ORIGAMI

Work Package 4 – Deliverable 2

DENMARK

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Funded by DG Employment, Social Affairs and Inclusion – EMPL.A – Employment and Social Governance "Improving expertise in the field of industrial relations – SOCPL-2022-IND-REL- 01"

Grant Agreement number: 101126007

Co-funded by the European Union

Collective bargaining on Danish cleaning platforms – the Hilfr1 and Hilfr2 agreements and their impact for company and workers

1. Introduction

This case study of the Danish cleaning platform Hilfr is the fourth deliverable from the Danish team to the ORIGAMI project. In 2018, Hilfr gained international attention as it concluded a bipartite collective agreement on wage and working conditions with the union 3F as one of the first labour platforms in the world. In 2024, it happened again, as Hilfr renewed their agreement with one of the first collective agreements with extensive language on artificial intelligence (AI). Both Hilfr1 and Hilfr2 are landmark agreements that has served as inspiration – and elements from the agreements have been integrated in the EU Directive of Platform Work (2024). In this case study, we analyze the negotiation of the two agreements and the impact of them for company and workers. Empirically, we draw on interviews with Hilfr management, representatives from 3F and the employers´association DI and workers on Hilfr[1]. The case study concludes with a discussion of company agreements as an instrument to improve wage and working conditions in the platform economy.

2. Background: platform work and Danish labour market regulation

The Danish platform economy emerged around 2010, where foreign-owned labour platforms such as Uber and Upwork arrived. Later, a number of Danish-owned start-ups like Happy Helper, Hilfr, Chabber and Meploy entered the market – especially within private services such as cleaning, transport and hotels and restaurants (Ilsøe 2020). Today, a wide range of labour platforms operate in Denmark.

The Danish platform economy remains limited with recent surveys indicating that around 1 percent of Danes have generated income via a digital labour platform within the last year (Ilsøe et al., 2024a). This mirrors the picture in the other Nordic countries (Alsos et al. 2017; SOU 2017; Sutela and Pärnänen 2018). Furthermore, income generated via digital labour platforms is often limited in size (less than €3.330 per year) and is often used to supplement other sources of income (Ilsøe et al. 2021). Therefore, although platform work seems to be one of the fastest growing

[1] Part of the analysis also draws on previous empirical studies and analyses (Ilsøe 2020; Ilsøe 2024; Ilsøe 2025)

employment forms compared to other types of atypical work like temporary agency work and fixed-term contracts, it remains a marginal phenomenon in Denmark like in the other Nordic countries.

Despite the limited size, digital labour platforms have sparked a lot of debate in the media as well as and among politicians and social partners in Denmark – especially from 2016 and onwards (Ilsøe 2017; Ilsøe & Söderqvist 2023). Key topics have been tax payments, taxi regulations, competition rules, social contributions and the employment status of platform workers (Ilsøe and Madsen 2018). Some commentators suggest that digital labour platforms challenge the very core of the Danish industrial relations system, as most of them operate without collective bargaining coverage and membership of unions and employers´ associations (Munkholm & Schjøler 2018).

The Danish Industrial Relations (IR) system is often characterized as a highly voluntaristic model as wages and working conditions are primarily regulated through collective agreements negotiated between unions and employers associations (Due et al. 1994). This voluntarism is supported by three other core elements; Strong unions and employers associations, central coordination of collective bargaining and industrial actions as well as consensus-based relations between unions and employers (Due et al. 1994). Both the union density (63%) and the collective agreement coverage (84 %) in Denmark is comparatively high (Larsen 2019; Arnholtz & Navrbjerg 2021). Furthermore, the number of wildcat strikes as well as legal strikes have decreased over the last decades (DA 2020). Unlike many other countries, labour laws play a limited role in Denmark in key areas of the employment relationship. For example, Denmark has no statutory minimum wage.

Compared to other parts of the otherwise densely regulated Danish labour markets, the situation is very different as to digital labour platforms. Most digital platform workers are considered to be self-employed, which leave them with limited, if no coverage from collective agreements and labour laws (Ilsøe and Larsen 2020; Soested & Munkholm 2018). However, Danish social partners, especially trade unions, have with varying success attempted to cover platforms workers through collective agreements (Munkholm & Schjøler 2018; Ilsøe and Madsen 2018). We will use our analysis of the Hilfr agreements as a prism to discuss whether the core elements of the Danish model apply to this part of the Danish labour market and whether collective agreements can increase job quality for platform workers.

3. The Hilfr1 agreement – combining flexibility and security in new ways

Hilfr was founded in 2017 and started off by facilitating freelancers like other cleaning platforms operating in Denmark. In fact, a number of start-up cleaning platforms emerged around that time. Happy Helper was the first cleaning platform to emerge in Denmark in early 2016, and was soon after followed by Cleady (2016), Hilfr (2017) and a number of other smaller platforms. In 2019, Happy Helper took over Cleady and became the largest player among the cleaning platforms in Denmark followed by Hilfr (Ilsøe 2020). In 2024, Happy Helper was bought by Handyhand, a platform for a variety of gig work. Unlike its competitors, Hilfr from the beginning decided to pay a so-called 'welfare supplement' (20DKK/€3 per hour as a compensation for the lack of social contributions) to all freelancers on top of their wages.

The rapid growth of digital labour platforms in the market for cleaning in private households was no surprise to many commentators. In Denmark, the private cleaning sector is less well covered by collective agreement than other sectors (Larsen et al. 2019; Mailand and Larsen, 2020). Undeclared work is also widespread in the part of the cleaning sector taking place in private households (Bentsen et al. 2018). Therefore, providing cleaning services to private households were considered an attractive business opportunity by many digital platforms, and several of the platforms have argued that their platform would help whitewash the black market, although this statement has been up for debate (Ilsøe and Madsen 2018; Ilsøe and Larsen 2020).

In 2018, Hilfr initiated negotiations with The United Federation of Danish Workers (3F), which represents workers within the cleaning sector, with the aim of developing orderly conditions in the platform economy. For Hilfr, this was a business strategy to develop their business and differentiate themselves in the market of cleaning platforms. For 3F, the aim was to lift workers' wages and working conditions, however, they were quite hesitant to negotiate in the beginning. It played a role for 3F that there was no competing sector-level agreement for cleaning in private households. This paved the way for negotiations that perhaps do not meet the overall level of wage and working conditions found in many sector-level agreements. Hilfr joined The Confederation of Danish Industries (DI) as an associated member during the negotiations. Furthermore, negotiations took place simultaneously with a tripartite commission focusing on among others digital platforms, i.e. the Disruption Council (2017-2019), which included all ministers, major unions and employers´ organizations in Denmark as well as a number of company representatives. This might have supported the conclusion of an agreement. The Hilfr agreement also attracted a lot of international attention and has been subject to analysis by international researchers (Prassl 2018; Vandaele 2018).

The agreement came into force on 1 August 2018, and was a pilot scheme that the negotiating parties agreed to evaluate after a year. The collective agreement introduced a new category of workers – the so-called Super Hilfrs – in parallel with the existing freelance workers, so-called Freelance Hilfrs. Super Hilfrs were workers that

opted for the status of employee rather than freelancer and would be covered by the company agreement. After working 100 hours, a Freelance Hilfr automatically became a Super Hilfr (unless he or she objected to – or chose to become a Super Hilfr earlier). Super Hilfrs received a minimum hourly wage of DKK 141 (€ 19) and accrued rights to pension (8 percent), holiday entitlements and sick pay (from second day of sickness). Freelance Hilfrs' hourly wage was typically DKK 130 (€ 17) and they also received a so-called 'welfare supplement' of DKK 20 (€ 3) per hour. Both Freelance and Super Hilfrs could set their hourly wage higher on their individual profile on the platform. All workers were covered by an insurance scheme that Hilfr had via the private insurance company Tryg. Tryg offers insurance solutions to a number of Danish-owned labour platforms, which include coverage for liability and accidents. The agreement also included social benefits like pensions, paid holiday entitlements and sick pay for the Super Hilfrs, although at a somewhat lower level than in comparable sector-level agreements such as the collective agreement covering the industrial cleaning sector (Larsen et al. 2019). However, the Hilfr1 agreement stipulated explicitly that the agreement was designed as a staircase model, where the levels are expected to be re-negotiated in the future. The agreement also explicitly mentioned that social benefits such as further training, paid maternity leave and rules on shop stewards are planned to be discussed in future re-negotiations. The Hilfr agreement also included innovative regulation of digital data to secure both workers´ rights and company rights. For instance, deleting profiles on the platform was considered as a dismissal that should only happen after a certain notice period given by the platform (2 weeks). Workers were also granted the rights to request a removal of violating language and pictures from their profile and ratings.

The option to acquire employee status via the Hilfr agreement, i.e. to become a Super Hilfr, seemed to be successful in practice. Quite quickly (early 2019), more than a third of the cleaning jobs on Hilfr were provided by Super Hilfrs. Also, many of the Super Hilfrs were setting their hourly price higher than the minimum threshold of DKK 141 (€ 19), which also indicate a positive knock-on effect on wages. Furthermore, the Super Hilfrs seemed highly satisfied with their work, especially the inherited flexibility of working when and where it suited other parts of their lives. Working as a Super Hilfr appeared to be an activity that workers often combined with other cleaning jobs (industrial cleaning or cleaning in private households via other platforms like Happy Helper) and/or study activities and for certain periods of time. Previous experiences with cleaning jobs seemed to count when choosing to work via Hilfr. Workers also appeared to appreciate the security associated with being covered by a collective agreement. This has to do both with a sense of safety as well as an easier administration of tax-related issues (which are automatic if you have employee status). Also, the customers seemed to appreciate that Hilfr offered 'orderly'

conditions and an easier interaction with the tax authorities, since customers are entitled to a tax deduction when hiring people to clean in their household.
During summer 2019, the bargaining parties evaluated the agreement as agreed in the pilot scheme. This included a focus group among Super Hilfrs about their job experiences. After this, Hilfr and 3F initiated the planned re-negotiations of the pilot agreement. However, it turned out difficult to re-negotiate the agreement. The bargaining process was interrupted by a verdict by the Danish Competition Authorities (2020) the corona crisis (2020–21), change in ownership of the platform (2022, 2024) and negotiations of the EU's platform directive (2021–24) (Hilfr & 3F 2018; Ilsøe 2020). The Danish Competition Authorities ruled against having minimum wage rates for the Freelance Hilfrs as well as having a collective agreement for the Super Hilfrs. This meant that Hilfr had to adjust their practices. They removed the minimum rate for the Freelance Hilfrs, and they added more instruction of the Super Hilfrs and economic compensation for workers in case of late minute cancellations (Jacqueson et al. 2021). During the corona crisis, the demand for cleaning in private households dropped, which was a significant challenge for the platform and led to change in ownership. However, the bargaining parties were especially waiting for the decision on the presumption of employment as part of EU directive before they were able to conclude a new agreement. Interestingly, the two digital rights created in the Hilfr agreement – notice periods when deleting profiles (dismissals) as well as the right to request a removal of violating language from profiles have served as inspiration for the part of the EU directive addressing algorithmic management (European Commission 2024).

4. The Hilfr2 agreement – focus on AI and algorithmic management

In 2024, the Danish cleaning platform Hilfr finally negotiated a new company-level agreement, Hilfr2, with the United Federation of Danish Workers (3F). This time it also created a lot of attention due to the fact that AI and algorithm management are absolute main themes in the new agreement. In line with the presumption of employment in the new EU directive (which are to be implemented at national level during 2025–2026), Hilfr2 stipulates that all workers on Hilfr have employee status. Hence, it is no longer an option be a freelance hilfr (Hilfr & 3F 2024; Ilsøe 2024). The minimum pay per hour is DKK 175 (€ 23). On top on this is an improved pension contribution (12 percent), improved access to sick pay (sick pay from first day of sickness), holiday entitlements and a health insurance (Jacqueson & Ilsøe 2025).
The employee status of all workers on Hilfr is an important aspect of the Hilfr2 agreement also because the collective agreement's rules on AI and algorithm

management are based on Hilfr's role and responsibility as an employer. In short, the collective agreement uses the legal identification of an employer as a foundation to ensure that both the managerial prerogative and the right to unionize not only applies in theory but can also work in practice. In addition to the employee status of all workers and the regulation of wages and social contributions, the agreement contains a number of important points regarding AI and algorithm management, which we present below.

4.1. AI and algorithms as an employer responsibility

The EU platform directive emphasizes transparency and the platform's responsibility to describe how the algorithms work in detail (European Commission 2024). The Hilfr2 agreement goes one step further and brings the employer responsibility for algorithm management to the forefront. The agreement focuses on describing the platform's legal responsibility as an employer for all decisions made by the platform's management – regardless of whether they are made by a human or an algorithm. This means that all discrepancies can be pursued in the labour courts (Hilfr & 3F 2024). This focus in the Hilfr2 agreement is of decisive importance for the platform as an employer. By emphasizing the collective rights (agreement) – which come on top of the individual rights (legislation) – and by shifting the main focus from technical descriptions of the algorithms (input) to employer responsibility for the decisions (output), the platform achieves a much better opportunity to use algorithms to develop their business and achieve increased productivity. The agreement describes a clear framework for the managerial prerogative in a digital age, which makes it easier for management *in practice* to direct and distribute work via algorithms.

It is also of crucial importance to the platform workers. When the platform is identified as an employer, all algorithmic decisions become the responsibility of the employer. This means that all decisions – including those of the algorithm – can be challenged in the labour courts. This ensures the platform workers' collective rights against bad or arbitrary algorithmic decisions. If the platform workers bring a decision to court, it is the employer's responsibility to describe the factual basis for the decision and the decision-making process. According to the Hilfr2 agreement, the employer is also responsible for any procedural adverse effects of the digital format: any impairment of the employees' opportunities to pursue bad decisions legally, because the decision was made by an algorithm, constitutes a risk to the legal process for which the employer must bear responsibility (Hilfr & 3F 2024).

4.2. Fairness as an employer's responsibility

The Hilfr 2 agreement describes how the employer must ensure equal treatment and protection against discrimination in all matters of importance to the employees, including giving platform workers equal and fair access to customers on the platform.

Hilfr is like many other cleaning and care platforms a so-called profile platform. On these platforms, the individual platform worker creates a personal profile, and customers choose among the various platform workers. Unlike traditional workplaces, profile platform workers are therefore in intense competition with each other. When a platform employee receives positive reviews from customers, algorithms determine that this profile automatically will receive more exposure on the platform. It can therefore be difficult to ensure fair conditions for access to work tasks on a profile platform and avoid discrimination. This is of decisive importance for the working community. Because the competition is intense, it can be difficult for the union to organize the platform workers and bring them together in a community. Therefore, the employer's responsibility for equal and fair treatment is pivotal.

4.3. The employer's right to collect relevant data – but not via third parties

The ability of the platform to manage via algorithms depends on access to data about the platform workers and on digital communication options. Therefore, it is a requirement in the Hilfr2 agreement that the platform workers provide digital addresses so that Hilfr can communicate digitally with the employees. The data collection potential via computers and smartphones is very large, and therefore the Hilfr2 agreement contains restrictions on how and when data may be collected by the employer. First of all, the collection of data about the employees must be justified by a legitimate managerial purpose. Next, data must not be collected via third parties. This means that Hilfr's data collection must not interact with other apps and websites, and Hilfr must not sell or pass on data to third parties (the only exception is the Danish tax authorities). By writing this into a collective agreement, the workers get collective rights in relation to data collection and use of data and can challenge both processes in the labour courts.

4.4. Collective waiver of certain individual rights to personal information

Most of us are familiar with clicking yes to the waiver of all individual rights to personal information in order to access a website or app (and without having read the often long list of legal terms). But often we automatically say yes to too much in relation to what is actually relevant. This also happens in the platform economy. In order to deal with this, Hilfr2 has drawn up a collective agreement on the waiver of rights to personal information, which goes on two legs. Firstly, by requiring that the collection of personal information may only take place where there is a legitimate managerial purpose (as described above). Secondly, by prohibiting individual waiver of rights to personal information (which would also apply under GDPR). Thirdly (and this is the new thing) by allowing a collective waiver of individual rights within a specific template negotiated in the Hilfr2 agreement. With this, it is hoped at the same time to ensure that employers can act operationally and to improve the protection of non-relevant data of workers.

4.5. Digital union club

As mentioned earlier, it is difficult for the unions to establish contact with platform workers due to their geographical spread and lack of knowledge of each other. This is even more difficult on profile platforms such as Hilfr, where the platform workers are also in sharp internal competition. The question is therefore how to ensure the right to unionize in practice for employees on profile platforms. Accordingly, an important element of the Hilfr2 agreement is to make the unionization of workers a shared responsibility between employers and unions. The agreement gives 3F the right to place a link with their logo directly on the platform. The link leads to a digital club that is part of 3F's website, and to which the company does not have access. Here, employees can seek advice, elect employee representatives (including health and safety representatives and shop stewards) and discuss pay and working conditions. At the same time, it gives 3F the opportunity to establish contact with the employees, organize them and establish a bargaining mandate among them during renegotiation of the collective agreement.

4.6. Impact of the Hilfr2 agreement

It is too early to say what the overall impact of the new Hilfr2 agreement will be. However, a first result is the change in employment status, where all workers are now employees. Today, Hilfr is a relatively small platform, which has about 40 employees. However, the new owners of Hilfr hope to expand the business based on the new agreement. Most employees have a foreign background, and many of them are from South America. Not all of them speak Danish (Bjerre and Ilsøe 2025). This can be a barrier to use the digital union club at 3F if the union club does not offer services in the languages that they speak. It is an ambition on the side of 3F to offer services in different languages, but it will of course take time to implement. Only few the workers are currently member of 3F, but 3F hopes that the digital union club can support the unionisation of the workers. Like in the case after the conclusion of Hifr1, many of the workers set their hourly wages higher than minimum agreed in the Hilfr2 agreement. Hence, it seems that the model of agreed minimum rates in the agreement in combination with the ability to set rates higher individually supports a positive development of the wage levels. It is too early to evaluate the effect of the new digital rights in practice. The agreement is very young, and further follow-up studies are necessary to analyse the impact of the large section on AI and algorithmic management in the Hilfr2 agreement. For instance, it can be difficult for the employer to guarantee equal and fair treatment by the algorithm in practice, as this requires in depth knowledge of how it works. The EU Directive on Platform Work (2024) includes a large chapter on AI and algorithmic management on labour platforms, which is also to be implemented during the coming years. Hilfr2 is set to be re-negotiated already

in 2025. In case the sections on AI and algorithmic management will be revised this might also reflect the content of the EU directive.

5. Conclusion and discussion

During the early days of the Danish platform economy in the mid-2010s, we observed several Danish owned start-ups offering cleaning in private households. One of the significant first players in the market, Hilfr founded in 2017, aimed to position themselves in the market as socially responsible platform economy. They approached the union 3F in order to negotiate a collective agreement, which would solve challenges with tax payments and secure wages and working conditions. In 2018, they concluded a company agreement, Hilfr1, which was one of the first collective agreements in the platform economy worldwide (Hadwiger 2022). This is very much in line with the Danish model of labour market regulation, which is dominated by bi-partite collective agreements at sector and company level (Ilsøe et al. 2024b). Hilfr1 offered a two-tier model, where workers could choose to be either Freelance or Super Hilfrs. Super Hilfrs had employee status, minimum wages per hour plus social contributions. After the conclusion of Hilfr, the share of cleaning tasks done by Super Hilfrs increased rapidly. Workers reported high satisfaction with the agreement. The employee status of Super Hilfrs secured automatic reporting to the tax authorities. Most workers combined working on Hilfr with other jobs or activities like studying.

During the period 2020-2022, Hilfr met a number of challenges. They were challenged by a verdict from the Danish Competition Authorities (2020) the corona crisis (2020-21), change in ownership of the platform (2022, 2024) and long negotiations of the EU's platform directive (2021-24). Finally, when the directive was in place, Hilfr and 3F were able to renegotiate their agreement. In 2024, Hilfr2 was concluded. The agreement was inspired by the directive in two ways. First, all workers now have employee status. Second, most of text of the agreement focuses on AI and algorithmic management. In addition, the agreement offers improvements in the minimum wage rate and on social contributions. Interestingly, the EU directive is also inspired by the Hilfr1 agreement regarding two digital rights (profile deletion is considered a dismissal which requires a notice period; the right to ask for removal of bad language on profiles).

Today, Hilfr is a rather small platform (approx. 60-70 employees). However, it has again attracted international attention with the new Hilfr2 agreement. It is one of the first collective agreements in Europe with a longer text on AI and algorithmic management. 3F and Hilfr openly declared that the aim of the Hilfr2 agreement was to develop social responsible AI. The impact of the agreement on AI and algorithmic

management on the platform is difficult to evaluate given the recent conclusion in 2024. However, the profile of the platform workers might give us some hints on potentials and challenges. Most workers set their wages higher than the minimum rate, which indicate a positive effect on wages. However, it still seems difficult to organize workers. One of the challenges is language, as most workers have a foreign background and many are from South America. It will be interesting to follow the implementation of the digital union club from Hilfr2, and how this digital union access (in several languages) can facilitate unionization of the workers covered by the agreement. Further follow-up studies are needed in the future to evaluate the long-term effect of this.

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