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## **The problem of double subordination of food-delivery platform workers in Poland as a classification challenge to the Polish labour law system**

### **Summary**

In the case of the Polish labour market, the employment model for platform workers, particularly in the food delivery sector, differs from the traditional employment relationship and usually involves a formal civil law relationship between the platform worker, the logistics partner and the platform. In this model, it is not uncommon for a platform worker to be subordinated to two entities, which has significant organisational implications and raises legitimate classification dilemmas. The purpose of the analysis is to attempt to legally classify the employment model of platform worker in the food delivery sector and to critically assess the presumption of an employment relationship, as proposed in the EU Directive on improving working conditions in platform work.

**Keywords:** platform work, subordination, employment relationship, presumption of employment relationship, digital labour platform, logistics partner

### **1. Introduction**

Platform work is almost automatically associated with the delivery of goods, using popular, easy-to-use mobile applications. This dimension of platform work, which is a fundamental emanation of the gig economy, is not an alien phenomenon on the Polish labour market either. Particularly during the coronavirus pandemic, it was the growing base of couriers who were increasingly responsible for meeting the basic consumption needs of a society stuck in lockdown<sup>1</sup>. Today, the presence of platform workers is a permanent feature of the consumer

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<sup>1</sup> D. Polkowska: *Przyspieszenie czy spowolnienie? Praca platformowa dostawców jedzenia w dobie pandemii Sars-Cov-2*. "Studia Socjologiczne" 2021, vol. 4, no. 243, pp. 109–133.

goods delivery sector. However, from the perspective of the legal regulation of the labour market in Poland, the presence of platform workers should not be seen as a completely new phenomenon. Rather, it is another, undoubtedly heterogeneous, variant of the well-known and relatively widespread practice of using atypical labour relations. A particularly interesting formula of employing platform workers can be observed in the food delivery sector, where the employment model deviates significantly from the classic model of employment relationship as defined by the Polish Labour Code (hereinafter: LC). In fact, the employment model of platform work in this sector is mostly based on two-way civil law relations of three entities: the platform worker, the logistics partner and the digital labour platform (hereinafter: DLP). In such a configuration, the platform worker is subordinated to not one, but two entities, each of which exercises a certain degree of managerial and organisational authority over the platform worker.

The main purpose of this study is to deconstruct and characterise the practical model of employment of platform workers in the food delivery sector in Poland and to evaluate its functioning from the perspective of the current paradigm of the employment relationship as defined under the LC. The analysis will also include a critique of the presumption of an employment relationship and its determinants, proposed in the Directive (EU) 2024/2831 of the European Parliament and of the Council of 23 October 2024 on improving working conditions in platform work (hereinafter: the Platform Directive), which does not reflect either the specifics of the Polish labour market, including in particular the paradigm of the employment relationship as defined in the LC, nor the needs and aspirations of platform workers themselves.

I intend to achieve the research objectives by validating the following preliminary assumptions:

1. In the case of platform work in the food delivery sector in Poland, the current employment model is often based on two legal relationships linking the deliverer to the DLP and the logistics partner.
2. Under the legal relationships identified above, the platform worker is to some extent subordinate to both the DLP and the logistics partner.
3. The complex platform employment relationship in the food delivery sector in Poland is not an employment relationship *sensu stricto* under the LC.

4. The platform employment relationship in the food delivery sector in Poland has the characteristics of an atypical non-employee model of employment.
5. The preconditions for the presumption of an employment relationship proposed in the Platform Directive are not compatible with the current model of the classical employment relationship operating in the Polish legal system.

## **2. Characteristics of platform work in the food delivery sector in relation to the problem of double subordination of platform workers**

### **2.1. The heteronomous nature of the platform work**

Platform work as a social, economic and legal phenomenon is difficult to define clearly and narrowly. It is difficult to speak of a single model of employment, and the labour activity of platform workers itself takes on different forms and dimensions<sup>2</sup>. The common feature of these dimensions is undoubtedly the presence of the so-called DLPs, which at least connects potential clients with potential contractors. Importantly, work in this model can take different forms. We tend to associate platform work with the gig economy, unskilled work and low-paying contracts<sup>3</sup>. Here, for purely empirical and stereotypical reasons, the vast majority of the public will associate platform work precisely with the phenomenon of ordering food with delivery *via* mobile apps or online portals<sup>4</sup>.

However, it is worth remembering that platform work also has other equally important and interesting dimensions. This is because it is a “capacious” arena that also brings together other “species” of platform workers, including those who specialise in narrow areas of digital work and are looking for well-paid assignments. It is also

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<sup>2</sup> E. Kocher: *Digital Work Platforms at the Interface of Labour Law: Regulating Market Organisers*. Oxford, New York 2022, pp. 4–6.

<sup>3</sup> T. Montgomery, S. Baglioni: *Defining the Gig Economy: Platform Capitalism and the Reinvention of Precarious Work*. “International Journal of Sociology and Social Policy” 2021, vol. 41, no. 9/10, pp. 1012–1025.

<sup>4</sup> Ibidem.

worth remembering that platform work itself is multidimensional<sup>5</sup>. This work is not limited to the transport of people or the delivery of goods. We can also distinguish professional online services that are provided completely remotely and can be performed from any corner of the world, including, in particular, programming or graphic design services<sup>6</sup>. Equally often, the digital work platform is a source of orders for internet marketing or content creation<sup>7</sup>. It can also be work that is only ordered through DLPs, but that is carried out completely stationary – we are not just talking about deliveries and transport, but also other services, such as care, repairs, renovations, cleaning, etc.<sup>8</sup>. Finally, it should not be overlooked that the operating model of DLPs is not homogeneous either. We can observe DLPs that essentially only act as a kind of link between a potential client and a potential service provider, without organising the rules of cooperation or the level of remuneration. At other times, DLPs reserve more authoritative powers for themselves, not only connecting clients with contractors, but also organising the rules of cooperation, supervising contractors and shaping the rules of their remuneration<sup>9</sup>.

## **2.2. Four-subject legal relationship in the case of platform work in the food delivery sector in Poland**

The model of platform work in the food delivery sector in Poland is notably interesting, as it to some extent breaks out of the commonly described patterns. Unlike the traditional model of platform work featuring three actors – the user-customer, the DLP and the user-worker, in the case of the food delivery, in the case of Poland, the leading employment model is based on the presence of at least four actors, as

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<sup>5</sup> A. Piasna, A. Zwysen, J. Drahokoupil: *The Platform Economy in Europe: Results from the Second ETUI Internet and Platform Work Survey (IPWS)*. “ETUI Research Paper – Working Paper” 2022.05, p. 11.

<sup>6</sup> Ibidem, p. 34.

<sup>7</sup> S. Vallas, J. B. Schor: *What Do Platforms Do? Understanding the Gig Economy*. “Annual Review of Sociology” 2020, vol. 1, no. 46, pp. 274–277.

<sup>8</sup> J. Unterschütz: *Zatrudnienie tymczasowe a praca w ramach cyfrowych praform zatrudnienia*. In: *Zatrudnienie tymczasowe jako nietypowa forma świadczenia pracy*. Ed. T. Duraj. Łódź 2022, pp. 62–64.

<sup>9</sup> S. Vallas, J. B. Schor: *What Do Platforms Do?...*, pp. 277–284.

the so-called logistics or fleet partner appears here<sup>10</sup>. This modification is not rare, with major food platforms in Poland openly boasting that 90% of their couriers are covered by this employment model<sup>11</sup>. Essentially, food delivery platform workers in Poland are employed either as the solo self-employed individuals or under civil law contracts with logistics partners, with no other alternatives.

So the basic question is who the logistics partners really are? These are legal entities registered in Poland that are responsible for the direct employment of couriers within the specific model of platform employment in the analysed sector. These partners not only cooperate in economic and organising terms with the DLPs as such, but above all, from a formal point of view, they are the ones who employ the couriers, pay their wages, insure them, regulate taxes, organise training and materials necessary for their work or even help with the legalisation of employment in the case of foreign workers<sup>12</sup>. Notably, some partners offer their couriers the possibility to process orders from multiple DLPs simultaneously<sup>13</sup>. Payment flows from DLP to the logistics partner, who then distributes wages to courier after deductions of commissions, taxes and social insurance. Logistics partners are crucial in the case of analysed platform employment model, as they do not just act as simple intermediaries.

### **2.3. Who is the employer here? The problem of the effective double subordination of the platform workers in the food delivery sector in Poland**

The presence of the logistics partners in the platform employment model is an important complication in terms of its correct legal qualification from the perspective of national labour law system. This

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<sup>10</sup> Naturally, a model based only on direct cooperation between the platform and the worker can also be seen here. For example, the Pyszne.pl platform (the Polish version of Just Eat Takeaway.com) operates on a model that does not use logistics partners.

<sup>11</sup> See e.g. Glovo website: *Zarobki. Kim jest partner logistyczny?*, <https://delivery.glovoapp.com/pl/faq-what-is-logistics-partner/> (Accessed: 22.02.2024).

<sup>12</sup> Ibidem.

<sup>13</sup> Some logistics partners explicitly state that they allow the platform workers they employ to work on several platforms at the same time. See e.g. website of logistics partner MP Partners <https://mbpartners.pl/praca/xpressdelivery/> (Accessed: 22.02.2024).

is because, to a certain extent, logistics partners act as quasi-employers, and this is independent of the specifics of the relationship between the courier and the DLP itself. This is an important complication in the context of the discussion on the subordination of platform workers to the DLPs, as in the case under consideration, this subordination is blurred and atomised between the DLP and the logistics partner.

On the one hand, there is no doubt that the platform worker is also subject to the algorithmic subordination of the DLP<sup>14</sup>. In this view, the DLP exercises daily supervision over the platform workers through the app, which becomes the means of determining the platform workers' access to orders placed by consumers, and thus the factor shaping their access to work. Without downloading the app, registering and logging in, the courier will undoubtedly not be able to carry out their work. In addition, it should not be forgotten that it is the DLP that determines the wages for a given course, making them dependent on the number of active couriers, weather conditions or other elements unknown to the platform workers themselves<sup>15</sup>. It should also be noted that the courier is constantly monitored by the DLP's app during the delivery. All of these aspects constitute organisational activities that are reserved for the employer in the classical model of employment. In addition, the degree and extent of the DLP's influence on the courier's ability to perform the work clearly indicates that a relationship of subordination and dependence is created in the described model<sup>16</sup>.

On the other hand, in the model analysed, the platform worker also remains in at least a partially dependent legal relationship with the logistics partner. It should be remembered that the partner is the entity that formally employs the courier. Typically, the basis of the employment relationship used here is a mandate contract governed by civil law<sup>17</sup>. What is important, as the Polish Supreme Court points out, is that features of management and subordination are also present

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<sup>14</sup> E. Pignot: *Who is Pulling the Strings in the Platform Economy? Accounting for the Dark and Unexpected Sides of Algorithmic Control*. "Organization" 2021, vol. 30, no. 1, pp. 140–167.

<sup>15</sup> Eurofound: *Employment and Working Conditions of Selected Types of Platform Work*. Publications Office of the European Union, Luxembourg 2018, pp. 23–24.

<sup>16</sup> Ibidem, p. 28.

<sup>17</sup> See e.g. Glovo website: *Zarobki. Kim jest partner logistyczny?*...

in a contract of mandate<sup>18</sup>. Indeed, it is not uncommon for DLPs themselves to drive out potential couriers, in a sense, to mandate contracts with logistics partners – for it is worth noting that for most major food platforms in Poland, a mandate contract concluded with a partner is the only accepted form of employment in the sector apart from the solo self-employment<sup>19</sup>.

It is also worth noting that logistics partners are often also responsible for the organisational dimension of courier employment<sup>20</sup>. For example, despite the fact that the terms of remuneration for delivery are determined by the DLP, in the model under consideration it is the logistics partner who is responsible for the direct payment of remuneration, the payment of income tax advances and the payment of any social security contributions. In addition, it can be seen from the partners' own websites that they also offer couriers professional training and provide them with basic working tools, or take the trouble to legalise the employment of potential platform workers from third countries. It is also worth noting that logistics partners in Poland often run a very diversified business, allowing 'their' couriers to simultaneously provide delivery services in cooperation with various, *de facto* competing, DLPs, even creating their own applications for this purpose, combining orders from different DLPs at the same time.

### **3. An attempt to legally classify platform employment in the food delivery sector in Poland**

A common dilemma associated with the platform work is the impossibility of fully encapsulating the phenomenon in a rigid legal framework. In virtually all countries where platform work occurs, the existing framework of the national legal system has proved insufficient to provide effective protection for platform workers<sup>21</sup>. The primary is-

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<sup>18</sup> Judgment of the Supreme Court of 21.01.2021, ref. III PSKP 3/21, LEX No. 3108632.

<sup>19</sup> Glovo website: Zarobki. Kim jest partner logistyczny?...

<sup>20</sup> Ibidem. On the aforementioned website, Glovo directly provides a list of its logistics partners with an indication of the organisational areas for which they are responsible.

<sup>21</sup> V. De Stefano, I. Durri, C. Stylogiannis, M. Wouters: *Platform Work and the Employment Relationship*. ILO Working Paper, no. 27, International Labour Organization, Geneva 2021.



sue lies in the appropriate classification of platform work – it can be seen either as part of the traditional employment relationship, classifying the platform worker as an employee<sup>22</sup> and the DLP as an employer<sup>23</sup>, or as an independent, atypical employment form outside the conventional legal boundaries<sup>24</sup>. This dilemma is not new to the Polish labour law system either, where the current legal measures do not address the phenomenon of platform work at all, mirroring at least a two-decade policy of neglecting protection for non-employee atypical workers.

The Polish labour law system is based on the full protection of employees who are engaged in an employment relationship in its narrow sense, based on the provisions of the LC. In other words, those who do not fit into the classic model of an employment relationship do not benefit from most of the mechanisms protecting the employee as the weaker party in the employment relationship, with some narrow exceptions. Turning to the LC, we learn that an employee is a person employed solely on the basis of an employment contract, appointment, election, nomination or cooperative employment contract (Article 2LC). However, it is also worth mentioning the structure of the employment relationship, which, according to the provision of Article 22 § 1 LC, is based on the following constitutive elements:

- the obligation of an employee to perform predetermined type work activities;
- the managerial authority of an employer and the subordination of the employee;
- the performance of work activities at a predetermined time and place;
- and the chargeability of the relationship in the form of cyclical remuneration.

Taken together, the above elements make it clear that the model configuration of an employment relationship as defined by the LC

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<sup>22</sup> Such a perspective has been adopted, for example, in Spain. See L. Mella Méndez, M. Kurzynoga: *The Presumption of the Employment Relationship of Platform Workers as an Opportunity to Eliminate Obstacles Arising from Competition Law in the Conclusion of a Collective Agreement: The Example of Spain*. "Białostockie Studia Prawnicze" 2023, vol. 28 no. 4, pp. 197–216.

<sup>23</sup> V. De Stefano: *Platform Work and the Employment Relationship...*

<sup>24</sup> Ibidem.



consists primarily of an employment contract concluded for an indefinite period of time, on a full-time basis, provided for an extended period of time at a predetermined location and with predetermined working hours<sup>25</sup>. Equally important are the rules governing the issue of remuneration of employees, which, at the basic level, do not depend on the achievement of specific results, but on the willingness to work and on the diligence with which they work<sup>26</sup>.

In the described context, platform work in the food delivery sector in Poland – generally – does not fall within the framework of a classic employment relationship, making it challenging to classify platform workers as employees under LC. The involvement of both the DLP and the logistics partner make the distinctive features of the classic employment relationship blurred or non-applicable in the case of platform couriers. This problem is highlighted by the absence of a formal employment contract, the diluted employer's managerial competence and double subordination to the DLP and the logistics partner and the non-existent work schedule, as couriers decide their working hours<sup>27</sup>. It is also worth mentioning that in the model under consideration wages are result-based and depend on successful deliveries<sup>28</sup>. Finally, it cannot be overlooked that the employment relationship is a bilateral relationship between an employee and an employer. In contrast, in the case of platform work in the sector under study, we are dealing with two entities that exercise the powers and obligations of an employer, which clearly pushes the analysed platform employment model beyond the framework of the employment relationship regulated by the Polish labour law system.

The difficulty of recognising platform work as an employment relationship under LC is also indirectly confirmed by the Polish State

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<sup>25</sup> E. Bąk: *Nietypowe formy zatrudnienia na rynku pracy*. Warszawa 2009, pp. 9–10; A. Berezka: *Nietypowe formy zatrudnienia w Polsce na tle wybranych krajów Unii Europejskiej*. "Studia i Prace Wydziału Nauk Ekonomicznych i Zarządzania" 2012, p. 10; M. Gersdorf: *Kodeks zatrudnienia wyzwaniem przyszłości*. In: *Zatrudnieni i zatrudniający na aktualnym rynku pracy*. Ed. M. Gersdorf. Warszawa 2012, pp. 45–50, and K. Liptak: *Is Atypical Typical? Atypical Employment in Central Eastern European Countries*. "Employment and Economy in Central and Eastern Europe" 2011, no. 1, p. 4.

<sup>26</sup> See Supreme Court Decision of 27.09.2023, ref. II USK 317/22, LEX No 3620616.

<sup>27</sup> Eurofound: *Employment and Working Conditions...*, p. 25.

<sup>28</sup> Ibidem.

Labour Inspectorate itself<sup>29</sup>. There have already been inspections of such DLPs as Uber Eats in Poland, and as the Chief Labour Inspector admits, from a legal perspective, DLPs in the food delivery sector in Poland do not carry out activities that would allow them to be legally recognised as employers of couriers, as the contracts that serve as the basis for employment are only concluded between logistics partners and platform workers<sup>30</sup>.

From a conceptual point of view it seems that platform work in the food delivery sector in Poland is an example of atypical non-employee employment. In this model, the element common to basically all forms of the atypical non-employee employment is primarily the widespread use of the contract of mandate or comparable civil law contracts. The specific feature, however, is the presence of not one, but two quasi-employers – a DLP and a logistics partner. Platform work classified in this way is not covered by the relevant provisions of the Polish labour law system, with the exception of the provisions on OHS and on equal treatment and non-discrimination in employment.

#### **4. The presumption of employment relationship in the Platform Directive in the light of the identified characteristics of the model of platform employment in the food delivery sector in Poland**

*De lege lata*, platform workers in the food delivery sector in Poland remain outside the full range of legal protection guaranteed by the national labour law system, which is reserved exclusively for employees. *De facto*, at present, the only way for a platform worker to benefit from full legal protection is to obtain the status of an employee under the LC. From a legal point of view, this is not possible under the current model of employment in the food delivery sector, as the reconstructed model does not have the constitutional characteristics of an employment relationship within the meaning of the LC. In such a case,

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<sup>29</sup> *Jak kurierzy Uber Eats obchodzą obowiązek zezwolenia na pracę w Polsce*, <https://www.rp.pl/praca-emerytury-irenty/art1252671-jak-kurierzy-uber-eats-obchodza-obowiazek-zezwozenia-na-prace-w-polsce> (Accessed: 22.02.2024).

<sup>30</sup> *Ibidem*.

the only available gateway to legal protection remains an action to establish the employment relationship, which will also require the platform worker to prove the actual presence of the constitutive features of an employment relationship in their relation. This is a difficult – if not impossible – task in a model where the powers and obligations of the employer are blurred between the DLP and the logistics partner.

The current situation may change with the implementation of the mechanisms proposed in the Platform Directive, which entered into force on 1 December 2024 and should be transposed at national level by 2 December 2026. The Article 5 of the Platform Directive obliges Member States to introduce a rebuttable presumption of an employment relationship between a DLP and a platform worker. Unlike previous versions of the document, the final text of the Platform Directive does not base the presumption in question on specific indicia, but on facts showing that the platform worker is controlled and directed by the DLP. As a result, the current simplified form of presumption in the Directive does not lead to an automatic reclassification of the employment relationship, but is rather a streamlined procedural mechanism (a procedural facilitation) for the correct classification of a given legal relationship as an employment relationship in accordance with the national law, collective agreements or practice in force in the Member States, taking into account the relevant case law of the Court of Justice<sup>31</sup>.

Taking into account Article 3 of the Platform Directive, it is also worth noting that the presumption is not weakened by the presence of domestic intermediaries (implicitly logistics partners) in the practice of employing platform workers, which in a sense positions logistics partners (and other quasi-intermediaries) as irrelevant in the process of classifying platform work. It is hard not to get the impression that the Platform Directive overlooks the involvement of logistics partners, treating them mainly as a subjective tool to dilute the managerial and organisational competences of the DLPs themselves, in order to hinder the process of recognition of DLPs as employers.

The presumption contained in the Platform Directive in its current form does not impose ready-made solutions and is not based on

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<sup>31</sup> A. Aloisi, V. De Stefano: *'Gig' Workers in Europe: the New Platform of Rights*. 16 March 2024. [https://www.socialeurope.eu/gig-workers-in-europe-the-new-platform-of-rights?utm\\_content=buffer23e8a&utm\\_medium=social&utm\\_source=linkedin.com&utm\\_campaign=buffer](https://www.socialeurope.eu/gig-workers-in-europe-the-new-platform-of-rights?utm_content=buffer23e8a&utm_medium=social&utm_source=linkedin.com&utm_campaign=buffer) (Accessed: 24.03.2024).

concrete indices, which has undoubtedly made the process of correctly classifying platform workers more difficult for platform workers. This 'soft' formulation of the presumption is, on the one hand, less precise and unambiguous, but on the other hand, it is general and flexible enough to make it more difficult for DLPs to manipulate their employment models in order to avoid classifying a given relationship as an employment relationship<sup>32</sup>. The fact that the Platform Directive ultimately does not contain a closed catalogue of conditions for the presumption of an employment relationship means that it will ultimately be up to the Member States to decide on the effectiveness of the procedure for reclassifying platform work. In the case of the Polish legal system, everything will depend on political will and agreements between the government and the social partners. However, we should not expect a revolution with this text of the Directive, but rather a conservative solution, which will probably refer to the rule already in force in Articles 22 § 1<sup>1</sup> and 1<sup>2</sup> LC, according to which the employment relationship is determined by the existence of emblematic conditions, regardless of the name of the formally concluded contract or the attempt to replace the employment relationship with a civil law contract.

## 5. Concluding remarks

The analysis has led me to come to the following conclusions:

1. Platform work in the food delivery sector in Poland has complex nature, consisting of a blurring of supervisory, managerial and organisational powers (classically reserved for the employer) between the DLP and the logistics partner. In this model, there are elements of *de facto* subordination of the platform worker both to the DLP itself and to the logistics partner. *De lege lata*, these features make it impossible to classify the employment model analysed as an employment relationship in the sense of the Polish labour law system.
2. The implementation of the Platform Directive will allow platform workers to be brought within the full regulatory scope of the national labour law system. Given the current incompatibility of the indices of the legally defined model of the employment relationship, it will be necessary to adopt a new, broader paradigm of the em-

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<sup>32</sup> Ibidem.

ployment relationship. A side effect of this necessity will be a significant extension of the subjective scope of labour law, not only to platform workers, but also to other categories of non-employee atypical workers, who, according to the principle of equality, should also be covered by similar protection.

3. There is no doubt that platform workers should enjoy greater legal protection than is currently the case. This is indeed the purpose of the Platform Directive. A potentially important element of the solutions promoted at European level is the presumption of an employment relationship in the case of platform workers, which in the final text of the Platform Directive is no longer based on specific indicators, but on individual facts relating to the control and direction exercised by a DLP over a platform worker. The unspecified presumption of an employment relationship makes it clear that, with this wording of the Platform Directive, it will be the Member States who will ultimately decide on the actual effectiveness of the solution under consideration, which, with strong lobbying by DLPs, may significantly weaken the ultimate potential of the legal changes being promoted and may make the legal protection of platform workers in this dimension superficial in individual jurisdictions.

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**Problem podwójnego podporządkowania  
pracowników platform gastronomicznych w Polsce  
jako wyzwanie klasyfikacyjne dla polskiego systemu prawa pracy**

**Streszczenie**

W przypadku polskiego rynku pracy model zatrudnienia pracowników platformowych, szczególnie w sektorze dostawy jedzenia, różni się od tradycyjnego stosunku pracy, zazwyczaj obejmując formalnie cywilnoprawne relacje między pracownikiem platformowym, partnerem logistycznym i cyfrową platformą pracy. W modelu tym, nierzadko pracownik platformowy jest podporządkowany dwóm podmiotom, co ma istotne konsekwencje organizacyjne i rodzi zasadne rozterki klasyfikacyjne. Celem analizy jest próba prawnego sklasyfikowania modelu zatrudnienia pracowników platformowych w sektorze dostawy jedzenia, a także krytyczna ocena domniemania istnienia stosunku pracy forsowanego w projektowanej dyrektywie UE w sprawie poprawy warunków pracy za pośrednictwem platform internetowych.

**Słowa kluczowe:** praca platformowa, podporządkowanie, stosunek pracy, domniemanie istnienia stosunku pracy, cyfrowa platforma pracy, partner logistyczny