbc3/Riders-deserve-better.pdf</a>	NL2
	Collective agreement (temporary agency work)	<a href="https://www.abu.nl/app/uploads/2022/02/CLA-for-temporary-agency-workers-2021-2023.pdf">https://www.abu.nl/app/uploads/2022/02/CLA-for-temporary-agency-workers-2021-2023.pdf</a>	NL3
Uber Eats NL	Application information	<a href="https://www.uber.com/nl/en/deliver/">https://www.uber.com/nl/en/deliver/</a>	NL4
	Trade union report (Riders' Union FNV)	<a href="https://www.ridersunion.nl/getmedia/f825808f-2f88-4af6-a33e-8dcc1ddcfbc3/Riders-deserve-better.pdf">https://www.ridersunion.nl/getmedia/f825808f-2f88-4af6-a33e-8dcc1ddcfbc3/Riders-deserve-better.pdf</a>	NL2

(Continues)

	Data sources (type)	Link (if applicable)	Abbreviation
Spain			
Just Eat Spain	Application information on website	<a href="https://www.just-eat.es/repartidor">https://www.just-eat.es/repartidor</a>	ES1
	Collective agreement	<a href="https://www.ccoo-servicios.es/archivos/Acuerdo%20Sindicatos%20JUST%20EAT(1).pdf">https://www.ccoo-servicios.es/archivos/Acuerdo%20Sindicatos%20JUST%20EAT(1).pdf</a>	ES2
	Employment contract		ES3
	Interview trade union		ES4
Glovo	Application information on website	<a href="https://couriers.glovoapp.com/es/">https://couriers.glovoapp.com/es/</a>	ES5
	Service agreement		ES6
	Interview trade union		ES7