

Fairwork

A LONG WAY TO GO FOR LABOUR

PROTECTION IN THE PLATFORM

ECONOMY

Fairwork Spain Ratings 2024



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Executive Summary

This first report in Spain based on the Fairwork methodology evaluates the working and employment conditions of seven digital platforms in four economic sectors: delivery, in the case of Just Eat, Glovo and the cooperative La Pájara; ride-hailing, with the Cabify and Uber platforms; moving, home maintenance and mounting services, with the experience of TaskRabbit; and home cleaning services, in the case of MyPoppins.

The analysis of the seven platforms has focused on the five principles for ensuring fair and decent work of the international Fairwork project, the contents of which are presented in detail throughout the rest of this report: *fair pay, fair conditions, fair contracts, fair management, and fair representation.*

The spread of digital platforms that manage services between consumers and the professionals who perform them has been continuous over the last decade in Spain. The Spanish labour market has been characterized in the previous four decades by high unemployment rates (general and, with special intensity, among the youth), remaining continuously at figures that double the unemployment rate of the European Union (as shown for decades by data from the Spanish National Institute of Statistics and Eurostat). This structural situation has favoured the consideration that the new digital platforms can be a resource for job creation, especially for young people, women, migrants and people with lower levels of qualification, who could join the labour market in a more flexible way.

However, as in other European and international economies, this growth of the Spanish platform economy has led to the emergence of a double debate: 1) discussions on whether people working for a platform are workers with an employment relationship as employees (protected by Spanish labour law) or whether, on the contrary, they are self-employed workers (with fewer rights and lower levels of social protection); 2) discussions on the quality of employment in digital platforms, on the low wages and lack of protection against occupational hazards, with deregulated and poor working and employment conditions.

As a result of these debates, the Spanish government, following a Supreme Court ruling that recognized the labour nature of work on and for platforms, approved the so-called Rider Law.¹ This law recognizes, only for the delivery sector, the existence of an employment relationship between the platform and the riders, who would thus be under the broadest protection of labour law, with the aim of improving their employment conditions and to avoid the usual precariousness and vulnerability of the Spanish labour market.

This first report for Spain based on the Fairwork methodology aims to assess whether, in general terms, the seven digital platforms analyzed promote minimum standards for fair and decent work. The documentary and fieldwork carried out clearly shows that most of these platforms are still far from demonstrating, through sufficient documentary evidence, that they are moving towards these fair working and employment conditions.

Only one of them, Just Eat, has demonstrated that it provides a remuneration similar to the legally defined minimum wage in Spain, but not a decent living wage, from which a worker and his family can live with dignity. The remaining six platforms have not been able to demonstrate that they guarantee, at least, a remuneration equivalent to the minimum wage. Just Eat, as well as the delivery cooperative La Pájara, have also demonstrated that they have adequate protection against occupational hazards and their effects (including accidents and sick leave), while two other platforms (Cabify and Uber) could improve and be more efficient in preventing the deterioration of the occupational health of those who work for them. The other three platforms, which operate

only with self-employment (Glovo and TaskRabbit) or delegate to the client the responsibility of formalizing the employment relationship (MyPoppins), could not demonstrate the mobilization of sufficient resources for the elimination or control of occupational hazards and their possible negative effects on those who work for them.

Something similar occurs with respect to the clarity and transparency of employment contracts or “terms and conditions” for the provision of services of those who work for the platforms. With the exception, again, of Just Eat and the cooperative La Pájara, with fair contracts, the remaining five platforms incorporate clauses that allow them to modify, unilaterally and without prior notice, the conditions and organization of work, transferring to those who work for them legal and economic responsibilities that should be assumed by the platforms themselves. On the contrary, in general, it can be affirmed that the seven platforms have shown to be committed, although with a very large space for improvement, to practices that avoid discrimination (for reasons of gender, nationality, sexual orientation): all the platforms respect diversity.

Finally, four of the platforms, with a labour contracting model (Just Eat, La Pájara, Uber and Cabify) are

guaranteeing the rights of unionization and collective representation of their workers, and not hindering a legally recognized union activity in Spain. The case of the delivery platform Just Eat stands out, which has innovatively signed a first company agreement with the most important Spanish unions, Comisiones Obreras (CCOO) and Unión General de Trabajadores (UGT), to regulate its working conditions in a negotiated manner. This platform has publicly emphasized its support for the so-called Rider Law and its recognition of the labour character of those working on delivery platforms.

Therefore, this first report in Spain based on the Fairwork methodology shows, although exploratorily, the *job quality* in the platform economy and the distance of each of the seven platforms evaluated with respect to conditions that favour fair work, with recommendations on how to advance towards this goal. The La Pájara cooperative obtained 8 points out of a possible 10. The Just Eat platform scored 7 points, while Cabify, Uber, and Taskrabbbit scored 2 points. The remaining two platforms, Glovo and MyPoppins and have not provided sufficient evidence for us to be able to award any of the 10 possible points.



Main results



FAIR PAY

In 2022, the Minimum Wage in Spain was set at €1,000 gross per month (€1,080 in 2023), in 14 payments throughout the year, for a full-time working day (40 hours per week). Considering a maximum of 1,826 working hours per year, the minimum hourly wage has been set at around €8.3 (gross or before tax) in 2023, while in 2022 it was around €7.7 gross per hour. For our assessment, the scores take into account the remuneration received for the hours actually worked. The income estimate also considers the expenses that workers as independent contractors must bear to perform their tasks for the platform (expenses for equipment and its maintenance, travel, cell phone use, insurance, fuel, etc.).

Of the seven platforms analyzed, only one (Just Eat) guarantees an hourly income equal to or above the minimum wage legally established in Spain to those who work for it, so it has received the first point of this Fairwork principle. The rest of the analyzed platforms have not provided evidence that they pay these minimum income per hour actually worked. Some of them (Cabify, Uber), according to testimonies collected from people working for them, require the development of 60-70 weekly working hours for the income obtained to reach the minimum wage. Therefore, Cabify, Uber, TaskRabbit, Glovo, MyPoppins and La Pájara have not obtained the first point of this principle.

In addition, none of the seven platforms analyzed could demonstrate that they provide a decent living wage, above the minimum wage. Based on the estimates made (see the methodological section of this report for more details), it has been established that, in 2023, a decent living wage in Spain should be in the range of between 9.7 and 9.9 euros net per effective hour of work. Thus, none of the seven platforms has been able to obtain the second point of this principle.



FAIR CONDITIONS

Fair working conditions are achieved if companies and organizations implement effective practices to protect the occupational health of those who work for them, eliminating or controlling those risk factors in their tasks that can cause them harm, and providing adequate safety equipment.

Again, only two platforms, Just Eat and the cooperative La Pájara, have shown sufficient evidence of a commitment to occupational health protection, applying adequate preventive measures, in a lasting and systematized manner, as established in Spanish and European labour legislation.² Both platforms have been assigned the first point of this principle.

The remaining five platforms either need to vastly improve the existing protection measures, make them more effective and adapted to the characteristics of their work processes, with more resources (e.g. individual protection equipment) and enough time for those who work for them to learn to work safely, as in the case of Cabify and Uber. Glovo, MyPoppins and TaskRabbit still need to demonstrate they have incorporated appropriate measures to ensure their workers' occupational health from the outset. None of these five platforms have presented sufficient evidence of compliance with this criterion, so they have not received the first point of this principle.

Platforms that recognize the existence of a salaried employment relationship for their workers (Just Eat, La Pájara, Uber and Cabify) guarantee access to labour protection and guaranteed income from the Spanish Social Security system (e.g. paid sickness and accident protection, paid maternity and paternity leave). In addition, they also guarantee access to a system of private medical protection supported by employers that collaborates with Social Security in the management of important benefits of the Social Security system such as occupational contingencies, through the (mixed private-public) Mutual Insurance Companies for Accidents at Work and Occupational Diseases³. These platforms also paid, to a greater or lesser extent, an additional private accident insurance for their workers. These four platforms have received the second point of this principle.

The platforms that maintain a self-employment relationship of workers as *independent contractors* (Glovo, TaskRabbit) or that derive the responsibility for formalizing the salaried employment relationship to the final customer (MyPoppins) do not, however, guarantee this additional sufficient labour protection network, deriving the costs and responsibility for protection to the workers themselves (in the case of the self-employed who must personally bear their social security costs) or to the customers (in the case of the cleaning service workers). This, together with what has been said above about their scant attention to occupational risk prevention, shows the economic vulnerability to which those who work for them are exposed. For all these reasons, these three platforms have not received the second point of this principle.



FAIR CONTRACTS

The Spanish platform economy sector includes, on the one hand, those that offer employment contracts (directly or through other companies), under the protections of Spanish labour law legislation and the broader Social Security system: Just Eat, La Pájara, Uber and Cabify. This “labourization” ensures that those working for these platforms have access to a transparent employment contract, with detailed and clear terms and conditions, specifying working and employment conditions. Just Eat and La Pájara get the first point of this Fairwork principle because they guarantee the transparency of contracts and compliance with their contents, respecting the Spanish Rider Law legislation.

Platforms such as Uber and Cabify seem, however, not to be complying with all contractual clauses (excessive extension of the working day, non-compliance with agreed remuneration or its discretionary modification, and insufficient occupational health protection measures), incorporating other discretionary clauses that make workers financially responsible for incidents in the performance of their tasks (including accidents and damage to vehicles, traffic fines, loss or breakdown of tools and cell phone). These possible non-compliances, identified through interviews with workers who provide services to both platforms, as well as some action by the Labour Inspectorate⁴, mean that Cabify and Uber are unable to obtain the first point of this principle.

Some of these platforms, despite the fact that they usually offer a labour contract to those who work for them, also offer their services through subcontracted third party companies: some in a minority way (Just Eat), others systematically due to the sector’s regulations (Uber and Cabify)⁵. In both cases, the platforms could not demonstrate that they adequately supervise that these subcontractors comply with current regulations or that they guarantee working and employment conditions similar to those of the subcontracting platform, hindering the implementation of fair contracting. As Just Eat, Uber and Cabify could not evidence to supervise or monitor in detail if their subcontractors correctly comply with the contracts clauses for their workers, these three platforms do not obtain the second point of this principle.

La Pájara’s democratic and participatory organizational model allows it to obtain the second point of this principle by not including abusive or discretionary clauses.

Finally, Glovo and TaskRabbit manage their services through self-employed workers (independent contractors), while platforms such as MyPoppins recognize the existence of an employment relationship in the cleaning service provided by their workers but put all responsibility for formalizing this relationship on platform’s customers. MyPoppins presents itself as a simple intermediary, having not demonstrated that it effectively verifies whether the workers using the platform are registered with social security or whether they have an employment contract, thus not contributing with its activity to curb the strong presence of informal employment in the sector.

MyPoppins, Glovo and TaskRabbit manage the provision of services by their workers mainly through “Terms and Conditions” clauses with insufficient levels of clarity and transparency. For all these reasons, none of these three platforms obtains the first point of this principle.

In general terms, the three platforms maintain clauses in these contracts that allow them to unilaterally modify the conditions under which services are provided, as well as the disconnection and expulsion of workers from the platform (lacking internal procedures with sufficient guarantees to claim or challenge the company’s decisions). In many of these platforms, we have also identified discretionary clauses by means of which the platforms put onto workers the bulk of the economic responsibility for possible damages derived from their professional activity. These three platforms do not receive, therefore, the second point of this principle.

In the case of Glovo, it is essential to point out that the platform maintains a strategy of continuous non-acceptance and opposition to the “labourization” obligations established by the Rider Law for the delivery sector, accumulating complaints and administrative sanctions by the Labour Inspectorate ⁶, with some court rulings that begin to support the actions of the Labour Inspectorate (although most of the actions are still awaiting final judgment as the platform has appealed them)⁷. Despite this, the platform still refuses to abandon its business model based on the mobilization of supposedly self-employed workers (bogus self-employed or forced self-employed, in the opinion of the Spanish Labour Inspectorate and Ministry of Labour)⁸.

Regarding the guarantee of fair contracts, further complicating these two models (labour employment and self-employed), in Spain, as in other economies, there are also frequent cases of irregular migrant workers who, in exchange for a commission, “rent” accounts to other people to work “in the shadows” for the platforms (especially in the case of Glovo and MyPoppins). This situation connects a part, probably minor but relevant, of the platform economy with the shadow economy, with no labour rights and no protection.

Regarding the protection of the digital rights of the people working for the platforms, the platforms indicate in detail (although not necessarily clearly), in their contracts or in their “terms and conditions”, how they will treat such data, their archiving and registration, as well as how to access them (following what is established, at least formally, in European and Spanish legislation)⁹. However, almost all the people working for the platforms we interviewed do not sufficiently understand how their personal data is managed, nor the possible risks of its improper use by the platform.



FAIR MANAGEMENT

In general, the platforms have communication channels through which workers can communicate with human representatives to report any incident or request assistance, via chats or messaging. There are also channels available through which workers can complain about issues related to sanctions, incidents relating to wages and work time measurement, etc., including via email, telephone, web and intranet, and face-to-face service, although these channels are not always indicated in employment contracts or in the “terms and conditions”. Despite this diversity of communication channels, response times are not always agile or quick, and explanations are not always sufficiently detailed for the resolution of complaints initiated by those who work for them.

In the case of Just Eat, La Pájara and Task Rabbit, the three platforms meet all these criteria and receive the first point of this Fairwork principle.

In the case of Cabify, Uber and Glovo, internal communication with the company is usually unidirectional and basically oriented to ensure managerial control of the activity of the people who work for them, with communication channels (not always human) in which no evidence has been accredited of their usefulness in solving the problems reported in their work. In the case of MyPoppins, even the communication channels and complaint procedures are not incorporated in the “terms and conditions” document. For these reasons, these four platforms do not receive the first point of this principle.

Another central dimension of this Fairwork principle for fair management is focused on assessing whether the platforms ensure that there are no discriminatory practices based on ethnicity, nationality, gender, age, sexual orientation, etc. The platforms do not seem to be engaging in discriminatory practices, as stated by all interviewees working for the seven platforms, although in almost all sectors, especially in delivery, ride-hailing, and home cleaning services (also care services), there is an overrepresentation of people of migrant origin, with a clear underrepresentation of women among riders and drivers, together with their absolute overrepresentation in house cleaning, with a large number of migrant women in an irregular administrative situation that makes them very vulnerable at work (e.g. through sexual aggression, inadequate remuneration, etc.).

The La Pájara cooperative, based on a democratic and assembly-based work organization, explicitly states in its procedures its commitment to non-discrimination and inclusion. It has shown evidence of its proactive practices, so it achieves the second point.

In their public and advertising communications, the remaining six platforms explicitly state their commitment to respect for the diversity and equality of all people working for them.

However, they do not have specific policies or measures clearly designed to identify and eliminate access barriers for groups with greater social discrimination of origin (for those usual reasons of gender, ethnicity, sexual orientation, etc.). This absence of proactivity in anti-discrimination practices prevents assigning any of the six platforms (Glovo, Just Eat, Cabify, Uber, MyPoppins and Task Rabbit) the second point of this Fairwork principle.



FAIR REPRESENTATION

To achieve fair work, digital platforms must ensure that they favour and respect the freedom of association or unionization of the people who work for them. In the case of salaried work, this recognition of the collective organization of workers for the defence of their interests in industrial relations negotiation processes is protected in Spanish labour legislation.

The analyzed platforms that recognize the salaried nature of the work they manage (Just Eat, La Pájara, Cabify and Uber) are the only ones that are respecting this principle of fair representation, in the first two cases more broadly than in the last two, but always complying with the right to unionization and freedom of association in Spain. For all these reasons, these four platforms receive the first point of this principle.

Union representation is still limited in these platforms, although processes are underway to elect union representatives and negotiate collective bargaining agreements and/or company agreements on working conditions of platforms.

Regarding the Spanish platforms that have opted to incorporate self-employment (Glovo and TaskRabbit), Spanish legislation does not recognize the right of self-employed workers to representation or collective bargaining in the companies with which they collaborate. The non-acceptance of the labour nature of the employment relationship simultaneously implies the denial of the recognition of the right of representation and collective bargaining to those who work for these platforms: neither the legitimacy nor the capacity of interlocution of collective bodies representing the interests of workers is recognized. Something similar occurs in the case of platforms such as MyPoppins, which are conceived as mere intermediaries in the provision of services and put the responsibility for the role of employers onto private clients. Thus, these three platforms could not be assigned this first point of this Fairwork principle.

Regarding the promotion of collective bargaining processes for a more democratic governance, Just Eat, La Pájara, Uber and Cabify have developed processes for the election of union representatives with collective agreements regulating working conditions. For all these reasons, the four platforms have received the second point of this principle.

Meanwhile, Glovo, MyPoppins and TaskRabbit, by not recognizing the obligation of union recognition, have not demonstrated to have developed formalized collective bargaining processes. These platforms therefore do not make any effort to promote democratic governance, nor collective representation of workers on the platform, so they cannot obtain the second point of this Fairwork principle.



A long way to go to protect labour in the platform economy

The approval in 2021 of Spanish Law 12/2021, the so-called Rider Law, marked an important step forward in the protection of the rights of platform economy workers in Spain by recognizing their status as salaried platform workers, as well as the right of workers' legal representatives to be informed of the parameters on which the algorithms used by companies in the management of industrial relations are based.

More than two years after its entry into force, the positive aspects of the Rider Law can be seen, for example, in the increase in the number of salaried workers within the delivery sector (from 5,500 in May 2021, when the law was passed, to almost 11,000 in August 2022, one year after its entry into force)¹⁰, in the number of regularizations of bogus self-employed carried out by the Labour Inspectorate¹¹ or in the normalization of the exercise of collective labour rights (e.g. election of works councils, collective bargaining) in some of these platforms (Just Eat).

However, as we analyze in more detail in the "Theme in Focus" section of this report, the progress achieved by the Rider Law is insufficient for the challenges facing the platform economy in Spain today. Firstly, because union access to algorithmic information from platforms is still far from being standardized. Secondly, because the obligation to recognize the salaried nature of the employment relationship advocated by the Rider Law

is limited to the delivery sector, leaving out the rest of the sectors where the platform economy is present. Thirdly, because the two main delivery platforms in Spain (Glovo and Uber Eats, with 25% and 21% of the market share, respectively) are not applying the principle of "presumption of an employment relationship" advocated by the Rider Law (with complaints of non-compliance with the law by the Labour Inspectorate and the Spanish Ministry of Labour). Despite the financial penalties imposed (205 million euros in the case of Glovo) and threats of prison sentences of up to 6 years for those who systematically resort to the figure of "false/bogus self-employed", both platforms continue, to this day, to mobilize their delivery riders as self-employed workers (false self-employed according to trade union organizations, the Ministry of Labour and the Labour Inspectorate)¹². The Labour Inspectorate continues to act against these platforms, which appeal to the courts against all the sanctions they receive, while keeping their organizational model intact. The problem is that,

while the courts of justice rule (which in Spain can be a long wait), the effectiveness of the Rider Law to protect delivery workers is significantly compromised. These are not, however, the only problems facing workers in the platform economy.

THE NEGATIVE EFFECTS OF SUBCONTRACTING ARE FURTHER AGGRAVATED IN THE CASE OF “ACCOUNT RENTING”, A PRACTICE THAT IS QUITE WIDESPREAD IN THE DELIVERY SECTOR AND IN THE HOUSEHOLD CLEANING SECTOR, AND WHICH ESPECIALLY AFFECTS IRREGULAR MIGRANTS.

In Spain, the platform economy frequently resorts to subcontracting practices, sometimes under formulas that are not legally permitted (such as the illegal transfer of workers). Recourse to subcontracting, even in its legal variants, often entails fewer guarantees and rights for workers, as well as less responsibility for the platforms with respect to the fate of the workers they mobilize: we have seen this in the delivery sector (on platforms such as Just Eat), as well as in ride-hailing (Uber and Cabify). The negative effects of subcontracting are further aggravated in the case of “account renting”, a practice that is quite widespread in the delivery sector and in the household cleaning sector, and which especially affects irregular migrants. Most of the affected platforms that we have analyzed lack an effective strategy to combat this type of practice: some seem to choose to ignore the phenomenon (such as MyPoppins), while others directly normalize it and integrate it into their daily operations (Glovo)¹³. In any of its modalities, subcontracting entails a risk of loss of rights for workers in the platform economy, so its practice should be limited.

In general terms, we can appreciate that working and employment conditions in the Spanish platform economy are still quite precarious: low wages; insufficient or excessive working hours; unpaid working time; insufficient protection against occupational hazards; widespread presence of “false or bogus self-employed” and subcontracting; unilateral changes in working conditions and presence of abusive clauses in contracts of “terms & conditions of use” provided; precarious recognition of collective representation and collective bargaining rights, etc. Many of these problems persist even in those platforms and sectors where the salaried nature of the employment relationship is recognized and where there is union representation, works councils and collective bargaining agreements.

In the ride-hailing sector, for example, the transportation service of the platforms (Uber, Cabify) is provided by companies owning VTC vehicles (ride-hailing companies through their chauffeur-driven fleet of automobiles, including Vector, Auro, and Moove Cars) that hire their drivers as employees and usually have union representation (and, in regions such as the Community of Madrid, even a sectoral collective agreement; cf. the section on Legal Context of this report)¹⁴. Despite this, the current organizational model in the sector (based on variable pay linked to the achievement of very high minimum monthly turnover volumes) obliges drivers to work 60-70 hours per week to obtain an income per hour worked that is barely above the Spanish minimum wage. In the delivery sector, Just Eat, the platform that has been most respectful of the application of the Rider Law and which offers by far the best work standards in the sector, continues to use subcontracting and mobilizes its own workers on part-time (permanent) contracts. The platform offers its workers a reduced number of working hours, which they extend from time to time, flexibly and unilaterally depending on the daily evolution of demand. The overall income obtained by the riders is usually insufficient for their subsistence, and they have to resort to moonlighting, with a high labour turnover (which limits the establishment of rights in the company).

Thus, despite the progress made since the approval of the Rider Law, working and employment conditions in the platform economy in Spain are still precarious, with modest job quality standards. In fact, some of the top-rated digital platforms in our study (Just Eat) limit themselves to applying current labour legislation, moving very little away from the minimum standards

that are, actually, mandatory for any company. The room for improvement in labour protection in the platform economy is therefore still wide: both in terms of setting more ambitious labour standards, and in their effective application to the whole of a platform economy that continues to spread in Spain through new sectors (and old practices of lack of labour protection). This first report in Spain based on the methodology of the Fairwork project has made it possible to show the existing working and employment conditions in the platform economy operating in Spain. It has also made it possible to formulate recommendations to the platforms on how to enhance their future scores through possible organizational improvements that will allow them to obtain those points of the Fairwork principles that, on this occasion, they have not obtained because they have not provided sufficient evidence of their compliance.

**DESPITE THE PROGRESS
MADE SINCE THE APPROVAL
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THE FAIRWORK PROJECT

Towards Decent Labour Standards in the Platform Economy

Fairwork evaluates and ranks the working conditions of digital labour platforms. Our ratings are based on five principles that platforms should ensure in order to be considered to be offering basic minimum standards of fairness.

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

The Fairwork project is coordinated from the Oxford Internet Institute and the WZB Berlin Social Science Center. Our growing network of researchers currently rates platforms in 40 countries across five continents. In every country, Fairwork collaborates closely with workers, platforms, advocates and policymakers to promote a fairer future of platform work.

Fairwork Countries

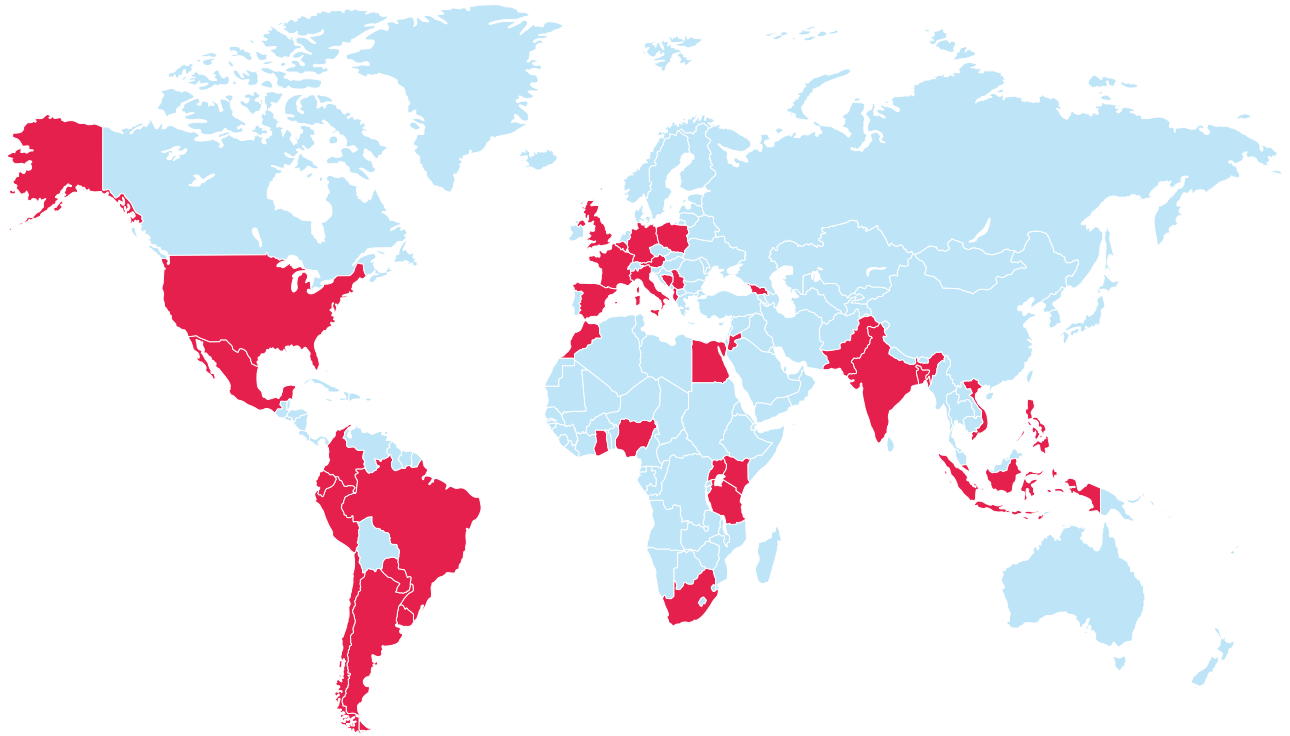


Figure 1: Map of the Fairwork Countries

AFRICA

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

ASIA

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

EUROPE

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

SOUTH AMERICA

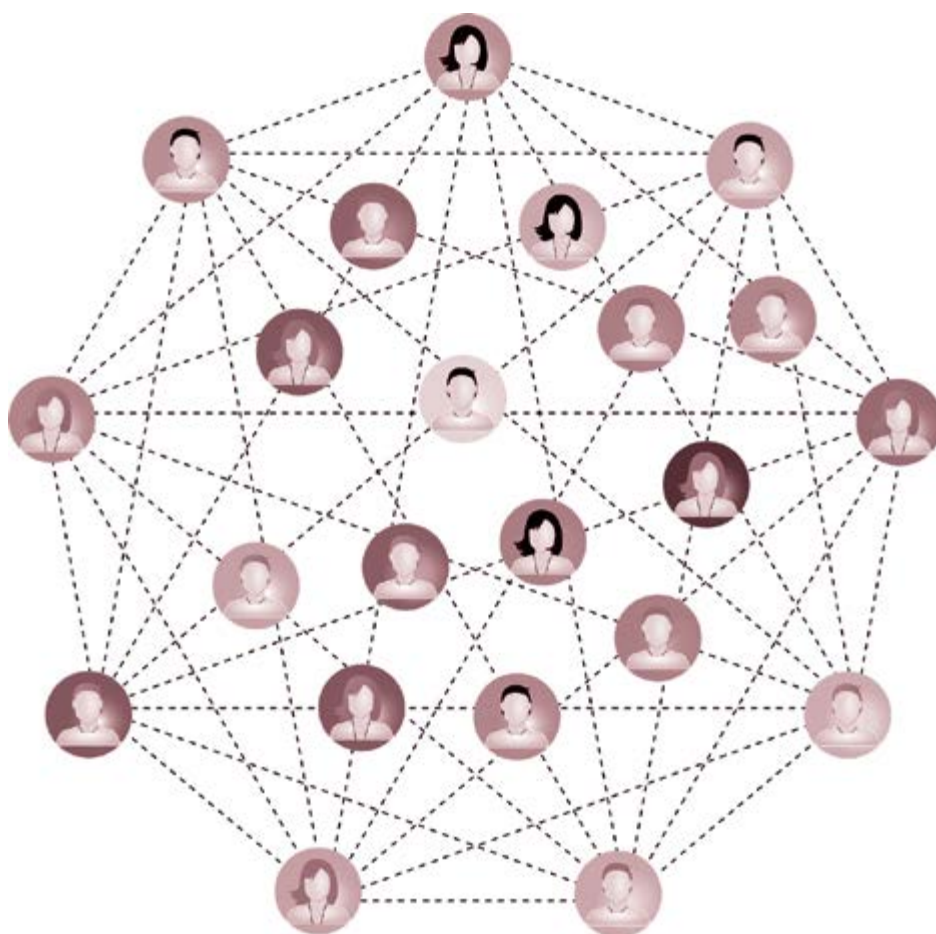
Argentina, Brazil, Chile, Colombia, Ecuador, Paraguay, Peru, Uruguay

NORTH AMERICA

México, US

The Fairwork Framework

The five Fairwork principles were developed through multiple multi-stakeholder workshops at the International Labour Organisation. To ensure that these global principles were applicable in the Spanish context, we have subsequently revised and fine-tuned them in consultation with different stakeholders in Spain.

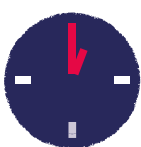


The five principles



Fair Pay

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



Fair Conditions

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



Fair Contracts

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



Fair Management

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



Fair Representation

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

Methodology Overview

The Fairwork project uses three approaches to effectively measure fairness of working conditions at digital labour platforms: desk research, worker interviews and surveys, and interviews with platform management. Through these three methods, we seek evidence on whether platforms act in accordance with the five Fairwork Principles.

We recognise that not all platforms use a business model that allows them to impose certain contractual terms on service users and/or workers in such a way that meets the thresholds of the Fairwork principles. However, all platforms have the ability to influence the way in which users interact on the platform. Therefore, for platforms that do not set the terms on which workers are retained by service users, we look at a number of other factors including published policies and/or procedures, public statements, and website/app functionality to establish whether the platform has taken appropriate steps to ensure they meet the criteria for a point to be awarded against the relevant principle.

In the case of a location-based work platform, we seek evidence of compliance with our Fairwork principles for location-based or 'gig work' platforms, and in the case of a cloudwork platform, with our Fairwork principles for cloudwork platforms.

Desk research

Each annual Fairwork ratings cycle starts with desk research to map the range of platforms to be scored, identify points of contact with management, develop suitable interview guides and survey instruments, and design recruitment strategies to access workers. For each platform, we also gather and analyse a wide range of documents including contracts, terms and conditions, published policies and procedures, as well as digital interfaces and website/app functionality. Desk research also flags up any publicly available information that could assist us in scoring different platforms, for instance the provision of particular services to workers, or the existence of past or ongoing disputes.

The desk research is also used to identify points of contact or ways to access workers. Once the list of platforms has been finalised, each platform is contacted to alert them about their inclusion in the annual ranking study and to

provide them with information about the process. All platforms are asked to assist with evidence collection as well as with contacting workers for interviews.

Platform interviews

The second method involves approaching platforms for evidence. Platform managers are invited to participate in semi-structured interviews as well as to submit evidence for each of the Fairwork principles. This provides insights into the operation and business model of the platform, while also opening up a dialogue through which the platform could agree to implement changes based on the principles. In cases where platform managers do not agree to interviews, we limit our scoring to evidence obtained through desk research and worker interviews.

Worker interviews

The third method is interviewing platform workers directly. A sample of 6-10 workers are interviewed for each platform. These interviews do not aim to build a representative sample. They instead seek to understand the processes of work and the ways it is carried out and managed. These interviews enable the Fairwork researchers to see copies of the contracts issued to workers, and learn about platform policies that pertain to workers. The interviews also allow the team to confirm or refute that policies or practices are really in place on the platform.

Workers are approached using a range of different channels. For our 2024 ratings, workers were contacted directly: by hiring their services, going to public spaces where they are concentrated (areas with a strong presence of restaurants, around Ikea centres, squares and parks), mobilising different personal networks, etc. The first successful contacts generated new contacts through the well-known "snowball effect". All interviewees received a small financial compensation for the time spent in the interview. In all these strategies informed consent was established, with interviews conducted both in person and online during 2022 and 2023.

The interviews were semi-structured and made use of a series of questions relating to the 10 Fairwork (sub) principles. In order to qualify for the interviews, workers

had to be over the age of 18 and have worked with the platform for more than two months. All interviews were conducted in Spanish. The fieldwork consisted of a total of 54 interviews with male (40) and female workers (14) of the assessed platforms: 8 interviews per platform, except in the case of the La Pájara cooperative, where 6 people were interviewed. The people interviewed worked in the cities of Madrid, Barcelona, Bilbao, Las Palmas de Gran Canaria, Zaragoza, Santander, and Valencia. During the fieldwork, the platforms' management were also contacted to request more detailed information (wages, working time, etc.) and to interview their managers. Of the 7 platforms, only Just Eat, Glovo and La Pájara agreed to collaborate with the study. The rest of the platforms either declined to participate (Uber, Cabify) or never responded to our messages (MyPoppins, TaskRabbit). All interviews conducted in the project were recorded with an informed consent.

Putting it all together

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

How we score

Each of the five Fairwork principles is broken down into two points: a first point and a second point that can only be awarded if the first point has been fulfilled. Every platform receives a score out of 10. Platforms are only given a point when they can satisfactorily demonstrate their implementation of the principles. **Failing to achieve a point does not necessarily mean that a platform does not comply with the principle in question. It simply means that we are not – for whatever reason – able to evidence its compliance.**

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

**FURTHER DETAILS
ON THE FAIRWORK
SCORING SYSTEM
ARE IN THE APPENDIX**

BACKGROUND

Digital Labour Platforms in Spain

The implementation of digital platforms has been simultaneous with the severe economic crisis suffered by Spain from 2009 onwards, because of the bursting of the financial and real estate bubble that hit production and employment hard.

Unemployment went from just under 8% in 2007 (the lowest figure since the 1980s) to almost 27% in 2013 (with more than six million unemployed in the second quarter of 2013, following the loss of around four million jobs between 2007 and 2014), with youth unemployment exceeding 55% that same year¹⁵. To get out of the unemployment crisis, the Spanish social-democratic and liberal-conservative governments, with the impossibility of a monetary devaluation due to Spain's membership in the Eurozone, bet on an internal wage devaluation that resulted in a further deregulation of the labour market, a cheapening of hiring and lay-off costs, as well as a weakening of social protections and collective bargaining, especially between 2012-2021. As a result of these policies, plus the intense impact of lockdowns during the Covid-19 pandemic in 2022, the purchasing power of wages in Spain has been intensely affected: in purchasing power parity and, therefore, in constant figures, Spain has not managed to improve either its purchasing power or the amount of its average wages, which in 2023 stand at the same level as at the beginning of the 2000s.¹⁶

At the end of 2021, the coalition government between social democracy and the left reformed again the regulation of the labour market, recovering to a limited extent greater social protection and attempting to restore a better balance in collective bargaining between trade unions and employers' associations. After overcoming the pandemic, there has been an improvement in employment, with the highest number of employed persons registered in the history of Spain (around 21.2 million out of a total population of 47 million) and an unemployment rate of 11.8%. Despite these recent positive economic data, the social and economic development of Spain in the last three decades, since 2008, can be considered as a lasting labour

stagnation, with a generalized erosion of the purchasing power of most of the population. Within this complex scenario, the case of Spanish youth stands out, with (even) higher unemployment rates, lower wages, continued temporary employment and recurrent overqualification¹⁷, which perfectly exemplifies this long decade of social regression and deterioration of the labour market¹⁸.

WITH PLATFORM JOBS AIMED ESPECIALLY AT THE MORE VULNERABLE YOUTH IN THE LABOUR MARKET, AS WELL AS FOR WOMEN, MIGRANTS AND PEOPLE WITH LOWER LEVELS OF QUALIFICATION.

It is in this general economic context that the emergence of the platform economy has been lauded in governmental, business and media discourses, as a possible route for the creation of jobs, oriented to the satisfaction of "new" consumption needs and based on hourly and organizational flexibility, with jobs aimed especially at the youth, more vulnerable in the labour market, as well as for women, migrants and people with lower levels of qualification.

In 2018, it was estimated that, in Spain, 2.6% of the working-age population had digital platforms as their

main source of income, compared to an average of 1.4% in other European economies¹⁹. If those who worked occasionally on them are also considered, the percentage of the population occupationally exposed to the platform economy stood between 11.4% and 18.5%, one of the highest figures in the European Union between 2018 and 2021²⁰. More specifically, just over 18% of the Spanish population would have performed a job on a digital platform, 4.1% sporadically (they have tried it once), 11.4% marginally or secondarily (less than 20 hours per week and less than half of their income), and 2.6% as a main job (more than 20 hours per week and a minimum of 50% of their income)²¹. In 2020, especially with the emergence of the latest pandemic, the income of people working in Spain on platforms accounted for about 400 million euros²², and in 2021 it was estimated that up to four million people would have worked at some time through a digital platform²³. Therefore, although platform work continues to have a relatively minor presence in the

Spanish labour market, its diffusion, and that of its work organization practices, is advancing and spreading across more and more economic sectors.

In fact, it is very important to note the heterogeneity and diversity of digital platforms, both in Spain and internationally, which go beyond the traditional social imaginary as low-skilled, lower value-added service jobs (delivery, ride-hailing, cleaning, etc.). It is also necessary to include skilled work platforms, with greater added value (legal professional services, health and care, educational services, software development, design, engineering, marketing and advertising, etc.). Some research estimates that in Spain almost 60% of platform work is of a skilled nature, as opposed to the dominant social image of basic and unskilled tasks (bicycles, motorcycles, backpacks, brooms, etc.)²⁴. Diversity that, as in other European and international economies, has strained Spanish legislation on how to regulate platform work and its classification with respect to its possible labour protection.



The Legal Context

In the section “Theme in Focus” we analyze in detail the so-called Spanish Rider Law that regulates the work in digital delivery platforms. We limit ourselves here to outlining the main features of the legal context in which digital platforms operate in Spain.

In the last decade and a half, platform companies have defended their role as mere technological intermediaries, through their software application, between customers or users who demand a service or task (gig) and those who work to provide it. From the point of view of the platforms, this fact would justify that the relationship between the workers and the platform is based on self-employed work (“trabajo por cuenta propia”). That is, a relationship of a “mercantile” nature, devoid of any relationship of subordination and, therefore, located outside the protection of labour law, of the guarantees of the employment contract and the social protection of the “salaried status”. From the perspective of the platforms, we would be dealing with a provision of services that should be regulated by the Statute of Self-Employment in force in Spain²⁵ or by some variant thereof adapted to the digital environment. In other words, it should be subject to a legislation (that of self-employment) that grants the worker fewer guarantees, rights and protection (despite the efforts to improve the situation of this group over the last two decades) and whose cost is borne by the workers themselves, and, ultimately, by the State. This situation of potential lack of labour protection has been denounced as a strategy of “escape” by the platforms from labour law²⁶.

Beyond the design and operation of the software or AI application, the platform will bear hardly any operating and equipment costs or investment for the provision of the service. Nor does it cover any type of social contribution for the workers it mobilizes, the insurance of protection against occupational hazards, or the possible harmful effects derived from the professional activity (accidents on workers, clients or users, third parties; occupational diseases, fines for infractions, etc.). Most of these expenses must be borne by those workers, supposedly self-employed, that the platforms mobilize “externally”, as external personnel. Platforms have justified (and many still justify) this model with the argument that workers can choose when and at what

times to work, including working simultaneously for several platforms, accepting or rejecting orders, setting the price or rate of their service and deciding how to perform it. This would be the dominant and majority model of professional classification of people providing services through platforms in Spain. However, in this long period of time, numerous complaints and court rulings in the labour field have shown that, in their real work situations, the platforms *do* organize in detail the execution of specific tasks of these allegedly self-employed workers, defining strictly and in detail the conditions for the provision of the service, the working methods and, what is even more relevant, the price of the rate to be charged by the independent contractors, their schedules and the penalties applicable in case of refusing any of the orders offered (and demanded) by the platforms, including disconnection / dismissal from the platform, assignment of fewer orders or in worse periods of time, etc. All of this is mandatory for those who work for platforms²⁷. The emergence and visibility of these real conditions of actually dependent and *non-autonomous* work on platforms, together with the mobilisation of trade unions and other workers’ associations, or complaints by the Labour Inspectorate, have led to court rulings that have made it clear and made it possible to justify that working on platforms is, actually, an employment relationship.

In 2021, the Spanish government, based on a Supreme Court cassation decision that recognized this employment relationship for a delivery platform, proposed and passed a new law, known as the Rider Law, with the agreement of the most representative unions and business associations. This law establishes, exclusively for the delivery platform sector, a presumption of employment of its workers, who are thus classified as salaried employees of the platforms, which must cover all operating costs, social contributions, and labour protection. As has been previously commented and will be analyzed later in this report in the *Theme in Focus*, after two years of enforcement of the law, most of

the delivery platforms are not complying with it; nor has it been extended to other types of platforms beyond the delivery sector.

Another exception in the regulation of work on platforms is the case of ride-hailing. In Spain, the transport service performed by platforms such as Cabify, Uber or Bolt, is carried out through the subcontracting of fleet companies of “chauffeur-driven vehicles” (or VTC in Spanish), which provide the platforms with drivers, vehicles and other equipment. The regulation of this VTC service, as a new competition against traditional cabs, has been tremendously conflictive, in relation to the freedom of establishment of these new digital operators, regarding the administrative concession and the limitation of the number of licenses and drivers authorized by the public administration (Autonomous Communities and local councils in Spain), as well as whether VTC cars can offer their services within large cities in direct competition with cabs (in contradiction and conflict, even, with judgments of the Court of Justice of the European Union).

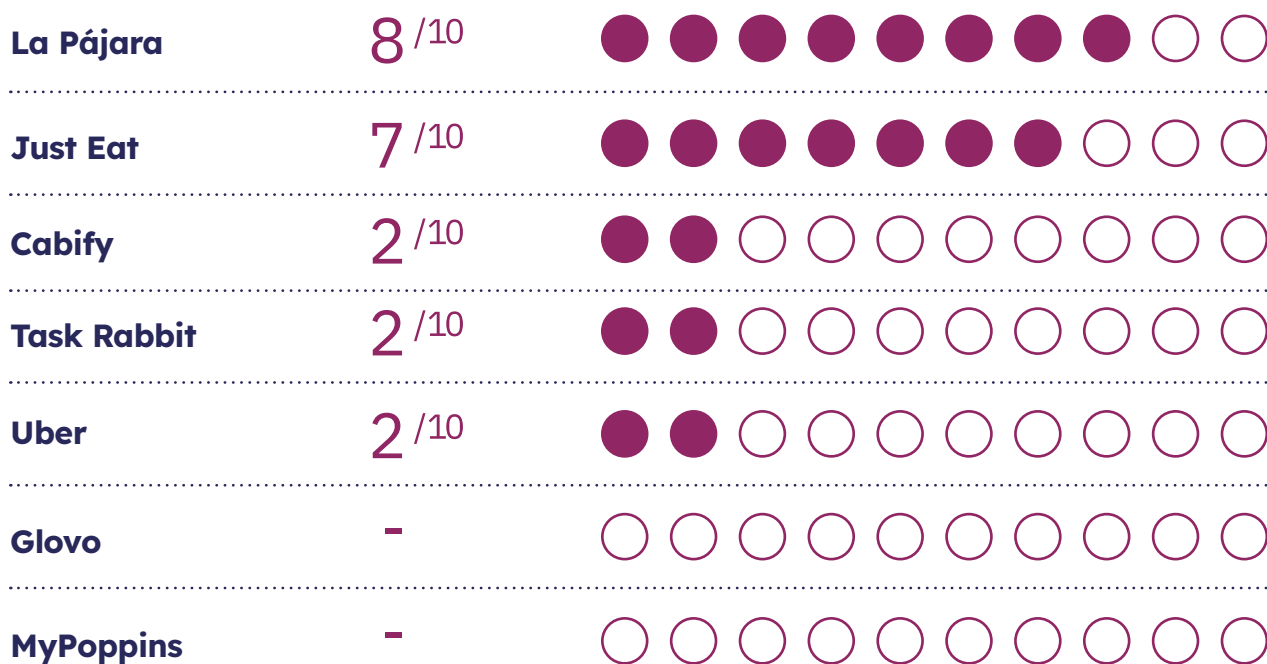
However, what is most relevant for this report is that several Spanish regions regulate and have favoured that the activity of drivers is also carried out through an employment relationship with an employment contract and not as self-employment, as opposed to what happens in most international economies. Even in some Spanish regions, such as Madrid and Andalusia, collective bargaining agreements have been signed between VTC fleet companies subcontracted by digital platforms and sectoral unions, with the establishment of agreed

wages, occupational risk prevention and social protection measures, with the companies bearing all the operating costs of the transport service (vehicles, maintenance, fuel, mobile lines, etc.). However, this recognition of the “labourization” of platform workers is not preventing the implementation of working conditions characterized by low wages, excessive working hours (between 10 and 12 hours a day), abusive contractual clauses regarding drivers’ responsibilities, breaches of contract²⁸, intensification of work pace through algorithmic management, and increased risks of occupational accidents. Their cases show that labourization and the employment contract are not enough to guarantee fair work if the rest of the working conditions are far from a decent work model.

AFTER TWO YEARS OF ENFORCEMENT OF THE LAW, MOST OF THE DELIVERY PLATFORMS ARE NOT COMPLYING WITH IT; NOR HAS IT BEEN EXTENDED TO OTHER TYPES OF PLATFORMS BEYOND THE DELIVERY SECTOR

Fairwork Spain Scores 2024

Minimum standards
of fair work



THE BREAKDOWN OF SCORES FOR INDIVIDUAL PLATFORMS IS AVAILABLE AT

WWW.FAIR.WORK/SPAIN

Explaining the scores

In Spain, seven platforms have been evaluated, applying the Fairwork methodology and principles. In the delivery sector, the platforms Just Eat, Glovo and the cooperative La Pájara. Cabify and Uber platforms in the ride-hailing sector. In the moving, home maintenance and mounting services, the platform TaskRabbit was rated, while in the home cleaning sector, the platform analyzed was MyPoppins. Of these, only Just Eat, La Pájara and Glovo collaborated in the research and scoring process. Cabify showed interest in the study, but, in the end, never materialised its participation in it, while Uber declined to participate after learning the details of how it would be carried out. MyPoppins and TaskRabbit never responded to our request for collaboration.



Fair Pay

Platforms should guarantee that their workers are paid at least the Spanish minimum wage; in the case of self-employed workers, after deducting all the expenses they have to bear personally for the performance of their services to the platforms (e.g. vehicle costs and maintenance, fuel, mobile lines and data, insurance, work equipment, waiting time between unpaid services).

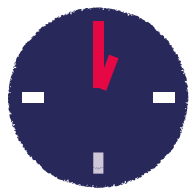
Only one platform, Just Eat, was able to demonstrate that the gross salary obtained by its delivery riders slightly exceeded the minimum wage established in Spain (7.7 euros gross per hour in 2022 and around 8.3

euros in 2023), obtaining point 1.1. of this principle. The cooperative, La Pájara, although paying very close to the minimum wage, but below it, has not been able to obtain it. In both platforms, their delivery riders have employment contracts, so all the costs of operating and equipping their services are borne by both platforms, not by the riders themselves. On both platforms, workers have access to fewer working hours than they would like (and consequently receive an insufficient monthly income).

The rest of the platforms, regardless of whether their workers are employed (Cabify, Uber and, in theory, MyPoppins) or

self-employed (Glovo, TaskRabbit), could not demonstrate that the gross hourly wage obtained (after expenses) is above or at the level of the minimum wage, and thus failed to obtain point 1.1. In a context of a strong increase in general inflation such as the one registered in Spain in the last two years, these salaries have forced those who work for these platforms to increase their working hours in order to be able to obtain an income sufficient to live on.

In any case, none of the seven platforms has provided evidence that they guarantee the remuneration of a decent living wage (which we have estimated at around 9.7 or 9.9 euros net per hour), from which a working person and his or her family can live in dignity. No platform has obtained this second point 1.2. of this principle.



Fair Conditions

Platforms must take appropriate organizational measures to ensure the elimination or control of occupational hazards in the work tasks they manage and organize (delivery, driving, home repairs or cleaning).

Just Eat and La Pájara have shown their commitment to this occupational health protection, in their case a legal obligation due to the employment relation of their delivery riders. The employment contracts of both platforms also allow them to offer a sufficient social protection network (sickness and accident benefits, maternity and paternity leave, etc.), of a public nature (Social Security and Mutual Insurance Companies for Accidents at Work and Occupational Diseases), supplemented, in the case of Just Eat, by complementary private insurance paid for directly by the platform. Both platforms have obtained points 2.1. and 2.2. of this Fairwork principle.

In the case of Uber and Cabify, despite the labour contracting of their drivers, they could not demonstrate that their organisational practices to protect occupational health and safety of their drivers are sufficient, so they should review and improve those practices in the future, so they have not obtained point 2.1. Both platforms, also due to the employment relation of their drivers, provide a public social protection network (Social Security and Mutual Insurance Companies for Accidents at Work and Occupational Diseases), completed, in some provincial collective agreements, by complementary private insurances directly borne by the VTC-licensed car fleet companies working for these two ride-hailing platforms. As they have not

obtained the previous point of this principle, they cannot be granted this second point 2.2, following the Fairwork methodology explained in this report, although they meet the requirements to obtain it. A forthcoming improvement and systematization of their preventive measures to reduce occupational risks would allow them to obtain, with some ease, both points in the future.

In the case of Glovo, MyPoppins and TaskRabbit, considering that their workers are self-employed professionals or that the responsibility for hiring them lies with the platform's clients, they could not demonstrate that they facilitate and finance occupational safety measures and equipment for the workers mobilized by the platform. Nor could they prove that they exercise any type of supervision in this regard. In addition, the three platforms, by not accepting their responsibility in employment contracting, could not demonstrate that they guarantee access to sufficient social protection network (offering, on occasion, private insurance with more limited coverage and scope, the cost of which is not always assumed by the platform, nor does it protect all workers). For these reasons, they do not obtain either of the two possible points 2.1. and 2.2.

Cabify, Uber, Glovo, MyPoppins and TaskRabbit are also characterized by the demand for very intense work pace (with sometimes very long working hours), contributing significantly to the degradation of occupational health and encouraging those who work for them to put their health at risk in order to continue working and fulfilling their tasks and orders.



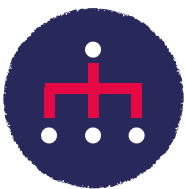
Fair Contracts

Under the Fairwork principles, platforms must ensure that those who work for them can know, understand, and easily access the clauses that define their working conditions, whether in employment contracts or in “terms and conditions” contracts from the software applications managing their work. In addition, workers must be able to have easy channels to claim any possible breach of these conditions by the platforms, and the platforms must communicate any contractual modification with sufficient time and always applying Spanish law. Additionally, the platforms must not incorporate abusive or unfair clauses that exonerate them from their possible responsibility for negative effects of the work (accidents, delays, fines, etc.) or that limit the workers’ rights to complain.

Just Eat, La Pájara and TaskRabbit demonstrated compliance with transparency in the clauses on regulation and organization of work (identification of the parties involved, possibility of appealing management decisions, availability of a copy of the contract, etc.), thus obtaining point 3.1. Uber, Cabify and MyPoppins, with varying levels of transparency, could not demonstrate compliance with all the clauses contained in the contracts, modifying some of them in a discretionary manner. In the case of ride-hailing, the copies of employment contracts received by workers sometimes do not include the annexes detailing their working conditions; while, in the cleaning sector, MyPoppins tolerates informality in employment and does not verify whether clients register workers with Social Security and

offer them an employment contract. All this prevents granting these platforms point 3.1. In the case of Glovo, as a delivery platform, it is in principle obliged, as established by the Rider Law, to employ its delivery riders, offering them an employment contract, as well as other rights and guarantees of salaried work. In the opinion of the Labour Inspectorate and the Ministry of Labour, the platform is not complying with the law, for which it has been financially sanctioned and denounced on multiple occasions for mobilizing its workers as “false/bogus self-employed” or “forced self-employed” (the platform appealed these actions in court)²⁹. For this reason, Glovo does not receive this point 3.1.

Regarding point 3.2, only the cooperative La Pájara has obtained this point by fulfilling all the criteria of this principle and not incorporating abusive clauses in the contracts. On the contrary, Glovo, Cabify, Uber, TaskRabbit and MyPoppins platforms did not obtain this second point 3.2. as abusive clauses were detected in their contracts that exempt the platforms practically from any liability for the negative effects that could derive from the professional activity carried out by the workers mobilized through them (making these workers, de facto, the main party responsible for the damages caused). Just Eat does not receive this second point 3.2 either, as it has not demonstrated that it effectively and continuously supervises that its subcontracted companies guarantee its workers fair contractual clauses with the same rights as in the main company.



Fair Management

Platforms should adopt adequate organizational measures to explain decisions affecting people working for them: for example, by establishing effective communication channels (such as e-mail, instant messaging “chats”, personal or face-to-face communication). Platforms should also provide procedures through which workers can quickly appeal decisions that have resulted in disciplinary sanctions, such as deactivation of their account. Just Eat, La Pájara and TaskRabbit have evidenced the existence of these channels,

so they have obtained this point 4.1, although they could improve their response times to complaints.

In the case of Uber and Cabify, they have not been able to demonstrate that those who drive have an effective communication and problem resolution channel (neither with the VTC-licensed companies for which they work directly, nor with the platforms to which they provide service), so neither can receive this point 4.1. A similar

situation occurs in Glovo, to which is added its discretion in the deactivation of accounts, as well as the existing obstacles when managing and responding to labour claims received, so it does not receive this point either. In the case of MyPoppins, it could not demonstrate that it has established adequate communication channels, nor complaint procedures in the case of errors or non-compliance by the platform, so it does not receive this point 4.1 either.

To obtain the second point of this principle, platforms must ensure fairness in their management processes, avoiding discrimination and favouring inclusion and respect for diversity through specific organizational policies and practices, and also through the possible incorporation of people from disadvantaged groups (for reasons of gender,

nationality or ethnicity, functional diversity, sexual diversity: who often receive unjustifiably worse evaluations of their work by customers). The only platform that complies with this principle is the cooperative La Pájara, which does have a systematic action proposal (although modest given the size of the cooperative) in favour of gender equality (use of inclusive language in all its communications, recognition of the specific needs of female workers during menstruation periods, training on accessibility and inclusion, etc.). The rest of the platforms, although none of them have a directly discriminatory operation, have not demonstrated the systematized and documented application of active practices of inclusion of people from these socially vulnerable groups, facilitating the reduction of barriers to access to employment. Therefore, except for La Pájara, none of the platforms obtain point 4.2 for this criterion.



Fair Representation

Platforms must recognize, respect and allow the right of people working for them to organize collectively and express their claims and opinions on the organization of their work, for example through democratically elected union representatives in works councils. Platforms must therefore, in order to achieve a first point, guarantee this freedom of association and collective expression, also by recognizing free trade unions with which to negotiate.

The three platforms that recognize the employment contracts of those who work for them (Just Eat, Uber and Cabify), in addition to the cooperative La Pájara (with a largely democratic organizational process), have demonstrated their commitment to and respect for the freedom of collective association of their workers and the recognition of unions. These four platforms therefore receive point 5.1 in this criterion.






A second point of this principle is obtained if the platforms, in addition to this recognition of freedom of association and collective expression, implement this commitment by promoting collective bargaining. Just Eat is the only (non-cooperative) delivery platform that, explicitly respecting the Rider Law, has signed a pioneering company agreement with the most representative Spanish trade unions, Comisiones Obreras (CC.OO.) and the Unión General de Trabajadores (UGT). The VTC car fleet companies working for Uber and Cabify have also signed

collective bargaining agreements with the sectoral unions. Therefore, together with the cooperative La Pájara and its democratic assembly operation, these four platforms also obtain this second point 5.2.

In contrast, the remaining three platforms that incorporate self-employment (Glovo and TaskRabbit) or delegate to customers the responsibility of formalizing the employment relationship (MyPoppins), could not prove that they recognize the legitimacy of collective bodies representing the interests of workers. Nor could they prove the existence of real collective bargaining processes that result in binding commitments on the part of these platforms. There are no representative bodies, nor mechanisms for social dialogue or collective bargaining. By assuming a role of mere intermediaries between customers and workers, these platforms do not consider that they must meet any collective organizational demands. In the case of Glovo, the platform points out that there are unregulated forms of informal “listening”, for example, through consultative mechanisms (non-binding), such as “satisfaction surveys”, field visits by representatives of the platform to “listen to the delivery riders” or a “good practices agreement” (without legal enforcement), always outside and avoiding any union recognition. In conclusion, these three platforms cannot receive point 5.1, nor point 5.2 linked to the promotion and development of collective bargaining processes.

PLATFORM IN FOCUS

MyPoppins

Principle	First Point	Second Point	Total
 Principle 1: Fair Pay	<input type="radio"/> Ensures workers earn at least the local minimum wage after costs	<input type="radio"/> Ensures workers earn at least a local living wage after costs	<input type="radio"/>
 Principle 2: Fair Conditions	<input type="radio"/> Mitigates task-specific risks	<input type="radio"/> Ensures safe working conditions and a safety net	<input type="radio"/>
 Principle 3: Fair Contracts	<input type="radio"/> Provides clear and transparent terms and conditions	<input type="radio"/> Ensures that no unfair contract terms are imposed	<input type="radio"/>
 Principle 4: Fair Management	<input type="radio"/> Provides due process for decisions affecting workers	<input type="radio"/> Provides equity in the management process	<input type="radio"/>
 Principle 5: Fair Representation	<input type="radio"/> Assures freedom of association and the expression of worker voice	<input type="radio"/> Supports democratic governance	<input type="radio"/>

MyPoppins' total score



The platform economy in Spain extends far beyond home food delivery. Cleaning and care services for dependent persons is one of the sectors where the platform economy is growing the most. This type of service is currently in high demand by Spanish households due, among other factors, to the progressive ageing of the population, the full incorporation of women into the labour market and the transformation of traditional gender roles. The platforms offering this type of services in Spain (MyPoppins, Clintu, Cuideo, CuoreCare, Care.com, Topnanny, Depencare, Cleanzy, Joyners, etc.) have multiplied over the last few years, and are currently the main channel for contracting this type of services. Although there are multiservice platforms, many of these platforms have specialised, developing business models adapted to the type of service they offer, for example, long-term care, cleaning, etc.³⁰

MyPoppins, created in Spain in 2017, is a platform specialising in home and office cleaning services³¹. With

a turnover of more than €1 million, presence in the main Spanish cities, 1,500 mobilised cleaning professionals (“poppins”) and more than 60,000 services in 2018, it constitutes one of the main platforms in the sector³². In our report we have analysed only the provision of cleaning services in homes, which in Spain has a specific labour regulation (*family home service* or *servicio del hogar familiar*)³³. According to current regulations, the provision of cleaning services in a private home entails the existence of an employment relationship between the natural person who demands the services (employer) and the cleaning staff (employee). The employer is obliged to register the worker in the Special Social Security System for Domestic Employees³⁴, paying the corresponding social security contributions that will protect the worker in case of illness, accident and, from October 2022, also unemployment³⁵. The employer must provide the worker with an employment contract (in written form when the employment relationship lasts four weeks or more)³⁶, respecting the rest periods

provided for by the legislation³⁷, as well as a remuneration not less than the Spanish minimum wage.³⁸

As usual in the platform economy, MyPoppins defines itself as a simple digital “marketplace”, as an intermediary between cleaning professionals and clients who demand this type of services. MyPoppins does not deny that there is an employment relationship in the provision of cleaning services, but attributes full responsibility as an employer to the platform’s client, despite the platform’s functions of control, and organisation of work. MyPoppins recruits and selects the “poppins” from among the applications it receives; it selects which workers to assign the services according to their profile and the client’s needs (although the worker can reject the proposal); it establishes a minimum price for the service (which the client can then increase if they wish); it controls the fulfilment of the working time and the performance of the service by the worker; it calculates, processes and manages the payments; it arranges damage insurance and private medical insurance for the workers if requested by the clients, etc. As was the case with the riders, these factors have drawn the attention of trade unions, the Labour Inspectorate and the Social Courts, pointing to the possible existence of a disguised employment relation between cleaning workers and this type of platform³⁹.

Not being listed as an employer, the platform does not provide the cleaning workers (“poppins”) with any training in occupational risk prevention, nor does it provide them with protective equipment. It does not provide them with an employment contract, only a “terms and conditions” contract when they register on the application, and of course it is not responsible for the payment of their social security contributions. Not being listed as an employer of the poppins, the platform also does not recognise representation rights, nor collective bargaining rights. For MyPoppins, these basic labour rights should be guaranteed by the client; the problem is that the household cleaning sector in Spain is characterised by a strong presence of informal employment⁴⁰. In the household cleaning sector, the employers are not real companies, but private households with different resources that assume the role of employer (many of them refusing to pay social security contributions that increase the cost of the service); the work is carried out in private homes that are difficult to control by the Labour Inspectorate; service provision with each employer usually involves a reduced number of hours per week; a significant proportion of the people working in the sector are in a situation of strong social vulnerability (with a strong presence of women of migrant origin, many in an irregular administrative situation); and trade union presence has historically been minimal. All these factors contribute

to the persistence in the sector of a very widespread practice (undeclared employment), and MyPoppins could be contributing, to a certain extent, to its maintenance by failing to demonstrate that it has an effective control mechanism in place to force customers to comply with current legislation if they want to use the platform’s services.

In a certain way, the platform, through its operation, actually acts as a facilitating infrastructure for informality in employment. For example, the platform offers its clients the possibility of taking out private medical insurance so that the “poppins” are protected in the event of an accident during the provision of the cleaning service in their home⁴¹. But why would a client take out this insurance (which makes the service more expensive) if they have already registered the worker with the social security and paid the corresponding social security contributions (which protect the cleaner against the same risks)? The contracting of this extra service can only be explained in a context where the employment relationship has not been formalised by the client. Obviously, MyPoppins is not the cause of undeclared employment in the sector, but its actions could reinforce and consolidate its presence, thus contributing to the precariousness of employment and the violation of workers’ labour rights. Something similar happens with “renting accounts”, a widespread practice in the sector (used, for example, by undocumented migrants who “rent” the account from a “legal” worker of the platform) which places the workers in a situation where they are not protected (in case of accident, non-payment, sexual assault, etc.) and to which the platform does not respond effectively. A sustainable platform economy is one that is able to contribute to improving the well-being of our societies, not aggravating existing problems.



WORKERS' STORIES

Sara, delivery rider at Glovo*

Sara is a young 26-year-old woman, a common case of Venezuelan migration arriving in cities like Madrid in recent years to work as riders on delivery platforms. In her country she had had various jobs, but the crisis and precarious situation in which she was living made her decide to travel to Spain. She started working for Glovo in March 2020, coinciding with the beginning of the pandemic and lockdown, after buying a “self-human-powered” bicycle (as she calls it, i.e. without an electric motor). This was the only possibility she found to earn an income. As she was also in an irregular administrative situation (she had no papers or work permit), she joined Glovo by subletting the account from another rider, who took a commission of 25% of the income she earned and required her to work long hours under the threat of subletting the account to someone else.

Like all other riders (whether they sublet a Glovo account or not), the platform did not provide her with a bicycle or the other resources she needed to do her job: a helmet (she bought one, but many people go out to deliver without one), job training or training in risk prevention, inspections, and maintenance of the equipment. During the time of the pandemic, she was also not provided with basic health security, and, in fact, she was infected with Covid-19 and had no compensation of any kind during the time she was ill. She had no access to insurance or social protection for contingencies, which put her under pressure to work even though she had not physically recovered. Sara is unaware of most of the regulations that affect her work.

“Thank God” she had no traffic accidents, she said, despite her fear of the “cruelty” of the cars in Madrid. She

was not a very sporty person and with 8 to 10 hours of cycling six days a week she was physically exhausted. In the weeks of peak demand during the pandemic, she was happy because she could earn a thousand euros a month net for 50-60 hours a week, after paying the commission to the owner of the account and including the tips she received.

After several years working for Glovo, she is trying to combine her work on the platform with other jobs and is still looking for jobs more in line with her training in the hospitality industry. In recent months, she has decided to reduce her dedication to Glovo for several reasons. The main one is that she earns less money in recent times (e.g. after the pandemic) than other periods of peak demand (there is usually a variable demand for delivery services: winters versus summers, lunch and dinner hours, weekends, etc.). She was no longer getting orders and was losing a lot of time waiting for them (waiting time is not paid by the platform). Another reason is that some of her gigs or orders were not paid because they were delivered late because they were located far away. This caused her to subsequently reject distant order assignments from the platform, causing her to lose reputation in the application and lose the better services or gigs. She has gradually become discouraged, spending more and more time disengaged from the app.

Regarding her relationship with the platform, she says that “you never see the faces of these people” and calls for the existence, at least, of a telephone number to be able to call or report incidents. In the time she has been working for Glovo, she has had no close knowledge of the existence of collectives of riders organised to defend their rights: “I just worked and that was it”.

Estrella*, cleaner at MyPoppins

Estrella is 58 years old, has a full secondary school education and has been working for the MyPoppins platform in Madrid for three years, but she does so under someone else's account: Estrella is a "ghost" worker; she does not exist for the platform. She came to Spain from a Latin American country (she now has dual nationality) and, like so many other migrant women, she started working in whatever she could, in house cleaning and care work. She works in the afternoons for MyPoppins, at least three afternoons a week, about 8 hours a week, although it varies from week to week. She doesn't have much more time available as she has other jobs as a house cleaner, which she got through word of mouth, and as a carer for the elderly through another platform (Qida).

What she likes most about MyPoppins is the ease of getting jobs (clients), which is quicker—others "give you a lot of hassle", she says—and the possibility of organising her timetable to suit herself. This gives her a sense of autonomy that she values a lot. She does not know what the account holder's commission is, but after deducting the time she spends travelling from one service to another and some expenses for cleaning products, her income is well below 7 euros per hour. Sometimes, if the address to which she has to travel to perform the service is a long way away, it is not worth it and she refuses the service.

Although she very much appreciates the autonomy that working at MyPoppins gives her, she values, and would like much more, to be employed, to have a contract—as she says, "to have your rights like any other employee. Stability, a fixed salary, extra pay, paid holidays". She has had no holidays in the last three years and would like to be able to visit her family outside Spain, although she is afraid of not having a job when she returns. When she suffered a fall when she slipped off a ladder while working, no one attended to her, as she was not insured and had to deal with it on her own. But the worst thing for Estrella is the stress caused by the lack of income security—"If you don't work, you don't earn"—not only when she is ill,

as happened with Covid-19, also if having an accident, or going on holidays, but also because when clients go on holidays, she is left without those gigs and therefore without any income.



In her case, getting new services or being able to keep the ones she already has depends on a double examination, a double assessment of her actual "ghost work" for the platform. On the one hand, the platform takes into account the clients' evaluation of Estrella's work in order to offer more or fewer services (to the actual account holder) and, on the other hand, it also depends on the personal judgement of the account holder who acts as an intermediary with the platform. This person has several women working with her account, which allows her to decide to whom she offers the service ("she evaluates whether it is worth giving me work or not"). As we can see, income instability is Estrella's main concern, but this depends on the unilateral decisions of both the platform and the account holder if they deny her future gigs for any reason (justified or not). She tries to compensate for this situation by combining several jobs, which is why she also prefers to work in cleaning rather than caring for the elderly, precisely because there is more stability within the uncertainty.

*** Names have been changed to protect the identity of both workers.**

Spain's *Rider Law*: an internationally innovative, albeit limited, legislation to regulate work in the platform economy

The emergence and spread over the last decade of the platform economy in Spain must be contextualised in the main characteristic of the Spanish labour market in the last four decades: the high rate of general and youth unemployment (always at least double the average unemployment rate in the European Union), as well as the high levels of precariousness, temporality, social vulnerability and over-qualification (again, especially of the youth).

Since 1984, with the first reform of the Workers' Statute (the main legal norm regulating salaried labour relations in Spain since 1980) and until 2021, the political framework of interpretation of how to reduce these high unemployment rates has consisted of promoting the flexibilisation of recruitment (with the normalisation of temporary and atypical contracts), the reduction of dismissal costs (for both lawful or unfair dismissals), the weakening of collective bargaining and the reinforcement of managerial power in the establishment of working conditions (e.g. concerning working hours, wages, occupational safety). These have been the mechanisms to facilitate job creation, giving priority to the quantity of available jobs over their quality⁴².

In this context of widespread precariousness and flexibilisation of the Spanish labour market, the emergence and spread of the platform economy has often been presented as an opportunity to increase employment levels in population groups with difficulties in finding employment: young people, women, migrants, workers with low levels of recognised skills, etc. Thus, platforms offer flexible working hours, and promote new, flexible services to companies and citizens. In this way, atypical jobs are provided to these populations, not necessarily in a continuous model, but which could be activated or deactivated according to the interests of those who occupy them.

For all these reasons, the first “innovative” digital companies in sectors such as delivery, ride-hailing, care, home services, etc. have established from the outset that the work handled by the platforms was “freelance work”, with a mercantile and independent nature. Under this model, the platform is presented as a mere intermediary between the independent contractor and the client who commissions the work through the platform company’s digital application. Under these assumptions, the platform company would not have to maintain an employment relationship, nor provide equipment, but only manage and coordinate client requests through a computer algorithm with the flexible availability of the freelancer or independent contractor.

The supposed autonomy of platform workers became during the 2010s the main labour controversy of the “innovative” and “disruptive” platform economy in Spain. On the one hand, companies and business associations defended this self-employed character, while Spanish trade unions and other workers’ associations in the sector (e.g. RidersxDerechos)⁴³ began to point out that the actual work organisation practices of the platforms (including establishment of mandatory working hours, unilateral control of the rate of gigs done, algorithmic management for the evaluation of workers’ performance to assign them more or fewer orders or tasks from clients) indicated that the work is completely organised by the platforms, with hardly any margin of real autonomy for workers. In the view of the workers’ organisations, this type of work organisation should be recognised as an employment relationship and therefore enjoy the protections of labour law: making visible the platform’s organisational decisions in the comprehensive organisation of work (and therefore its responsibility as an employer), beyond mere intermediation between client and worker.

This controversy was substantiated in different legal complaints by the workers themselves, but also by the Spanish Labour Inspectorate, demanding the recognition of the labour nature of the work managed by digital platforms⁴⁴. To this was added the emergence of various labour campaigns against the practices of these platforms: stoppages and strikes, demonstrations, and media criticism with a negative impact on the corporate or reputational image of the platforms. Since the summer of 2017, multiple actions followed one after another in Spain: strikes against the unilateral change of working conditions for Deliveroo riders in 2017 and 2018 (which in 2021 abandoned Spain); strikes over the death of a delivery rider in an irregular administrative situation, with a subcontracted “account” days of protest at Glovo and at Deliveroo since 2018, etc.⁴⁵ Until the autumn of 2020,

there were numerous rulings by the labour courts with contradictory decisions, even for the same platform, with some rulings that clearly recognised that the platform’s workers were employees and others that confirmed that they were self-employed. In September 2020 the Supreme Court in Spain, as the last judicial instance for the cassation of contradictory rulings, definitively established the employment nature of the employment relationship of riders on delivery platforms, emphasising that platform companies are responsible for organising in detail the conditions, schedules, itineraries, tasks and operating protocols, remuneration and rates of those who work for them⁴⁶. Platform workers do not really have any autonomy if they want to continue to receive orders and gigs, and must necessarily accept and adapt to the organisational decisions of the platform.

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This relevant court decision was used as justification and support for the coalition government (2020-2023) between the social democrats (PSOE) and the left (Unidas Podemos) to propose the approval of an innovative law that, in September 2021, recognised the presumption of work on platforms, although exclusively in the delivery sector. This presumption of employment implies that, if the platform wants to use a self-employed relationship, it must prove organisationally the reasons that would justify the need for self-employment, since, if it cannot prove this justification, the contract will always have to be an employment contract.

The law⁴⁷ was negotiated and supported, in addition to the government and the majority of the Spanish parliament, by the most important and representative trade unions (Comisiones Obreras-CCOO and Unión General de Trabajadores-UGT), as well as by the most relevant and majority business associations (CEOE and CEPYME). The law came into force definitively in August 2021. Liberal-conservative political parties, some associations of self-employed workers (close to platform companies) and the business association Adigital (which brings together Spanish technology companies and platform companies) rejected this new legal regulation and publicly positioned themselves against it, even anticipating their possible non-compliance.

This law, known in the media and internationally as the Rider Law, has taken a step forward compared to other national legislation by recognising the presumption of employment in platform work. However, this recognition has been limited, exclusively, to the delivery platform sector, not applying to the rest of the platform economy, which makes it difficult to protect the thousands of people who work for them. However, the most innovative aspect of this new regulation is that it recognises the right of workers' representation in companies to be informed of the content and functioning—managerially designed—of artificial intelligence algorithms used in work management, and specifically, about the impact of the algorithms on working conditions, including the profiling of workers. The law amends the Workers' Statute (the main Spanish law regulating industrial relations and collective bargaining), so that the information and negotiation of algorithms would apply to any Spanish company that uses artificial intelligence for

the algorithmic management of its labour processes, not only to platform companies.

As expected, the application of this new rule, since its implementation in August 2021, has been contradictory. A good number of delivery platforms have developed strategies to try to avoid its application, recognising the salaried status of a very small number of their delivery riders, combining this with the maintenance of most self-employed workers on their staff, but also with the subcontracting of temporary employment agencies and the irregular transfer of workers. All these strategies are monitored by the Labour Inspectorate, sanctioned, and denounced them in the courts, although with extremely slow judicial procedures due to the traditional situation of insufficient resources of the Spanish justice administration. Currently, rulings are still being published on labour disputes from several delivery platforms prior to the passage of the Rider Law, foreshadowing the delay that further complaints of non-compliance with the current law itself may face (and are facing). It is relevant to note that some of the platforms that are resisting compliance with the new regulation (including Glovo, UberEats, and Stuart) have publicly shown their intentions, which led the Spanish government to threaten them with criminal or penal measures⁴⁸. Nowadays it is estimated that, out of some 29,000 delivery workers in the Spanish labour market⁴⁹, only some 11,000 riders have had their employment status recognised by platforms⁵⁰. The rest remain self-employed or subcontracted from third party companies: in most cases, in breach of current legislation. These figures show the resistance of the companies to the regulations, within the context of a slow Spanish labour justice system.



However, in a contrary position, the delivery platform Just Eat stands out, as it took a favourable stance on the *Rider Law* from the beginning of its negotiation, publicly supporting the recognition of the employment status of its delivery riders, although at times it has also maintained situations of subcontracting. Just Eat was the first company to negotiate and sign an agreement with the trade unions Comisiones Obreras and Unión General de Trabajadores, accepting the contents of the law, labour contracts and the company obligation to inform workers' representatives on algorithmic management rules, with wages fixed in advance (slightly above the Spanish minimum wage) and not linked to the number of orders completed in the delivery operation. In fact, Just Eat has continuously spoken out in favour of the law⁵¹, seeking to build a corporate reputation based on a model that is more respectful of working conditions and employment, repeatedly and publicly pointing out that delivery platforms that do not comply with the law represent unfair competition, and can reduce their operating costs (by almost 50%) by not having to incur in social protection costs due to the recognition of labour rights⁵². Just Eat's compliance with the law and its agreement with trade unions means that its working and employment conditions, following Fairwork's assessment criteria, are significantly more guaranteed and protective than those of other platforms, both in the delivery sector and in others.

In comparative terms with previous proposals for the European Platform Work Directive⁵³, the Spanish *Rider Law*, as mentioned above, clearly establishes, from the outset, a presumption of salaried employment for anyone working on a delivery platform, with the platforms facing the burden of proof to demonstrate that their workers should actually be self-employed and not salaried. In contrast, the European Commission's various interim proposals for successive versions of the Directive did not recognise such a presumption of employment but set a series of indicators (seven in the first version, five in the version of December 2023), so that the platform workers would be recognised as an employee if they met at least two of these indicators. The proposed indicators would have included, for example: whether the platforms effectively set the maximum pay for each service (gig); whether they demand or impose organisational rules on how to perform the work (e.g. clothing, behaviour towards clients, routes, times), limiting or preventing workers' freedom to organise their tasks; whether the platforms control the work process and evaluate the quality of the work results, especially by electronic means; whether they impose—in a detailed and compulsory manner,

including sanctions—the working method, the timetable, the possibility of accepting or rejecting services, etc.; whether platforms prevent those who work for the platform from doing work for other companies, etc.⁵⁴

In general terms, European platform business associations have rejected the presumption of employment and argued for a classification of workers' status based on the fulfilment of a number of indicators, even requiring a greater number of indicators to be met simultaneously, which would have made it more difficult to recognise the "employee status" of workers in the platform economy. The reversal of the burden of proof in the proposed Directive (that workers do not have to prove their employment status but that the platforms must prove that they are really self-employed), was also rejected by employers' associations, although apparently unsuccessfully in this case. The latest version of the Directive also provided for sanctions for platforms that fail to comply with its provisions.

NOWADAYS IT IS ESTIMATED THAT, OUT OF SOME 29,000 DELIVERY WORKERS IN THE SPANISH LABOUR MARKET, ONLY SOME 11,000 RIDERS HAVE HAD THEIR EMPLOYMENT STATUS RECOGNISED BY PLATFORMS. THE REST REMAIN SELF-EMPLOYED OR SUBCONTRACTED FROM THIRD PARTY COMPANIES: IN MOST CASES, IN BREACH OF CURRENT LEGISLATION.

Regarding algorithmic management, the Spanish *Rider Law* recognises the right of workers' legal representatives to be informed about the contents, metrics and criteria programmed in the management algorithm. It does not,

however, detail obligations on the rest of the features of the algorithmic management, as did the proposal for a European Directive, which established the prohibition of deactivating or suspending a worker's account on the platform by means of an automated process. The final human supervision (and explanation) of decisions affecting workers was recognised, as well as, as in the Spanish law, the access of workers' representatives to the functioning of the algorithm and its organisational results. The Directive prohibited the collection of personal, emotional or health (also psychological) data, or possible private conversations, or data on trade union activity, as well as biometric data that could be used for anything other than identification purposes⁵⁵.

During the Spanish Presidency of the Council of the European Union (second half of 2023), the European Commission and the European Parliament reached an agreement to adopt the Directive on 13 December 2023⁵⁶. However, the majority of the ambassadors of each Member State in the Committee of Permanent Representatives to the European Union (COREPER), at its meeting on 22 December 2023, showed their opposition to the proposed Directive, which could not even be voted on⁵⁷. According to various media reports, opposition to the Directive came from several European governments, led by France, such as Italy, the Czech Republic, Lithuania, Estonia, Hungary, Bulgaria, Finland, Greece, Latvia, Ireland and Sweden, with Germany abstaining⁵⁸.

On February 8, 2024, the European Parliament and the Council of the European Union advanced a new agreement eliminating the reference to the indicators to be met to classify people working on digital platforms under an employment status. The new agreement proposed a presumption of employment status for platform workers, which could be rebutted and should be defined by national laws, collective agreements, current practices and the case law or jurisprudence of the Court of Justice of the EU⁵⁹. The proposal maintained the reversal of the burden of proof, i.e. it was the platforms that had to prove and demonstrate the non-existence of an employment relationship. However, the Directive also called into question the harmonization of the legal presumption of an employment relationship for the economies of the European Union: it is for the Member States to determine which facts indicative of control and direction must be established for the purposes of triggering the legal presumption⁶⁰.

The recognition of the legal presumption of employment would therefore be more or less protected depending on how countries transpose the new directive into their national legislation. The eternal debates on what and how many criteria allow platform work to be classified as an employed and not as self-employment, which have guided the discussion at the European level in recent years⁶¹, could now be repeated at the national level in each of the 27 members of the European Union. Given this foreseeable lack of harmonization, the European Commission, considering the case law of the Court of Justice of the European Union (CJEU), would be in charge of supervising the way in which each national legislation incorporated the presumption of employment.

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Regarding the protections related to algorithmic management of work on platforms, that new directive maintained the proposals advocated by the Spanish EU presidency of the second half of 2023. Thus, workers and their union representatives would have the right to know how artificial intelligence systems work, the data they collect on their work activity, what metrics their performance is evaluated with, and how organizational decisions are made on such evaluation; decisions that should have human supervision (also in the case of those who work as independent contractors)⁶².

The national governments of the Council of the European Union rejected its approval at their meeting on February 16, 2024, with a blockade by France, which voted against, and Greece, Estonia and Germany, which abstained. The remaining 23 countries voted in favour, but without managing to represent 65% of the European population, which was one of the essential

criteria for the regulation to be approved⁶³. However, on March 11, 2024, the Ministers of Employment and Social Affairs of the European Union confirmed by a majority, after further discussion and without the support of France and Germany, the agreement reached on February 8 between the Presidency of the Council and the representatives of the European Parliament, including the legal presumption of employment and the

transparency in algorithmic management, under human supervision. The European Union thus approved its first Directive on platform work; a directive whose content will have to be transposed into the different national legislations in the next two years. After additional approval by the European Parliament, the directive will affect more than 28 million people who are considered to work on digital platforms in the EU⁶⁴.



MOVING FORWARD

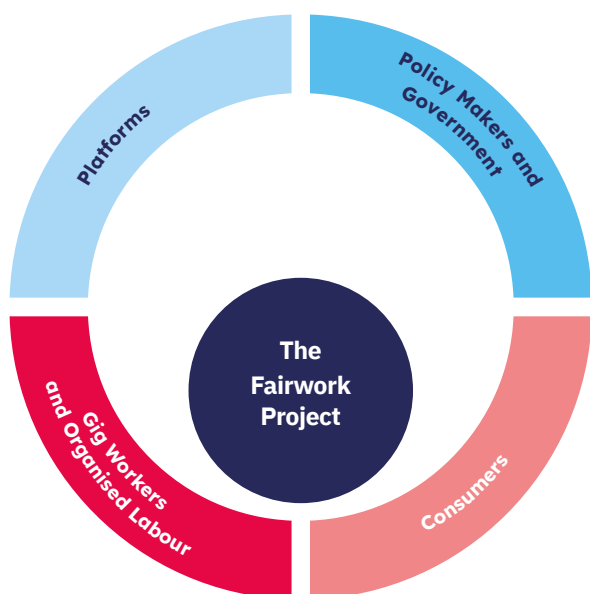
Pathways of Change

Fairwork's theory of change relies on a humanist belief in the power of empathy and knowledge. If they have the economic means to choose, many consumers will be discerning about the platform services they use.

Our yearly ratings give consumers the ability to choose the highest scoring platform operating in a sector, thus contributing to pressure on platforms to improve their working conditions and their scores. In this way, we leverage consumer solidarity with workers' allies in the fight for fairer working conditions. Beyond individual consumer choices, our scores can help inform the procurement, investment and partnership policies of large organisations. They can serve as a reference for institutions and companies who want to ensure they are supporting fair labour practices.

This is the first annual round of Fairwork ratings for Spain, and we are seeing increasing influence and impact. In this regard, we see four pathways to change (Figure 2).

Figure 2: Fairwork's Pathways to Change



Our first and most direct pathway to improving working conditions in digital labour platforms is by engaging directly with platforms operating in Spain. Although this is the first report in Spain based in Fairwork methodology, many of the platforms analysed in our study are also present in other countries and are familiar with and have previously collaborated with the Fairwork project. This has facilitated the collaboration in the study of some of them: for example, Just Eat, Glovo and La Pájara have provided us with detailed information and documentation on their business model. The solid work carried out by the Fairwork network throughout the world has also facilitated the collaboration of some relevant business associations in the Spanish platform economy, such as Adigital, which has provided us with information and contacts with the analysed platforms. This work of communication and dialogue with the platforms has allowed some of them (such as Just Eat) or associations such as Adigital to agree to participate, together with trade union representatives and academics, in different debate forums on the challenges of the platform economy in Spain. This has also resulted in our participation in a meeting organised by Adigital to present its proposal for algorithmic regulation in the platform economy.

We also engage with policy makers and government to advocate for extending appropriate legal protections to all platform workers, irrespective of their legal classification. The Spanish research team has been in communication with the Spanish Ministry of Labour and Social Economy, reporting on the development of the project and its results. The implementation of the project and its objectives was also presented to the team of the Ministry of Social Rights and 2030 Agenda. The Spanish team has also had the opportunity to participate in several meetings with Ecuadorian colleagues interested in learning about

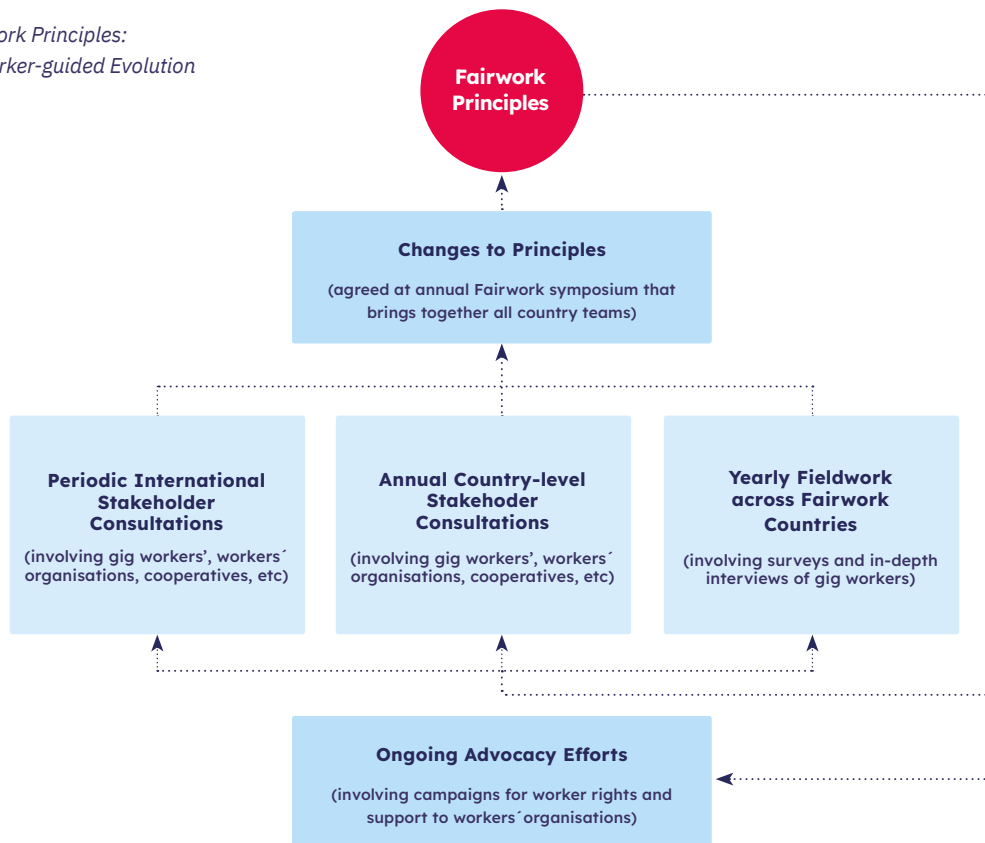
the Spanish experience of the *Rider Law* at a time when Ecuadorian political representatives were discussing the regulation of the platform economy in their country.

Finally, and most importantly, workers and their organisations are at the core of Fairwork’s model. Firstly, its principles have been developed and are continually refined in close consultation with workers and their representatives (Figure 3). Fieldwork data, combined with feedback from workshops and consultations involving workers, informs how the Fairwork principles evolve to remain in line with their needs. Throughout this Spanish report based in Fairwork methodology the Spanish researchers have been in contact, for example, with different trade union organisations (Comisiones Obreras, Unión General de Trabajadores, Confederación General del Trabajo, Confederación Nacional del Trabajo) and platform economy workers’ associations (RidersXDerechos, Resistencia VTC), to whom we have presented the objectives and results of the study. We have consulted many of them during the course of our study to clarify doubts, provide further information, etc. With the Trade Union Confederation of Comisiones Obreras, which has

financed the study, we have maintained a more continuous collaboration, always respecting the total autonomy of the research team. In collaboration with this trade union, for example, several conferences on working conditions in the platform economy have been organised with the participation of union stewards, business associations and academic representatives.

There is nothing inevitable about poor working conditions in the platform economy. Despite their claims to the contrary, platforms have substantial control over the nature of the jobs that they mediate. Workers who find their jobs through platforms are ultimately still workers, and there is no basis for denying them the key rights and protections that their counterparts in the formal sector have long enjoyed. Our scores show that the platform economy, as we know it today, already takes many forms, with some platforms displaying greater concern for workers’ needs than others. This means that we do not need to accept low pay, poor conditions, inequity, and a lack of agency and voice as the norm. We hope that our work – by highlighting the contours of today’s platform economy – paints a picture of what it could become.

Figure 3: Fairwork Principles: Continuous Worker-guided Evolution



The Fairwork Pledge

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

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

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

WWW.FAIR.WORK/PLEDGE



Fairwork Scoring System

Which companies are covered by the Fairwork principles?

The International Labour Organisation (ILO) defines a “digital labour platform” as an enterprise that mediates and facilitates “labour exchange between different users, such as businesses, workers and consumers”⁶⁵. That includes digital labour “marketplaces” where “businesses set up the tasks and requirements and the platforms match these to a global pool of workers who can complete the tasks within the specified time”⁶⁶. Marketplaces that do not facilitate labour exchanges - for example, Airbnb (which matches owners of accommodation with those seeking to rent short term accommodation) and eBay (which matches buyers and sellers of goods) are obviously excluded from the definition. The ILO’s definition of “digital labour platform” is widely accepted and includes many different business models⁶⁷.

Fairwork’s research covers digital labour platforms that fall within this definition that aim to connect individual service providers with consumers of the service through the platform interface. Fairwork’s research does not cover platforms that mediate offers of employment between individuals and employers (whether on a long-term or on a temporary basis).

Fairwork distinguishes between two types of these platforms. The first, is ‘location-based’ platforms where

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

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

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

How does the scoring system work?


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

Each Fairwork Principle is divided into two thresholds. Accordingly, for each Principle, the scoring system allows the first to be awarded corresponding to the first threshold, and an additional second point to be awarded corresponding to the second threshold (see Table 1). The

second point under each Principle can only be awarded if the first point for that Principle has been awarded. The thresholds specify the evidence required for a platform to receive a given point. Where no verifiable evidence is available that meets a given threshold, the platform is not awarded that point.

A platform can therefore receive a maximum Fairwork score of ten points. Fairwork scores are updated on a yearly basis; the scores presented in this report were derived from data pertaining to the months between August 2022 and August 2023, and are valid until August 2024.

Table 1: Fairwork Scoring System

Principle	First Point	Second Point	Total
 Principle 1: Fair Pay	 Ensures workers earn at least the local minimum wage after costs	 Ensures workers earn at least a local living wage after costs	
 Principle 2: Fair Conditions	 Mitigates task-specific risks	 Ensures safe working conditions and a safety net	
 Principle 3: Fair Contracts	 Provides clear and transparent terms and conditions	 Ensures that no unfair contract terms are imposed	
 Principle 4: Fair Management	 Provides due process for decisions affecting workers	 Provides equity in the management process	
 Principle 5: Fair Representation	 Assures freedom of association and the expression of worker voice	 Supports democratic governance	

Maximum possible Fairwork Score



Principle 1: Fair Pay

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

Platform workers often have substantial work-related costs to cover, such as transport between jobs, supplies, or fuel, insurance, and maintenance on a vehicle⁶⁸. Workers' costs sometimes mean their take-home earnings may fall below the local minimum wage⁶⁹. Workers also absorb the costs of extra time commitment, when they spend time waiting or travelling between jobs, or other unpaid activities necessary for their work, such as mandatory training, which are also considered active hours⁷⁰. To achieve this point platforms must ensure that work-related costs do not push workers below local minimum wage.

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

- Payment must be on time and in-full.
- Workers earn at least the local minimum wage, or the wage set by collective sectoral agreement (whichever is higher) in the place where they work, in their active hours, after costs⁷¹.

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

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

The platform takes appropriate steps to ensure the following:

- Workers earn at least a local living wage, or the wage set by collective sectoral agreement (whichever is higher) in the place where they work, in their active hours, after costs⁷².

Principle 2: Fair Conditions

2.1 - Mitigates task-specific risks (one point)

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

The platform must satisfy the following:

- Adequate equipment and training is provided to protect workers' health and safety from task-specific risks⁷³. These should be implemented at no additional cost to the worker.

- The platform mitigates the risks of lone working by providing adequate support and designing processes with occupational safety and health in mind.

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

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

The platform must satisfy ALL of the following:

- Platforms take meaningful steps to ensure that workers do not suffer significant costs as a result of accident, injury or disease resulting from work.
- Workers should be compensated for income loss due to inability to work commensurate with the worker's average earnings over the past three months.
- Where workers are unable to work for an extended period due to unexpected circumstances, their standing on the platform is not negatively impacted.
- The platform implements policies or practices that protect workers' safety from task-specific risks. In particular, the platform should ensure that pay is not structured in a way that incentivizes workers to take excessive levels of risk.

Principle 3: Fair Contracts

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

The terms and conditions governing platform work are not always clear and accessible to workers⁷⁴. To achieve this point, the platform must demonstrate that workers are able to understand, agree to, and access the conditions of their work at all times, and that they have legal recourse if the other party breaches those conditions.

The platform must satisfy ALL of the following:

- The party contracting with the worker must be identified in the contract, and subject to the law of the place in which the worker works.

- The contract/terms & conditions are presented in full in clear and comprehensible language that all workers could be expected to understand.
- Workers have to sign a contract and/or give informed consent to terms of conditions upon signing up for the platform.
- The contracts/terms and conditions are easily accessible to workers in paper form, or via the app/platform interface at all times.
- Contracts/terms & conditions do not include clauses that revert prevailing legal frameworks in the respective countries.
- Platforms take adequate, responsible and ethical data protection and management measures, laid out in a documented policy.

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

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

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

- Every worker is notified of proposed changes in clear and understandable language within a reasonable timeframe before changes come into effect; and the changes should not reverse existing accrued benefits and reasonable expectations on which workers have relied.
- The contract/terms and conditions neither include clauses which exclude liability for negligence nor unreasonably exempt the platform from liability for working conditions. The platform takes appropriate steps to ensure that the contract does not include clauses which prevent workers from effectively seeking redress for grievances which arise from the working relationship.
- In case platform labour is mediated by subcontractors: The platform implements a reliable mechanism to monitor and ensure that the subcontractor is living up to the standards expected from the platform itself regarding working conditions.
- In cases where there is dynamic pricing used for services, the data collected and calculations used to allocate payment must be transparent and documented in a form available to workers.

Principle 4: Fair Management

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

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

The platform must satisfy ALL of the following:

- There is an easily accessible channel for workers to communicate with a human representative of the platform and to effectively solve problems. This channel is documented in the contract and available on the platform interface. Platforms should respond to workers within a reasonable timeframe. There is a process for workers to meaningfully and effectively appeal low ratings, non-payment, payment issues, deactivations, and other penalties and disciplinary actions. This process is documented in a contract and available on the platform interface⁷⁵.
- In the case of deactivations, the appeals process must be available to workers who no longer have access to the platform.
- Workers are not disadvantaged for voicing concerns or appealing disciplinary actions.

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

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

Platforms must satisfy ALL of the following:

- The platform has an effective anti-discrimination policy laying out a clear process for reporting, correcting and penalising discrimination of workers on the platform on grounds such as race, social origin, caste, ethnicity, nationality, gender, sex, gender identity and expression, sexual orientation, disability, religion or belief, age or any other status⁷⁶.

- The platform has measures in place to promote diversity, equality and inclusion on the platform. It takes practical measures to promote equality of opportunity for workers from disadvantaged groups, including reasonable accommodation for pregnancy, disability, and religion or belief.
- Where persons from a disadvantaged group (such as women) are significantly under-represented among a pool of workers, it seeks to identify and remove barriers to access by persons from that group.
- If algorithms are used to determine access to work or remuneration or the type of work and pay scales available to workers seeking to use the platform, these are transparent and do not result in inequitable outcomes for workers from historically or currently disadvantaged groups.
- It has mechanisms to reduce the risk of users discriminating against workers from disadvantaged groups in accessing and carrying out work.

Principle 5: Fair Representation

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

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

Platforms must satisfy ALL of the following:

- There is a documented mechanism⁷⁷ for the expression of collective worker voice that allows ALL workers, regardless of employment status, to participate without risks.
- There is a formal, written statement of willingness to recognise, and bargain with, a collective, independent body of workers or trade union, that is clearly communicated to all workers, and available on the platform interface⁷⁸.
- Freedom of association is not inhibited, and workers are not disadvantaged in any way for communicating their concerns, wishes and demands to the platform, or expressing willingness to form independent collective bodies of representation⁷⁹.

5.2 - Supports democratic governance (one additional point)

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

The platform must satisfy at least ONE of the following:

- Workers play a meaningful role in governing it.
- In a written document available at all times on the platform interface, the platform publicly and formally recognises an independent collective body of workers, an elected works council, or trade union. This recognition is not exclusive and, when the legal framework allows, the platform should recognise any significant collective body seeking representation⁸⁰.

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ENDNOTES

1. Spanish Law 12/2021, of September 28, amending the revised text of the Workers' Statute Law, approved by Royal Legislative Decree 2/2015, of October 23, 2015, to guarantee the labor rights of persons engaged in delivery in the field of digital platforms.
2. The European Framework Directive on Safety and Health at Work (89/391/EEC), together with the Spanish Law 31/1995, of November 8, 1995, on Occupational Risk Prevention.
3. A Mutual Society for Accidents at Work and Occupational Diseases of the Social Security is "a non-profit association of employers that collaborates with the Social Security system in the management of important benefits of the Social Security system such as occupational contingencies, temporary incapacity (...). They manage public resources and services, which means that their management and supervision corresponds to the State Administration, through the Secretary of State for Social Security and its attached bodies, configured as a formula of mixed public-private collaboration. In order to operate as a mutual society, the association must be authorised by the Ministry of Labour and Social Security. (...) The collaboration of the mutual societies covers various types of benefits, which nowadays go far beyond accidents at work. Mutuals have taken over the management of temporary incapacity benefit for common contingencies (1996), benefits for risk during pregnancy and risk during breastfeeding (2007), cessation of activity for self-employed workers (2010) and the care benefit for minors affected by cancer or other serious illnesses (2011)". Retrieved from <https://revista.seg-social.es/-/%C2%BFqu%C3%A9-son-las-mutuas-> (Accessed 20 December 2023).
4. In the case of Uber, in 2021 the Labor Inspectorate denounced a VTC company (Euskal Herria VTC S.L.) that provided services to Uber in the Basque Country for non-compliance with labor regulations, both in terms of working conditions and labor risk prevention. The infraction report of the Labor Inspectorate is available on the website Resistencia VTC (<https://resistenciavtc.wordpress.com>).
5. In Spain, private passenger transport can only be carried out by traditional taxis or by companies with government-issued as "chauffeur-driven vehicle" (VTC) licences. In 2022, according to data from the Ministry of Transport, there were around 18,000 active VTC licences in Spain, mostly in the hands of companies such as Moove Cars, Auro, Gescab, Vecctor, Armoni Cars, etc. The main ride-hailing platforms operating in Spain (Uber, Cabify, Bolt) must offer their services with the intermediation of these "fleets of VTC vehicles". These sometimes work exclusively with one platform (as in the case of Vecctor, acquired by Cabify), but it is more common for companies with fleets of VTC vehicles to provide services and work simultaneously with all the platforms in the sector.
6. See, for instance: <https://elpais.com/economia/2023-01-24/trabajo-impone-una-multa-a-glovo-por-emplear-a-falsos-autonomos-y-ya-acumula-205-millones-en-sanciones.html>.
Sanctions also derived from obstructionist practices from the platform against the actions of the labor inspectorate itself: https://www.eldiario.es/economia/audiencia-nacional-condena-glovo-pagar-50-000-euros-multa-obstruir-inspeccion-trabajo_1_7966448.html
7. <https://www.rtve.es/noticias/20240118/inspeccion-trabajo-sanciona-por-primera-vez-a-glovo-por-incumplir-ley-rider/15922641.shtml>.
8. See, for instance: https://elpais.com/economia/2023-05-07/dos-anos-de-la-ley-rider-rebeldia-en-el-sector-del-delivery-que-ignora-las-multas-millonarias-de-trabajo.html?event_log=oklogin.
Also: https://www.eldiario.es/politica/ultima-hora-actualidad-politica-directo_6_9555150_1093812.html
9. Spanish Organic Law /2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights; and the General Data Protection Regulation of the European Union.
10. ESADE (2022). Ley Rider. Un año después. Foro de Humanismo Tecnológico, https://itemsweb.esade.edu/wi/research/Foro-Humanismo-Tecnologico/221027_Informe_LeyRider_FHTEsade.pdf (Consultado el 24 de diciembre de 2023).
11. The Labour Inspectorate in Spain regularised around 39,000 false self-employed in 2022 and around 30,000 in 2023. About half of these regularisations took place in the "transport and warehousing" sector, to which delivery belongs. See for example: <https://elpais.com/economia/2023-10-19/inspeccion-de-trabajo-ha-regularizado-a-30000-falsos-autonomos-en-2023.html> (Accessed 27 December 2023).
12. <https://elpais.com/economia/2023-05-07/dos-anos-de-la-ley-rider-rebeldia-en-el-sector-del-delivery-que-ignora-las-multas-millonarias-de-trabajo.html> (Accessed 27 December 2023).
See also: https://www.eldiario.es/politica/ultima-hora-actualidad-politica-directo_6_9555150_1093812.html.
13. Glovo currently allows riders in Spain to rent up to a maximum of 10 accounts, with the "incumbent" rider having to inform the platform and assume legal responsibilities regarding the situation and actions of the "rented" riders. See: <https://delivery.glovoapp.com/es/faq/quieres-subcontratar-tu-cuenta/> (Accessed 27 December 2023).
14. The collective agreement for the VTC sector in the Community of Madrid can be found here: <https://madrid.fsc.ccoo.es/Od8bc6afc6b22cbb59be5d1f1cebd04de000050.pdf> (Accessed 27 December 2023).
15. Unemployment figures from the Spanish National Statistics Institute's Labour Force Survey (EPA).
16. In 2022, wages were 0.4% below 2000 wages in constant figures. Over the same period, average real purchasing power growth in OECD economies was 17.4%. See, OECD/OECD Statistics: https://stats.oecd.org/index.aspx?DataSetCode=AV_AN_WAGE#; <https://nationworldnews.com/spain-among-the-four-oecd-countries-with-a-decline-in-purchasing-power-since-2000/>; https://www.eldebate.com/economia/20230925/espana-cuatro-paises-ocde-perdido-poder-adquisitivo-respecto-ano-2000_142066.html
17. FEDEA (2023). Observatorio Trimestral del Mercado de Trabajo, Boletín no. 6. Apuntes 2023/18; González, X. y Miles, D. (2021). "La transición de la universidad al trabajo y el fenómeno de la sobrecualificación en España". Cuadernos de Información Económica, 283.
18. UGT (2022). España, país de bajos salarios: la precariedad laboral persiste. Servicios de Estudios de UGT, nº 35.
19. Urzi Brancati, M.C., Pesole, A. y Fernández Macías, E. (2020). New evidence on platform workers in Europe, Publications Office of the European Union; Digital Future Society (2020). El trabajo en plataformas digitales en España: ¿qué sabemos? Una revisión bibliográfica, DFS.
20. Agnieszka Piasna, Wouter Zwysen and Jan Drahokoupil (2022). The platform economy in Europe Results from the second ETUI Internet and Platform Work Survey. ETUI, Working Paper 2022.05.

21. Eurofound y EIGE (2023). Gender differences in motivation to engage in platform work. Policy Brief; Eurofound (2020), New forms of employment: 2020 update, Publications Office of the European Union, Luxembourg.
22. <https://www.consilium.europa.eu/es/infographics/platform-economy/>
23. Barcevičius, E; Gineikytė-Kanclerė, V.; Klimavičiūtė, L.; Ramos, N. (2021). Study to support the impact assessment of an EU initiative to improve the working conditions in platform work. Brussels. European Commission.
24. Álvarez-Hernández G. y Pérez-Zapata O. (2021). "Plataformización y gestión 'platafórmica': una discusión de las condiciones de trabajo en una plataforma cualificada". *Revista Española de Sociología*, 30 (3), a67; Boston Consulting Group. (2019). The new freelancers. tapping talent in the gig economy. BCG Henderson Institute.
25. Spanish Law 20/2007, of 11 July, on the Statute of Self-Employment. <https://www.boe.es/buscar/act.php?id=BOE-A-2007-13409>.
26. Baylos A. (2022). La larga marcha hacia el trabajo formal: el caso de los riders y la ley 12/2021. *Cuadernos de Relaciones Laborales*, 40 (1), 95-113. <https://doi.org/10.5209/crla.8059>.
27. Köhler, H-D.(2022). "Sindicalismo 'Gig' o la acción colectiva en la economía de las plataformas", *Cuadernos de Relaciones Laborales*, 38(2), 325-343. Martín Artilles, A. (2021). "Digitalización del trabajo, protosindicalismo y cuasi-unionismo post-pandémico". *Anuario IET de Trabajo y Relaciones Laborales*, Vol.7, pp. 9-32.
28. <https://resistenciavtc.wordpress.com/2021/12/15/las-denuncias-contragestoras-de-vtc-presentadas-en-inspeccion-de-trabajo-dan-sus- frutos/>.
29. https://www.eldiario.es/economia/glovo-empresa-asentada-centenares-irregularidades-sigue-retando-trabajo-autonomos_1_9556072.html
30. A more detailed analysis of the different organisational models of these platforms and their implications can be found, for example, in Digital Future Society (2021) Home care and digital platforms in Spain. Barcelona: Digital Future Society (<https://digitalfuturesociety.com/report/home-care-and-digital-platforms-in-spain/>) (Accessed 24 December 2023) and in Galí, Irene (2022) Precarizar lo precario. Trabajadoras de cuidados y limpieza a domicilio en plataformas digitales. Los casos de Clintu, MyPoppins y Cuideo. Barcelona: Comisiones Obreras Cataluña (<https://www.ccoo.cat/wp-content/uploads/2022/05/informe-treball-cures-castella-2022.pdf>) / Accessed 24 December 2023).
31. <https://mypoppins.com/es/> (Accessed 24 December 2023).
32. <https://www.expansion.com/expansion-empleo/emprendedores/2019/04/04/5ca5c90eca4741f9358b45bb.html> (Accessed 24 December 2023).
33. A summary explanation can be found at: <https://www.mites.gob.es/es/portada/serviciohogar/nueva-regulacion/index.htm> (Accessed 24 December 2023)
34. <https://www.mites.gob.es/es/portada/serviciohogar/nueva-regulacion/segsocial/index.htm> (Accessed 24 December 2023).
35. General information on the protection of this social security scheme can be found here: <https://www.mites.gob.es/es/portada/serviciohogar/nueva-regulacion/segsocial/index.htm> (Accessed 24 December 2023). Information on the extension of unemployment insurance to household service is available here: <https://www.sepe.es/HomeSepe/Personas/distributiva-prestaciones/quiero-cobrar-el-paro/soy-persona-trabajadora-servicio-hogar.html> (Accessed 24 December 2023).
36. <https://www.mites.gob.es/es/portada/serviciohogar/nueva-regulacion/contratacion/index.htm> (Accessed 24 December 2023).
37. <https://www.mites.gob.es/es/portada/serviciohogar/nueva-regulacion/permisos/index.htm> (Accessed 24 December 2023).
38. <https://www.mites.gob.es/es/portada/serviciohogar/nueva-regulacion/retribuciones/index.htm> (Accessed 24 December 2023).
39. In June 2023, for example, the 15th Social Court of Barcelona recognised in a judgment rule the existence of an employment relationship between 500 cleaners and the cleaning services platform Clintu (very similar to MyPoppins). For more details on these legal proceedings see: <https://www.lavanguardia.com/vida/20230627/9071047/clintu-condenada-pagar-1-3-millones-reconocer-empleadas-505-limpiadoras.html> (Accessed 8 December 2023) and <https://elpais.com/economia/2022-05-18/las-riders-de-la-limpieza-se-levantan-contralaplataformas-juegan-con-la-necesidad-de-la-gente.html> (Accessed 8 December 2023).
40. In 2022, the difference between the number of persons employed in domestic service according to the Labour Force Survey (National Statistics Institute) and the number of persons registered in the Special System of Household Employees of the Social Security was 115,000 persons (Cf. Funcas, "Una contribución a la sociedad poco visible y apreciada, pero de gran valor social", Funcas blog, 30 March 2023, https://www.funcas.es/wp-content/uploads/2023/03/230230_DITH.pdf [accessed 27 December 2023]). It can be roughly estimated that undeclared employment in domestic service represents around 24% of total employment in the sector.
41. <https://mypoppins.com/es/blog/tenemos-seguro-de-accidentes-para-poppins/> (Accessed 8 December 2023).
42. The 2022 Spanish last labour market reform (RDL 32/2021 of 28 December) represents a change with respect to previous reforms, as it limits the use of temporary contracts and promotes permanent contracts. The reform also restores some (not all) rights eliminated with the 2012 reform (e.g. the automatic extension of the validity of "expired" collective agreements and the primacy of sectoral bargaining as the scope of collective bargaining).
43. <https://www.ridersxderechos.org/> ; <https://resistenciavtc.wordpress.com/>
44. According to information published in early 2023 in the Spanish newspaper El País, of the 80,468 "false self-employed" reported by the Labor Inspectorate since 2019, 40,793 were "bogus self-employed" located in the transport and warehousing sector. See: <https://elpais.com/economia/2023-01-23/las-investigaciones-de-inspeccion-de-trabajo-regularizan-a-40000-falsos-autonomos-durante-2022.html>
45. Fernández-Trujillo Moares, F. (2022). Resistencia, sindicalismo y conflicto en el ámbito de las plataformas de reparto y mensajería. *Cuadernos de Relaciones Laborales*, vol. 40, nº 1, pp. 130-160.
46. Court ruling of the Social Division of the Supreme Court of 25 September 2020 (STS 805/2020). "The sentence deduces the existence of subordination, among other indications, from the imposition of the conditions (maximum delivery time, form of addressing the users, etc.) under which the service is to be provided (except for the timetable and the

- route to be used to reach the destination, etc.) under which the service is to be provided (except for the timetable and the route by which the destination is to be reached); the tight control of the service through the algorithm that assigns the services, the constant geolocation by GPS and the evaluation of the service by the customers and the power that the platform takes on to penalise or sanction the delivery drivers when they fail to comply with the conditions of service, establishing certain causes for termination of the contract (continued delay, verbal or physical offences, breach of contractual good faith, etc.) similar to those provided for in the contract (continued delay, verbal or physical offences, breach of contractual good faith, etc.), and the fact that the platform is able to penalise or sanction the delivery drivers when they fail to comply with the conditions of service), analogous to those provided for in art. 54.2 ET. As far as the requirement of third-party liability is concerned, this is proven insofar as the delivery riders do not receive their rate from the clients but from the platform, which fixes the price of the services provided, the method of payment and the remuneration”, in Baylos A. (2022) “La larga marcha hacia el trabajo formal: el caso de los riders y la ley 12/2021”. Cuadernos de Relaciones Laborales, 40 (1), 95-113. <https://doi.org/10.5209/crla.8059>
47. <https://www.boe.es/boe/dias/2021/09/29/pdfs/BOE-A-2021-15767.pdf>
 48. <https://elpais.com/economia/2023-08-04/trabajo-da-un-ultimatum-a-glovo-antes-de-ir-a-la-via-penal-por-emplear-a-falsos-autonomos.html> (Accessed 22 December 2023)
 49. Adigital y Analistas Financieros Internacionales (2020): Importancia económica de las plataformas digitales de delivery y perfil de los repartidores en España. Septiembre 2020. <https://www.adigital.org/media/importancia-economica-de-las-plataformas-digitales-de-delivery-y-perfil-de-los-repartidores-en-espana.pdf> (Accessed 20 December 2023)
 50. ESADE (2022). Ley Rider. Un año después. Foro de Humanismo Tecnológico, https://itemsweb.esade.edu/wi/research/Foro-Humanismo-Tecnologico/221027_Informe_LeyRider_FHTESade.pdf (Accessed 24 December 2023).
 51. Just Eat has also publicly supported in Spain the first proposals for the protection of platform workers in the draft European directive for the regulation of the platform economy: <https://www.justeattakeaway.com/newsroom/es-ES/221178-just-eat-takeaway-com-apoya-firmemente-la-directiva-de-la-ue-sobre-el-trabajo-en-plataformas-digitales>
 52. https://www.eldiario.es/economia/just-eat-senala-glovo-in-cumplir-ley-rider-dano-tremendo-competencia-libre-justa_1_9126280.html (Accessed 8 December 2023)
 53. A summary of the content of that version of the Directive can be found at: <https://www.consilium.europa.eu/en/press/press-releases/2023/12/13/rights-for-platform-workers-council-and-parliament-strike-deal/> ; <https://braveneweuropa.com/gig-economy-project-eu-member-states-agree-platform-work-directive-position>
 54. <https://braveneweuropa.com/provisional-agreement-struck-on-platform-work-directive> (Accessed 28 December 2023).
 55. <https://www.consilium.europa.eu/en/press/press-releases/2023/12/13/rights-for-platform-workers-council-and-parliament-strike-deal/>
 56. <https://prensa.mites.gob.es/WebPrensa/noticias/ministro/detalle/4268>
 57. https://techcrunch.com/2023/12/22/eu-platform-worker-directive-no-coreper-deal/?guccounter=1&guce_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&&guce_referrer=AQAAAFgZkl_wC6P2cXNOYeGUOTaI-wDFRpuQnRHL08mTHYhfaVqp4TUApT5eUx9FdwzTG-j9ZOWZJEDzqWijoyXSlv6nz2Enh6fiNA7Py_ixp-mabwnhij-TYXdHobRt4SWSYbCuc22C0ddETlnRBaUxgijyymgMqimQM-1kq9LWIT8kRgY4o
 58. <https://www.euractiv.com/section/economy-jobs/news/member-states-deal-heavy-blow-to-platform-work-deal/>
 59. https://www.eldiario.es/economia/ley-rider-europea-queda-norma-carta-27-presion-francia_1_10908281.html
 60. <https://eocampaign1.com/web-verification?p=5e88eede-c743-11ee-9b69-d3637cc0621d&pt=campaign&t=1707591245&s=4cbe149705c629b5aad-710075853cdee31fde9dec3e42407af9d1627642f298542>
<https://www.socialeurope.eu/platform-work-directive-the-clock-is-ticking>
 61. <https://www.socialeurope.eu/platform-work-directive-the-clock-is-ticking>
 62. https://www.europapress.es/economia/laboural-00346/noticia-ue-acuerda-ley-rider-aclara-estatus-laboural-empleados-plataformas-uber-deliveroo-20240208155158.html?utm_source=boletin&utm_medium=email&utm_campaign=glovo
 63. <https://braveneweuropa.com/platform-work-directive-blocked-by-germany-france-estonia-and-greece>
 64. <https://www.consilium.europa.eu/en/press/press-releases/2024/03/11/platform-workers-council-confirms-agreement-on-new-rules-to-improve-their-working-conditions/>
 65. ILO (2021). World Employment and Social Outlook: The role of digital labour platforms in transforming the world of work. Geneva: International Labour Organization. p. 31. Available at: https://www.ilo.org/global/research/global-reports/weso/2021/WCMS_771749/lang-en/index.htm.
 66. ILO 2021 report, p.107
 67. De Stefano, V. (2016). The rise of the ‘just-in-time workforce’: On-demand work, crowdwork and labour protection in the ‘gig-economy’. Geneva: International Labour Organization.
 68. Work-related costs include direct costs the worker may incur in performing the job. This may include, for instance, transport in between jobs, supplies, vehicle repair and maintenance, fuel, road tolls and vehicle insurance. However, it does not include transport to and from the job (unless in-between tasks) nor taxes, social security contributions or health insurance.
 69. The ILO defines minimum wage as the “minimum amount of remuneration that an employer is required to pay wage earners for the work performed during a given period, which cannot be reduced by collective agreement or an individual contract.” Minimum wage laws protect workers from unduly low pay and help them attain a minimum standard of living. The ILO’s Minimum Wage Fixing Convention, 1970 C135 sets the conditions and requirements of establishing minimum wages and calls upon all ratifying countries to act in accordance. Minimum wage laws exist in more than 90 per cent of the ILO member states.
 70. In addition to direct working hours where workers are completing tasks, workers also spend time performing unpaid

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

71. In order to evidence this, where the platform is responsible for paying workers the platform must either: (a) have a documented policy that ensures the workers receive at least the local minimum wage after costs in their active hours; or (b) provide summary statistics of transaction and cost.
72. Where a living wage does not exist, Fairwork will use the Global Living Wage Coalition's Anker Methodology to estimate one. To identify the threshold of a living wage in Spain, which guarantees decent living conditions, several European and national proposals (from the European Social Charter of the Council of Europe, through the calculations of the Living Wage Foundation in the United Kingdom and the methodology of the Àrea de Desenvolupament Social i Econòmic de l'Àrea Metropolitana de Barcelona, which defines a living wage of income from which a working person and his family could live with dignity) have been followed, adapted to the local socioeconomic context.
73. The ILO recognises health and safety at work as a fundamental right. Where the platform directly engages the worker, the starting point is the ILO's Occupational Safety and Health Convention, 1981 (C155). This stipulates that employers shall be required "so far as is reasonably practicable, the workplaces, machinery, equipment and processes under their control are safe and without risk to health", and that "where necessary, adequate protective clothing and protective equipment [should be provided] to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects on health."
74. The ILO's Maritime Labour Convention, 2006 (MLC 2006), Reg. 2.1, and the Domestic Workers Convention, 2011 (C189), Articles 7 and 15, serve as helpful guiding examples of adequate provisions in workers' terms and conditions, as well as worker access to those terms and conditions.
75. Workers should have the option of escalating grievances that have not been satisfactorily addressed and, in the case of automated decisions, should have the option of escalating it for human mediation.
76. In accordance with the ILO Convention No. 111 concerning Discrimination in Respect of Employment and Occupation and applicable national law.
77. A mechanism for the expression of collective worker voice will allow workers to participate in the setting of agendas so as to be able to table issues that most concern them. This mechanism can be in physical or virtual form (e.g. online meetings) and should involve meaningful interaction (e.g. not surveys). It should also allow for ALL workers to participate in regular meetings with the management.
78. For example, "[the platform] will support any effort by its workers to collectively organise or form a trade union. Collective bargaining through trade unions can often bring about more favourable working conditions."
79. See the ILO's Freedom of Association and Protection of the Right to Organise Convention, 1948 (C087), which stipulates that "workers and employers, without distinction, shall have the right to establish and join organisations of their own choosing without previous authorisation" (Article 2); "the public authorities shall refrain from any interference which would restrict the right or impede the lawful exercise thereof" (Article 3) and that "workers' and employers' organisations shall not be liable to be dissolved or suspended by administrative authority" (Article 4). Similarly the ILO's Right to Organise and Collective Bargaining Convention, 1949 (C098) protects the workers against acts of anti-union discrimination in respect of their employment, explaining that not joining a union or relinquishing trade union membership cannot be made a condition of employment or cause for dismissal. Out of the 185 ILO member states, currently 155 ratified C087 and 167 ratified C098.
80. If workers choose to seek representation from an independent collective body of workers or union that is not readily recognized by the platform, the platform should then be open to adopt multiple channels of representation, when the legal framework allows, or seek ways to implement workers' queries to its communication with the existing representative body.



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