**GDPoweR – Recovering workers' data to negotiate and monitor collective agreements in the platform economy**

# Country Report Austria

Leonard Geyer, Nikko Bilitza & Sonila Danaj

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## Abstract

This Country Report Austria is part of the GDPoweR project, which centres on platform work in the food delivery and ride-hailing sectors and explores three areas: the collection and use of worker data by labour platforms and its impact on worker well-being, social partners' strategies to negotiate and implement collective agreements for platform workers, and the monitoring and enforcement of negotiated agreements.

The report describes the Austrian collective bargaining system and confirms that collective agreements have been negotiated in both industries. Furthermore, it indicates that two out of the three largest food delivery platforms have works councils, which have strong legal rights to regulate the collection of worker data, particularly GPS data. However, the analysis also indicates that platform companies can circumvent compliance with these agreements and the protections established by works councils by working with free service providers and the self-employed.

As a methodological innovation, the research for this report included the data donations from platform workers who had requested copies of their personal data from the platforms. This data indicates that all the companies collect basic contractual information on workers. However, the amount of location and performance data collected and stored by ride-hailing companies varies, as does the platforms' willingness to disclose information on their algorithmic management practices. Most workers were aware of the data collected by the companies about them, but were also sceptical about whether the companies' responses to their GDPR requests were complete. Workers' views on the collection of their data ranged from positive to critical, but mostly focused on limiting data collection, storage and sharing to what is necessary to provide the service.

Lastly, worker data was used to test whether companies comply with the rules of the collective agreement for bicycle couriers. No violations were found, but our analysis demonstrated that this method could be used to monitor compliance with collective agreements and protect labour rights.



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**For more information** geyer@euro.centre.org



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# 1. Introduction

The project Recovering Workers' Data to Negotiate and Monitor Collective Agreements in the Platform Economy – GDPoweR for short – was co-funded by the European Union and included research activities carried out by a consortium of seven research and social partner organizations in Austria, Belgium, France, Poland, and Spain. The research centred on two sectors, ride-hailing and food delivery, and explored three areas:

- *The collection and use of worker data by digital labour platforms and their impact on worker well-being and their inclination to engage in collective actions.*
- *Strategies employed by social partners to negotiate and implement collective and company-level agreements in the platform economy. These agreements cover aspects like pay, working conditions, and the collection and use of worker data.*
- *The implementation, monitoring, and enforcement of negotiated agreements.*

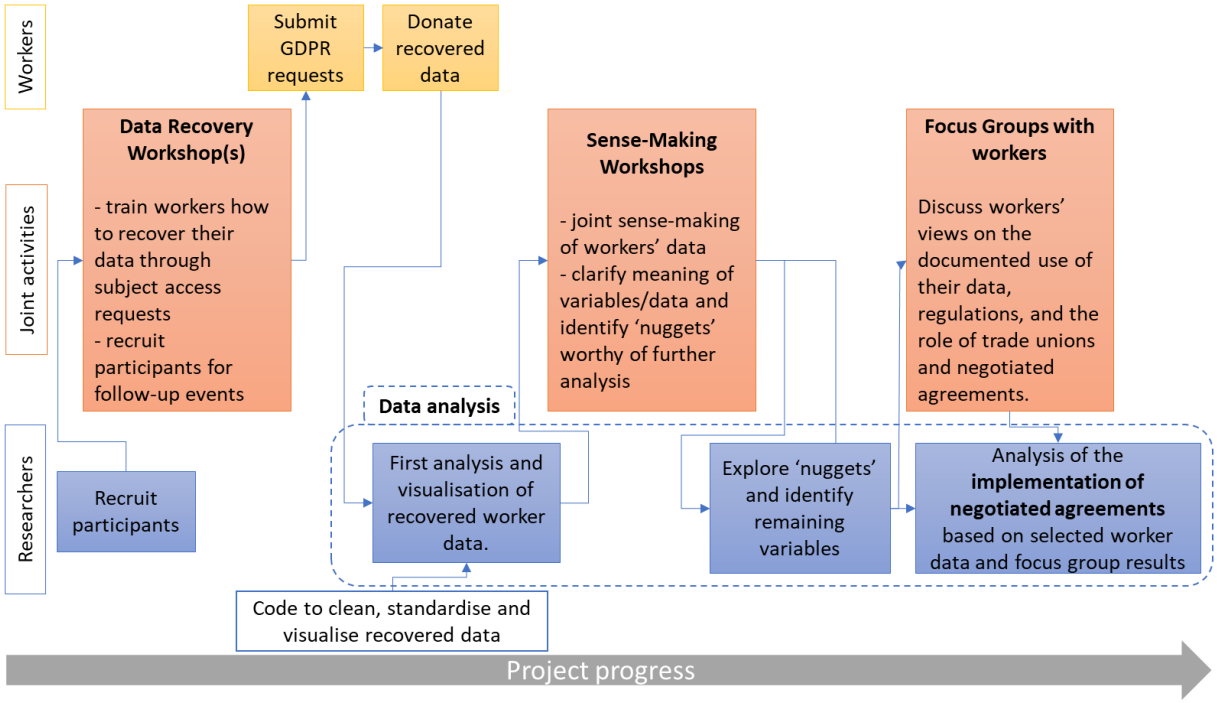
This report covers the findings in the case of Austria. The research for all countries followed the same methodology outlined in the GDPoweR Research Design and its addendums (Geyer, Kayran, & Danaj, 2024; Geyer & Gillis, 2024; Geyer, 2024) and combined several different methods to collect data at the level of collective action and industrial relations and at the level of individual workers that were carried out between January 2024 and May 2025.

At the level of collective action and industrial relations, we analysed *the strategies used by activists, trade unions, and employer groups for negotiating and implementing agreements on platform workers' pay and working conditions, including the collection and use of personal data*. Furthermore, we explored whether those agreements *are implemented correctly* and *what challenges social partners face in (trying to) negotiate and implement such agreements*. To answer these questions, the research included a desk review of the existing literature on Austria's platform economy and collective bargaining system, as well as a mapping of relevant negotiated agreements at both the industry and company levels. In addition, focus groups and research interviews were conducted with worker activists, representatives of trade unions, employer groups and platform companies in the food delivery and ride-hailing industries to understand how agreements are negotiated and implemented, what challenges exist in that respect or, if no agreements have (yet) been concluded, why this is the case.

At the level of individual workers, we explored *what data digital labour platforms collect about workers*, *if they are aware of what data is being collected about them* and *how platforms' data collection practices influence workers* through a sequence of events and activities described in Figure 1 below, which were inspired by the work of Hestia.ai and others (Ausloos, 2019; Ausloos & Veale, 2020; Bowyer, Pidoux, Gursky, & Dehaye, 2022). First, data recovery workshops were organised to inform platform workers in the food delivery and ride-hailing industries of how they can receive ('recover') a copy of their personal data processed by platform companies through Data Access and/or Data Portability Requests under the European General Data Protection Regulation (GDPR). Interested workers were given the opportunity to donate their recovered personal data to the project

for research purposes. The donated data was then cleaned, analysed, and partially visualised using code developed within the project.[1] We presented and discussed the results with the workers who had donated their data at a Sense-Making Workshop to jointly make sense of the variables and their meaning, and examine and identify data worthy of further analysis (nuggets). Thereafter, the same workers were interviewed in a focus group format, usually on the same day, about their views of the data collected about them, potential effects on their well-being, if they perceived a need for more regulations, and what role they saw for trade unions in this regard. All events and activities were carried out separately for platform workers in the food delivery and ride-hailing industries.

**Figure 1: Research at the level of individual workers and worker data**




*Source: Figure adjusted from the GDPoweR Research Design* (Geyer, Kayran, & Danaj, 2024)

Lastly, in the countries that have collective agreements for platform workers, like Austria, information from the focus groups with workers and social partners, as well as donated worker data, was used to analyse whether those agreements are implemented correctly.

We find that collective agreements covering regular employees have been negotiated in both industries and that two out of the three largest food delivery platforms have works councils, which have strong legal rights to regulate the collection of worker data, particularly GPS data. We find no evidence of significant violations of these agreements by platform companies. Instead, our analysis indicates that the principal challenge in the ride-hailing and food-delivery industries is that platforms circumvent the agreements and protections established by works councils by working with free service providers and the self-employed.

Furthermore, personal data donated by platform workers indicates that all platform companies collect similar basic contractual information on workers. However, the amount of location and performance data collected and stored by ride-hailing companies varies, as does the platforms' willingness to disclose information on their algorithmic management practices. Most workers were aware of the

1 https://github.com/nikkobilitza/GDPoweR-Data-Visualization

data collected by the companies about them, but were also sceptical about whether the companies' responses to their GDPR requests were complete. Workers' views on the collection of their data ranged from positive to critical, but mostly focused on limiting data collection, storage and sharing to what is necessary to provide the service.

The report is structured as follows: Chapter 2 describes the Austrian platform economy ecosystem, including the Austrian legal context for platform work and the number of companies and workers active in the food delivery and ride-hailing industries. Chapter 3 describes Austria's collective bargaining model. It describes the main actors – trade unions, employer groups, works councils, and grassroots activists – that represent the interests of platforms and platform workers, as well as their strategies to negotiate (or avoid doing so) collective agreements. The chapter also maps all relevant agreements at the industry and company levels agreed upon in the two industries. Chapter 4 examines platforms' data collection practices and their effects on workers. The chapter starts by describing in greater detail the methodology used to collaborate with platform workers to obtain their data from companies, jointly analyse and interpret it, and the challenges encountered in this process. Thereafter, it examines what data is collected about platform workers, whether they are aware of it, and how it affects them. Chapter 5 revisits the topic of collective agreements and explores, using donated worker data and information from focus groups and interviews with workers and social partners, whether those agreements are implemented correctly, and what challenges exist in this process. Chapter 6 summarises the main findings, draws conclusions and outlines policy recommendations.

# 2. Austria's platform economy ecosystem

## 2.1 Legal context for platform workers in Austria

Austria does not currently have specific legislation regulating work through digital labour platforms (De Groen, Kilhoffer, Lenaerts, & Felten, 2018). The idea of such a law was discussed in the late 2010s, centred on a rebuttable legal presumption of employment – a rule that assumes a worker is employed by a platform under certain conditions, unless the platform can prove otherwise. In addition, researchers associated with the Chamber of Labour proposed new transparency provisions to inform platform workers about how personal ratings are calculated, which can influence the allocation of orders (Gruber-Risak, Warter, & Berger, 2020). The national debate, however, did not result in concrete actions as the ruling Social Democratic Party (SPÖ), which had indicated openness toward such a law, lost the federal election in 2017 and was replaced by a coalition between the conservative Austrian People's Party (ÖVP) and the right-wing Freedom Party (FPÖ), which did not follow up on the matter. It seems reasonable to assume that the subsequent elected Austrian governments awaited the outcome of the negotiations regarding the European Union directive on platform work,[2] which also centred on a rebuttable employment assumption.

In the absence of such a specific framework, platform work in Austria takes various forms (De Groen, Kilhoffer, Lenaerts, & Felten, 2018). Platform workers in food delivery predominantly work directly with a platform, either as regular employees or hired on free service contracts (*Freier Dienstvertrag*) (Geyer, Vandaele, & Prinz, 2023). There is no legal definition of what constitutes a free service contract; however, according to jurisprudence, such a contract exists if a person agrees to make their labour available to another person or a company for remuneration over an indefinite period and without entering a relationship of personal dependence.[3] Free service providers (*freie Dienstnehmer*) do not fall within the scope of working time or annual leave laws, which means there is no legal limit to their daily and weekly work hours. Employees and free service providers are covered by health, old age, and invalidity insurance (Fairwork, 2022). Employees are paid a fixed salary for a set number of monthly working hours and are entitled to holiday pay and paid sick leave. In addition, they have the right to collectively bargain at the industry level and the right to elect and be represented by a works council at the company level (see also Chapter 3 below). Free service providers, in contrast, have no fixed working hours and are paid per delivery. They are also not covered by collective agreements negotiated at the industry or company levels (Geyer, Vandaele, & Prinz, 2023).

Platform work in the ride-hailing industry previously operated under the relatively lax trade regulations of the 'rental car business' (*Mietwagengewerbe*). Under these regulations, Uber and Bolt were free to set prices and, thereby, undercut prices in the regular taxi industry where fare prices in most large cities, including Vienna, Graz, and Salzburg, are set by local ordinances (Geyer, Prinz, & Bilitza, 2024). A reform of the occasional transport act (*Gelegenheitsverkehrsgesetz – GelverK*), which came into force on 1 January 2021, merged the two industries and placed them under a unified regulatory

2 Directive (EU) 2024/2831 of the European Parliament and of the Council of 23 October 2024 on improving working conditions in platform work

3 https://www.wko.at/einstellen/freier-dienstvertrag-arbeitsrechtlich#heading_Arbeitsrechtliche_Anspr_che

framework with the aim of establishing a 'level-playing field' (Eurofound, 2022). Under the new regime, ride-hailing platforms like Uber and Bolt can only work with drivers who have a taxi licence. To obtain such a licence, drivers must take classes and pass an examination, including a test of basic proficiency in German. Moreover, the companies must comply with the same price regulations that apply to taxi companies.

## 2.2 Platforms and workers on delivery and ride-hailing platforms

Over the years, a handful of studies have attempted to measure the Austrian platform workforce (European Commission, 2016; European Commission, 2018; Huws, Spencer, Neil, & Coates, 2019). A survey by the European Trade Union Institute (ETUI) of working adults in 14 EU countries, conducted in the spring of 2021, provides some of the most recent and comparable data on the demographics of the platform sector in Austria (Piasna, Zwysen, & Drahokoupil, 2022). The survey results show that in the spring of 2021, 0.7% of respondents in Austria were engaged in delivery platform work, 0.5% in transport platform work, and an additional 0.2% were engaged in both types of platform-mediated activities. It is important to note, however, that the platform industry is constantly evolving, and that the ETUI survey was conducted during the COVID-19 pandemic, which had a significant impact on both industries as demand for food delivery increased (Fairwork, 2022) and demand for ride-hailing plummeted (WKO, 2024). Thus, those numbers must be regarded as a low-confidence estimate of the true current extent of platform work in Austria.

When it comes to the gender and citizenship of platform workers in Austria, the data paints a clear picture: an overwhelming majority of both food delivery riders and Uber and Bolt drivers are men, and first- and second-generation migrants are overrepresented (Geyer & Prinz, 2022; Geyer, Prinz, & Bilitza, 2024; Piasna, Zwysen, & Drahokoupil, 2022). In terms of age, food delivery riders tend to be younger, with a median age around 30 years (Geyer & Prinz, 2022). There is no information available on the age of Uber and Bolt drivers; however, data on the age of employed taxi drivers can be used as a proxy. This data suggests that taxi drivers are on average older than bicycle couriers, with the median age being around 50 years.[4]

With regard to companies, the platform sector in Austria is dominated by large non-Austrian multinationals (Fairwork, 2022). Three big delivery platforms are currently operating in Austria: Foodora, Lieferando, and Wolt, alongside some smaller regional platforms like Velofood[5] in Graz. Foodora's presence in Austria has its origins in a local Vienna start-up, Mjam, which was founded in 2008, and a German start-up, Foodora, which entered the Austrian market in 2015. Both Mjam and Foodora were acquired by Delivery Hero, and in 2019, Delivery Hero merged Foodora's Austria operations into Mjam (ORF, 2019). In 2023, Delivery Hero standardized its branding across Europe by rebranding Mjam as Foodora. As of 2024, according to Delivery Hero's website, Foodora operates in Sweden, Hungary, Denmark, Austria, Norway, Finland, and Czechia. Meanwhile, Delivery Hero delivery brands also operate in an additional 89 countries.[6] In the spring of 2023, the Austrian newspaper Der Standard reported that Foodora had a workforce of 2,500 couriers, with about 90% of the workforce operating as free service providers and the remainder employed on regular contracts (Kainrath, 2023).

4 Own calculation based on data on employees in the Austrian taxi industry retrieved from (Arbeitsmarktinformationssystem (amis))

5 https://velofood.at/

6 https://www.deliveryhero.com/brands-countries/

Throughout Austria's platform delivery sector's brief history, Foodora's primary competitor has been, and perhaps continues to be, Lieferando. Lieferando began as a small German startup called Yourdelivery, established in 2009, and it entered the Austrian market in 2011 by acquiring the delivery platform Lieferservice.at, which had been founded in Vienna in 2008 (Griesser, et al., 2023; Kurier, 2011). In 2014, Lieferando was acquired by the Dutch delivery multinational Takeaway.com (Reuters, 2014), later renamed to Just Eat Takeaway. According to its website, as of June 2024, Just Eat Takeaway operates in 19 countries.[7] According to a 2024 report, Lieferando employs approximately 1,000 delivery riders in Austria (Lieferando, 2024, p. 51). Lieferando, in contrast to Foodora and Wolt, used to employ all its couriers on regular employment contracts (Geyer, Vandaele, & Prinz, 2023). However, in March 2025, the company announced that it would lay off all of its employed couriers and exclusively work with free service providers going forward (Kainrath, 2025).

Wolt is the most recent prominent addition to the Austrian platform delivery market. It was founded in 2014 in Finland and was acquired by American-based food delivery multi-national Doordash in 2022 (Financial Times, 2021). Wolt entered the Austrian market in 2023. As of May 2025, its parent, Doordash, has been operating in 25 countries.[8] Wolt only offers free service provider contracts to couriers; however, there is no publicly available data on its current workforce in Austria.

In the ride-hailing sector, Uber and Bolt (formerly Taxify) are the leading platform companies in Austria. Both companies operate in the country's biggest cities, namely Vienna, Graz, Salzburg, Linz (only Uber), as well as in a handful of smaller ones.[9] California-based Uber entered the Austrian market in 2014, while Bolt, founded in Estonia, entered the market in 2017 (Pernicka, 2019). Neither firm employs any drivers directly or works with free service providers. Instead, they rely on "fleet partners", i.e., Austrian passenger transport companies, which may consist of individual self-employed taxi operators or taxi companies that employ drivers as employees (Griesser, et al., 2023). As stated above, with the entry into force of the reformed Occasional Transport Act on 1 January 2021, Uber and Bolt are required to only work with licensed taxi drivers.[10] This likely led to a significant decrease in the number of Uber drivers in Austria from a pre-implementation high of 3 000 active drivers (Szigetvari, 2020). However, there is currently no data on the number of Uber or Bolt drivers in Austria, and it is unclear what the longer-term effect of the reform has been. In addition to Uber and Bolt, there are traditional radio dispatchers (*Funkzentralen*) who usually operate in a single city. Most radio dispatchers also use apps in addition to call centres (Geyer, Prinz, & Bilitza, 2024). However, for the purpose of this project, we focus on Uber and Bolt.

7 https://www.justeattakeaway.com/our-markets

8 https://ir.doordash.com/overview/default.aspx

9 https://bolt.eu/de-at/cities/ https://www.uber.com/global/de/r/austria/cities/?uclick_id=26f15922-8523-449d-a9f3-9fcdb4bdc49e

10 Referring to Uber and Bolt drivers in Austria as 'platform workers' is somewhat contested. Because platforms are limited to working with licensed taxi drivers—and these drivers are either self-employed or employed by fleet partners—those providing transportation services through online platforms are arguably less economically dependent on the platforms themselves. Employed drivers are paid by the taxi company they work for, not the platform, and are entitled to at least the monthly minimum wage set in the collective agreement for taxi drivers. Self-employed drivers can use ride-hailing platforms to receive orders. However, as licensed taxi drivers, they can also offer and market their services through other intermediaries, like radio dispatchers, as well as directly to customers through their own promotional materials, by waiting at taxi stands and by being hailed down on the street. For this reason, the unit responsible for taxi drivers within the Austrian Chamber of Commerce rejects the characterisation of taxi drivers working with online intermediaries as 'platform workers' (Interview WKO) – a term that can create the impression of precarity and economic dependency on the platform.

A study commissioned by the city of Vienna showed that 18–64-year-olds use Uber and Bolt as clients about as often as they use regular taxis (Saupe & Schörpf, 2021). This study likely overestimates the relative overall use of ride-hailing platforms, as younger people are more likely to use services provided through online platforms. In contrast, older, less technology-savvy individuals often prefer traditional methods of ordering a taxi, such as via telephone or at a taxi stop. Nevertheless, this result shows that ride-hailing platforms have established a strong presence, at least in the Austrian capital.

# 3. Austria's collective bargaining model: Actors and institutions

Austria has an industrial relations system characterised by institutionalised neo-corporatism, in which social partners have strong links with the political system and a sectoral level bargaining system with exceptionally high levels of coverage. In the following, we will first explain the organisations representing worker and employer interests respectively before outlining Austria's system of collective bargaining.

The information in this chapter is derived from multiple sources, including analyses of academic and grey literature, legal documents, mappings of relevant collective and company agreements, as well as insights from social partners and activists. Specifically, we conducted one focus group with representatives of the Riders Collective and (former) works council members at Foodora (FC activists) and an interview with a representative of the trade union vida (interview vida). On the employer side, interviews were conducted with representatives of the passenger transport group, which organises taxi drivers, the small company transport group and (bicycle) delivery services, and the lunch delivery company, Rita Bringt's, which competes with the food delivery platforms. The focus group and interviews were conducted between May 2024 and May 2025 (see Table 5 in the Appendix). Additional information was collected from academic and grey literature as well as newspaper articles.

## 3.1 Collective bargaining in Austria

### 3.1.1 The representation of worker and company interests

Worker representation in Austria rests on three pillars: the Austrian Trade Union Confederation (ÖGB) and its affiliates, the Chamber of Labour, and the works councils (Glassner & Hofmann, 2023). The ÖGB is a unified umbrella organisation of the Austrian trade unions. It operates as an autonomous organisation in terms of budget and personnel, and it has the power to authorise strikes by the affiliated unions. As an umbrella organisation, it incorporates seven affiliated sectoral/industry unions, namely:

- the GPA Union (*GPA, Gewerkschaft GPA*), which is the largest union, organises (mostly) private sector employees from all industries, journalists and all workers and employees in the graphical industry[11],
- the Union of Public Services (*GÖD, Gewerkschaft Öffentlicher Dienst*), which organises civil servants and employees in the public administration, health care, education, and other professions at the federal and state (or provincial) levels[12],

11 https://www.gpa.at/

12 https://www.goed.at/

- the Union of Production Workers (*PRO-GE, Die Produktionsgewerkschaft*), which organises mainly blue-collar workers from manufacturing industries[13],
- Younion (*Die Daseinsgewerkschaft*), which organises public sector workers from districts and municipalities, workers in arts, media, sports and the free professions[14],
- Vida (*Gewerkschaft vida*), which organises mostly blue-collar workers in private services and transport[15],
- the GBH (*Gewerkschaft Bau– Holz*) union, which organises construction and woodworkers[16],
- the GPF (*Gewerkschaft der Post- und Fernmeldebediensteten*), which organises postal and telecommunication workers.[17]

The affiliated unions are integrated in the decision-making structures of the ÖGB, and they also enjoy autonomy regarding their membership and financial matters, such as membership fees. Trade union membership is voluntary. Union density has been declining from a peak in the 1980s to approximately 26% in 2020 (Glassner & Hofmann, 2023). The trade unions are allowed to negotiate collective agreements under the Austrian Labour Constitution Act of 1974 (*Arbeitsverassungsgesetz – ArbVG*), the principal law governing labour relations in Austria (§ 4 ArbVG).

The Chamber of Labour (*Arbeiterkammer* – AK) is a statutory membership organisation that represents the second pillar. By law, all employees working in Austria are members, including free service providers.[18] The membership fee is collected automatically with workers' social insurance contributions. The Chamber of Labour, together with the trade unions, represents the interests of workers in the political sphere and policymaking. Furthermore, it provides free legal advice to its members on matters of employment law. In contrast to the trade unions, the Chamber of Labour is not permitted to engage in collective bargaining. However, it does support unions in the bargaining process by providing data on economic developments (Glassner & Hofmann, 2023)

The third pillar consists of works councils (*Betriebsrat*) at the company level. The Labour Constitution Act grants workers in workplaces with more than five employees the right to elect a works council (§40 (1) ArbVG). Works councils represent workers' interests vis-à-vis the company's management and, to this end, can negotiate company-level agreements (*Betriebsvereinbarungen*).

On the employer side, the principal organisations are the Austrian Federal Economic Chamber (*Wirtschaftskammer Österreich,* WKO)[19] and the Chamber of Agriculture (*Landwirtschaftskammer*, LK)[20]. Membership in the WKO is mandatory for all self-employed and private sector companies except for entrepreneurs and businesses in agriculture, the liberal professions, and the non-trading public sector (Glassner & Hofmann, 2023). WKO membership among private sector companies thus remains at almost 100%. Historically, the agricultural industry is represented by its own chamber. Unlike the Chamber of Labour, the Chamber of Commerce engages in collective bargaining in addition to its role of representing employers' interests in the policy-making process.

13 https://www.proge.at/

14 https://www.younion.at/

15 https://www.vida.at/

16 https://www.bau-holz.at/

17 https://www.gpf.at/

18 Arbeiterkammergesetz 1992 – AKG. § 10, (1); §10, (1) 7

19 https://www.wko.at/

20 https://ooe.lko.at/

### 3.1.2 Collective bargaining

As alluded to earlier, social dialogue and collective bargaining in Austria are bipartite, with WKO and ÖGB affiliates negotiating collective bargaining agreements. The Federal Arbitration Board confers the right to conclude collective agreements upon the condition that the organisation is able to guarantee extensive occupational and territorial coverage, which de facto rules out the possibility of company-level bargaining (Astleithner & Flecker, 2018). Because collective bargaining agreements are extended to cover all workers in a particular sector regardless of their union membership status, collective bargaining coverage remains high at 98% (Glassner & Hofmann, 2023).

Collective agreements are negotiated by the sectoral unions, although formally, it is ÖGB that signs the agreements (Glassner & Hofmann, 2023). Since ÖGB encompasses virtually all unions in Austria, there is no inter-union competition. Collective agreements are usually negotiated annually according to the "Benya-formula", which foresees that wage increases should offset inflation in the previous years and reflect productivity increases over the longer term. Negotiations traditionally start in September in the metal industry, which sets a benchmark for the other sectors. Once an agreement is reached, other industries follow suit with their negotiations (Allinger, 2023). Content-wise, collective bargaining at the sectoral level is mainly concerned with issues such as remuneration and working time that can be regulated for all companies within the same industry. Data protection or other rules regulating the collection and use of worker data by companies are usually not included in collective agreements.

Overall, the Austrian collective bargaining system is fairly stable in contrast to many other countries where the collective bargaining coverage has declined over the last decades. This has been attributed to the statutory membership of the Austrian Chamber of Commerce (WKÖ) and the Austrian Chamber of Labour (AK) (Astleithner & Flecker, 2018).

In addition to collective bargaining at the industry level, works councils can negotiate legally binding company-level agreements and regulate issues specific to the company or workplace (Allinger, Austria: Industrial relations profile, 2011). Specifically, works councils have the power to negotiate company-level agreements related to the monitoring of workers and the automatised collection of worker data. These rights are of particular importance to this report and therefore deserve to be described in detail. Company-level agreements cannot limit or revoke provisions of collective agreements, but they can go beyond such agreements if they are more beneficial to workers (§ 3 (1) ArbVG).

### 3.1.3 Works council rights related to data protection

Paragraphs § 91, § 96 and § 96a of the Labour Constitution Act grant works councils, under certain conditions, veto power over employers' collection and use of data about workers.

Paragraph §91 grants the works councils the right to receive specific types of information from the company. The paragraph's first sentence serves as a general provision obliging the employer to "*the works council with information on all matters affecting the economic, social, health or cultural interests of the employees of the company*". In response to the increasing use of information technology, the works council's right to information was extended and specified with a reform of the ArbVG in 1986 which introduced a new provision in § 91 (2) requiring the employer to provide the works council with information regarding which personal worker data the company collects through automated means as well as information on how the employer intends to process and transmit this data. Furthermore, the works council must be given the opportunity to review the basis for processing and transmission upon request.

Paragraph § 96 states that employers require the works council's consent for "the introduction of control measures and technical systems to monitor employees, insofar as these measures (systems) affect *human dignity*" (ArbVG § 96 (1) 3 *emphasis added*). Generally, it can be expected that human dignity is affected if a control measure creates the feeling of a "permanent potential surveillance" among workers (Felten & Preiss, § 96, 2020, p. 206). This provision is relevant for platform work in the food delivery and ride-hailing industries because GPS data is used by platforms in both industries to locate and track workers, and because such GPS tracking is viewed in most cases by legal commentators as a control measure affecting human dignity (Felten & Preiss, § 96, 2020, p. 213). From this perspective, companies should only be legally allowed to track employees after they have received the written approval of their works council in the form of a company agreement.[21] However, jurisprudence by Austrian courts also considers the legitimate interests of the employer in assessing whether the workers' human dignity is affected. When a company's business model requires a high degree of supervision, for example, a bank requiring video surveillance, more intrusive measures can be justified without the works council's approval (Felten & Preiss, § 96, 2020, p. 206). Whether the monitoring of employees through GPS tracking by food delivery or ride-hailing platforms affects their human dignity and, thus, requires the approval of the works council comes down to weighing the employers' interest in monitoring their workforce against employees' personal and privacy rights (see also Auer-Mayer, 2020). To date, there is no definitive answer to this question, as it has not been tested in court.

Paragraph § 96a was introduced together with § 91(2) with a view to strengthening works councils' rights in the context of the increasing use of information technology (Felten & Preiss, § 96a, 2020). It states that the works council's consent is required for:

- "the introduction of systems for the *automated determination, processing and transmission of employees' personal data* that *go beyond the determination of general personal details and professional requirements*. Consent is *not* required if the actual or intended use of this data *does not go beyond the fulfilment of obligations arising from the law, collective bargaining standards or employment contracts*" (§ 96a (1) 1, ArbVG, *emphasis added*)
- "the introduction of systems for the assessment of employees in the company, insofar as these are used to collect data that is not justified by the operational use." (ArbVG 96 (1) 2)

The first paragraph requires the works council's consent in the form of a company agreement for the automated collection of employees' personal data, except in specific cases: namely, data on personals details and professional requirements like name, address, date of birth or certified qualifications as well as information the employer is legally required to collect and process like working time and tax records (Felten & Preiss, § 96a, 2020, pp. 239-241). The second paragraph also requires a company agreement for the introduction of employee assessment systems.

In contrast to the measures listed under § 96, which always require the works council's consent (*zustimmungspflichtige Maßnahmen),* the works council's consent to the introduction of measures laid down in § 96a can be replaced by the ruling of an arbitration body (*ersetzbare Zustimmung*). This means that in the event that no agreement is reached, both parties – the employer and the works council – can call upon an arbitration board consisting of a professional judge and two representatives of each party. The board's decision supersedes the need for a company agreement.

21 In companies without a works council, the employer needs the written of every single employee (Felten & Preiss, § 96, 2020, p. 221).

Measures listed under §96 (1) 3 and § 96a (1) that were introduced without consent are illegal, and works councils and individual workers can sue the company to stop them (*Unterlassungsanspruch*) (Felten & Preiss, § 96, 2020, p. 187; Felten & Preiss, § 96a, 2020, p. 234). This means that a works council could, for example, sue a food delivery platform to stop the collection of GPS data if the council has not consented to its use.

The intended purpose of the provisions under §96 and §96a was to strengthen the negotiating position of works councils vis-à-vis employers (Felten & Preiss, § 96, 2020; Felten & Preiss, § 96a, 2020). However, while the wording of the law suggests that works councils and workers in Austria enjoy strong powers and protections against the unauthorised use of their personal data, the extent to which works councils in Austria-based platform companies can exercise these powers is limited in practice, as will be shown in section 3.3.1 below. Furthermore, it is important to emphasise that those protections *only* cover employees. Self-employed and free-service providers are excluded from both industry-level and company-level agreements. In this regard, free service providers deserve particular attention.

### 3.1.4 Free-service providers

Free-service providers account for most food delivery riders and occupy a middle-ground status between being employees and self-employed in the Austrian system. Unlike self-employed, free-service providers are considered employees by the Law on the Chamber of Labour (§ 10 (1) 7 AKG).[22] This means they pay contributions to the Chamber of Labour and can use its legal services. In contrast, they are *not* considered employees under § 36 of the Labour Constitution Act. Free-service providers can, and sometimes do, join trade unions (Geyer, Vandaele, & Prinz, 2023) but their exclusion from the principal law governing collective bargaining in Austria means that they are not covered by collective agreements or company-level agreements. Furthermore, free-service providers are not allowed to stand or vote in works council elections and the elected works council has no legal right to represent their interests.

Whether free-service providers could legally join forces and collectively negotiate their own agreements on pay and working conditions with platforms is an open question. Until 2022, any such attempt seemed to conflict with EU competition law (Schlachter, 2019), but the publication of new application guidelines by the European Commission in September 2022 permitting solo-self-employed to engage in collective negotiations with platforms under certain conditions (European Commission, 2022) may have open a door to do so. Until today, however, this proposition has not been tested. As it stands, free-service providers remain largely excluded from the Austrian collective bargaining system.

22 Bundesgesetz vom 13.11.1991 über die Kammern für Arbeiter und Angestellte und die Bundeskammer für Arbeiter und Angestellte – AKG.

## 3.2 Collective bargaining in the platform economy: Actors' strategies and models of collective bargaining in the country

After describing the Austrian collective bargaining system in general, we will describe the actors representing the interests of platform workers and companies before outlining their strategies for negotiating, or avoiding negotiating, collective agreements.

### 3.2.1 Actors representing the interests of platform workers

The Austrian trade unions strongly support the country's system of social dialogue and collective agreements and aim for universal coverage of all employees by CBAs. Collective bargaining, according to the ÖGB, should be the primary tool of wage policy (ÖGB, 2023, pp. 109-111).

ÖGB and the Chamber of Labour are sceptical of the use of free-service providers and solo-self-employed by platform companies and critical of their exclusion from collective agreements, labour laws and workplace representation. The ÖGB's current work programme (2023-2028) explains that it does not oppose free-service provider contracts or solo-self-employment *per se*, but that such arrangements should be limited to economically independent entrepreneurs, i.e. individuals who enjoy "entrepreneurial freedoms" such as the liberty to set the price for their services. All others should be covered by labour law protections and must not be paid less than the rates set in the collective agreements for regular employees providing similar services (ÖGB, 2023, p. 121). Regarding platform work, the ÖGB argues that it should generally be assumed that the relationship between individuals working through platforms and the platform provider is an employment relationship with all the rights such a relationship entails (ÖGB, 2023, p. 131).

As specific demands, the ÖGB calls for a legal clarification of options of how *employee-like* free service providers can be integrated into collective agreements and the extension of working time laws (*Arbeitszeitgesetzes* (AZG) and *Arbeitsruhegesetzes* (ARG)) to this group. The ÖGB supports the introduction of a reputable assumption of an employment relationship as included in the Platform Work Directive[23] in cases where the contractual relationship is unclear, and calls for increased efforts to fight legal constructions to circumvent labour protections and bogus self-employment (ÖGB, 2023, p. 112; 120). Regarding work place representation, a 2020 paper on platform work by the Chamber of Labour calls for changes to the Labour Constitution Act to expand active and passive suffrage in works council elections to all platform workers, including free-service providers (Gruber-Risak, Warter, & Berger, 2020).

The collection of worker data and the use of algorithmic management is viewed sceptically by the ÖGB. To ensure the safeguarding of workers' rights, the union confederation calls for transparency regarding any systems collecting and using worker data, and for the strengthening of employees' co-determination rights. Specifically, it calls for comprehensive participation, co-determination and veto rights of the works council regarding the use and control of AI (ÖGB, 2023, pp. 149-151).

**Food delivery**

There are several cooperating actors representing the interests of food delivery riders in Austria. In 2017, riders at Foodora elected a works council representing the company's employees. In 2019, riders at Lieferando followed suit and elected their workplace representatives (Geyer, Vandaele, & Prinz, 2023). With active support by the trade union vida, which covers the road-transport sector,

23 Directive (EU) 2024/2831 of the European Parliament and of the Council of 23 October 2024 on improving working conditions in platform work.

representatives of the two companies' works councils negotiated the first collective agreement for bicycle couriers in 2019, which came into force in 2020 (FC trade unions; Geyer, Vandaele, & Prinz, 2023).

Riders' interests are also promoted by a group of activists called the "Riders Collective" which is financially and organisationally supported by the ÖGB, the trade union vida, and the Chamber of Labour Vienna (Geyer, Vandaele, & Prinz, 2023). The group was formed around 2021 and lacks a clear membership structure. Rather, it consists of a core group of activists, some of whom are current or former works council representatives at Lieferando or Foodora, joined by other riders on an ad hoc basis. The group views itself as an "initiative that works between riders and the union and tries to get riders to know their rights and build solidarity between riders, no matter which delivery company they work for".[24] The group tries to organise riders, for example, to participate in protests for better wages to increase pressure on employers during collective bargaining, to improve the situation of free-service providers or against dismissals. The group operates a website (https://www.riderscollective.at/) and social media accounts providing information on riders' rights and the group's activities. Importantly, the collective has a room, the Riders Collective Space, where riders can use the bathroom, get free tea or coffee, and where social and cultural events organised by the group, such as get-togethers or movie screenings, take place. Lastly, representatives of the Riders Collective lobby policymakers on behalf of their members and participate in research activities like the GDPoweR project by establishing contacts with riders and supporting data collection efforts (see Chapters 4 and 5).

**Ride-hailing**

The representation of individuals driving for ride-hailing platforms is more complex because this group consists of self-employed taxi drivers and drivers employed by taxi companies cooperating with the platforms (fleet partners). Employed taxi drivers, like all employees, are statutory members of the Chamber of Labour and can join trade unions. The union responsible for the taxi industry is *vida*, the same as for food delivery riders. Union membership among taxi drivers, however, is exceptionally low by Austrian standards. As of 2023, vida counted only 126 drivers among its members, which equates to a unionisation rate among employed taxi drivers of around 1% - significantly less than the average union density of 26,3% (Geyer, Prinz, & Bilitza, 2024).

Self-employed drivers are statutory members of the Chamber of Commerce and organised in the group passenger car transportation industry (*Fachgruppe Personenbeförderungsgewerbe mit Personenkraftwagen*) within the division of transportation and logistics (*Sparte Transport und Logistic*). Members vote every five years to elect their representatives within the chamber. In addition, there are several more-or-less formal groups and networks in which drivers in Vienna organise, especially within the Turkish-speaking community, which accounts for a large share of taxi drivers in the Austrian capital. For example, there are several Facebook groups - *TAXI Gruppe Wien*, *Taxi in Wien*, *Taxi Community Wien*, *UBER – BOLT – TAXI Fahrer und Nutzer Österreich* – in which drivers exchange information and opinions, share car and job offers, and organise activities. An example of a more formal group is the *Wienertaxi Gemeinschaft,* an association of Viennese taxi drivers of mostly Turkish origin.[25] Lastly, the trade union vida offers a specialised membership called vida*flex* to single self-employed individuals and small businesses with up to four employees. Vida*flex* is part of a wider strategy by the Austrian trade unions to fight a decline in membership by deliberately

24 https://www.riderscollective.at/

25 https://www.wienertaxi-gemeinschaft.at/

targeting new groups, including dependent self-employed individuals, initiated in the early 2000s (Pernicka, 2006).

The various groups representing employed and self-employed taxi drivers sometimes work towards common goals. For example, trade unions and the Chamber of Commerce advocated for a reform of the Occasional Transport Act to establish a regulatory level playing field between ride-hailing platforms and other taxi operators (see section 3.2.3). Furthermore, there is some overlap between self-employed drivers active in the Turkish community and/or Facebook groups and elected officials within the Chamber of Commerce. For example, the list W.U.T. (Viennese Independent Taxi Companies), which consists mostly of individuals of Turkish origin, won the most votes in the 2025 Chamber of Commerce election in Vienna.[26] However, unlike in the food delivery industry, where AK and ÖGB provide financial and other support to the riders' collective, cooperation between the taxi groups appears to be mostly ad hoc and not formalised.

### 3.2.2 Actors representing the interests of platform companies

As mentioned above, nearly all private sector companies are statutory members of Chambers of Commerce (*Wirtschaftskammern*), which are official Austrian business representations and, in most cases, represent the employer side in collective agreement negotiations. [27] Each of Austria's federal states has its own Chamber of Commerce, and there is the umbrella Chamber of Commerce Austria (*Wirtschaftskammer Österreich – WKO*), located in Vienna. The Chambers are organised into seven sectors, [28] which are further broken down into different professional groups. Collective agreements are negotiated by representatives of each professional group and are binding for all companies within that group (§ 8 ArbVG). Group membership depends on the company's business licence(s). A company can simultaneously be a member of more than one group.

Taxi companies and self-employed taxi drivers are members of the group transport industry with passenger cars[29] while ride-hailing platforms Uber and Bolt are organised in the group driving schools and general traffic (Interview WKO I).[30] The latter organises all companies in the transport industry that do not belong to any of the seven other professional groups. The membership of the food delivery platforms differs. Lieferando[31] and Foodora[32] have business licences, among others, for bike delivery services and are therefore members of the small transport companies group and bicycle courier services. A representative of Lieferando was involved in the group's team negotiating the collective agreement for bicycle couriers (Interview WKO II). Wolt, in contrast, was not because it has no licences to provide delivery services. Instead, the company operates under two licences, one for commercial trade and one to provide automatic data processing and information technology services.[33]

26 https://listewut.at/

27 Exceptions include agreements in the 'free professions' like medical doctors and pharmacies which have their own chambers negotiating on their behalf.

28 Trade and crafts, Industry, Commerce, Banking and insurance, Transport and traffic, Tourism and leisure industry, Information and consulting

29 *Fachverband für die Beförderungsgewerbe mit Personenkraftwagen* https://www.wko.at/wien/transport-verkehr/befoerderungsgewerbe-personenkraftwagen/start

30 *Fachverband der Fahrschulen und Allgemeiner Verkehr*

31 Interview WKO II

32 https://firmen.wko.at/foodora-austria-gmbh-foodora/wien/?firmaid=5d8f87b5-a344-47f0-ae7b-003335d20ca3

33 GISA information on the Wolt Austra GmbH, Firmenbuchnummer 596406v

In contrast to the trade unions, the WKO does not have the stated goal of negotiating collective agreements for all industries. However, the head of a professional group may initiate negotiations with the unions if the companies organised in that group wish to have an agreement (Interview WKO I). The WKO also does not have an official position on free service provider contracts.

While there are other groups with voluntary membership lobbying for the interests of specific industries in Austria, like the Federation of Austrian Industries,[34] no employer groups have emerged so far that specifically represent platform companies.

### 3.2.3 Actors' Strategies

In the following section, we describe the strategies and tactics employed by the aforementioned actors in the negotiation of collective and company-level agreements.

**Food delivery**

As described above, food delivery riders at Foodora (Mjam) and Lieferando organised and elected works councils at both companies in 2017 and 2019, respectively. In 2019, the riders negotiated a collective agreement for bicycle couriers, which came into force in 2020. The initiative to do so, however, came not from the elected works council representatives, but from the trade union vida, with support from some food delivery and bicycle courier companies, including *Rita bringt's* (FC activists, Interview Rita), an organic food and catering company that delivers lunches and snacks in Vienna and is a direct competitor of Foodora, Lieferando and Wolt. *Rita bringt*'s workers are regular employees who are covered by the collective agreement in the gastronomy sector. As the company's CEO explained in an interview, they supported (and still support) the negotiation of a collective agreement for delivery couriers to create fair employment conditions for riders and fair competition with delivery companies (Interview Rita). Against this backdrop, a meeting among bicycle courier companies, including Veloce[35], Heavy Pedals[36] and Spinning Circle,[37] and the Foodora works council was organised at *Rita bringt's* office[38] to discuss employment models in the industry and a possible collective agreement for bicycle couriers. The meeting resulted in a series of follow-up discussions between this group and the trade union Vida (Interview with Rita). Vida continued to pursue negotiations and ultimately reached an agreement with the employer side, despite one of the activists involved in the discussions losing hope of any resolution (FC activists).

In discussions about negotiations with employers, participants from the focus group described various tactics to achieve their objectives and exert pressure. These included consensus-oriented negotiations, strikes, media outreach, protests, legal actions, and efforts to pursue legislative changes. Among these approaches, the activists emphasised the importance of a consensus-oriented strategy, suggesting that one effective method is to "go for lunch with them [the employers and their representatives]." The other described tactics were more confrontational. Strikes are a central tool of unions in collective negotiations, which Austrian riders resort to occasionally. For example, riders temporarily stopped working in June 2024 during the time when the Austrian football

34 Industriellenvereinigung https://www.iv.at/index.html

35 https://veloce.at/

36 https://heavypedals.at/botinnendienst/

37 https://www.spinning-circle.at/

38 While organised at their office, the company's CEO did not recall who had the idea for the meeting (Interview Rita).

team was playing in the Euro Cup.[39] This action took place in the context of the so far unsuccessful attempt to achieve a wage increase and extend the collective agreement in place since January 2023. Another action described as quite successful by a focus group participant was a GPS strike conducted by Mjam (Foodora riders), where riders turned their GPS signal off for 15 minutes during their shifts. Similarly, protests by riders sometimes helped raise the public profile of riders' concerns and forced companies to engage with them.

Media outreach is a tactic that all participants were familiar with, but their opinions on its effectiveness varied. The advantage of raising awareness about workers' concerns in the press is its relative expedience, or as one participant put it, "media works faster than the courts" (FC activists). Moreover, there was some agreement among the focus group participants that media coverage helps to raise awareness of the situation of riders in general. One participant argued that, due to media coverage, the public knows that riders' working conditions are bad and precarious. However, media outreach can also be unpredictable, and journalists often get things wrong. As one participant explained:

> "*[Working] with the media is also tricky because you never know what they'll really write. They often get things wrong. For example, [they wrote] which batch you determine how many orders or which orders you get. This is just wrong. Or that freelancers have no insurance whatsoever. That's not correct.*
>
> *People […] don't really get what is going on, why the riders are unhappy. We have seen this in October 2022 when the FDs were protesting. I think it was the Bezirksblatt and other media – of course, they copied from each other – and nobody knew why the riders were protesting because one journalist interviewed the only Austrian who was in the crowd, who was an ED [regular employee]! He has totally different interests! But the media wrote about what he said, and he talked more about his individual problems.*" (FC Activists)

The participants also explained that the effectiveness of media outreach is limited to more straightforward topics that the public cares about, like the overall pay and working conditions of food delivery riders. More complex and narrow matters, like the negotiation of a company agreement on the use of workers' data, on the other hand, are too detailed for the public to be interested in. Lastly, some participants argued that media outreach and reporting errors can seriously undermine relationships between the works council and a company's management. As one person explained:

> "*[Media outreach] works semi-well. It really disturbs the relationship between the works council and the employer. It does not promote good cooperation. […] The public often gets a worse picture than it is. This is then what worsens the cooperation between the works council and [the management]*". (FC Activists)

Another participant explained that the public can get the impression from media coverage that the workers' conditions are equally bad across all companies, even though Lieferando, in their view, behaved better than the others. In their words:

> "*One thing that came up in discussions or talks I had with people is that they're mixing up what [redacted] now said, the people are aware of bad working conditions and FDs [free service providers] and so on, but think now every company is like this. I was watching*

39 https://www.derstandard.at/story/3000000224408/fahrradboten-kv-streiks-w228hrend-214sterreich-em-spielen-geplant

*[people about to order from Foodora] and I was like, don't do it! And they responded, 'Why? Everyone is shit, aren't they?' So that's the thing that Lieferando also gets all [all the blowback] even though at least they try.*" (FC Activists)

Other participants did not deny that (erroneous) media coverage can worsen the relationship with a company, but argued that media outreach is usually used only when negotiations and other less confrontational measures have been unsuccessful.

Legislative changes were described as a possible goal, but one that is very difficult to achieve. The European Platform Work Directive was mentioned as a possible achievement, although the version adopted fell short of what the focus group participants had hoped for. Nevertheless, the labour organisations, Chamber of Labour and the ÖGB, are lobbying for an 'ambitious' transposition of the Directive in Austria. In a recent blog, they argued that Lieferando's move to exchange employees for freelancers shows the necessity and urgency of implementing the Directive, which should, inter alia include, a reform of the Labour Constitution Act to expand the coverage of collective agreements, company agreements, and works council representation to free service providers (Baumgartner & Walasinski, 2025).

Lastly, while an effort was made here to describe the tactics individually, in practice they are usually combined to achieve activists' goals. For example, protests and strikes are combined with media outreach to achieve maximum impact.

On the company side, two principal strategies with regard to collective agreements are visible: hire riders on regular employment contracts and work within Austria's regular collective bargaining system or side-step the system by working with free service providers. Lieferando, for the most part, appears to have opted for the first strategy: the company employed all its riders on regular contracts, which means they were covered by the collective agreement, had the right to elect and be represented by a works council. This does not mean Lieferando always welcomed all types of worker activism. Lieferando contested the election of its first works council in Austria, which meant that it had to be repeated (Interview vida). Nevertheless, the company generally worked within the country's industrial relations system and was perceived by trade unions and workers' representatives as a comparatively 'good' actor (Interview vida).

The reasons for the company's shift to the free-service provider model are a matter of discussion. Lieferando has in the past repeatedly stressed the unfair competition from companies using free-service providers in negotiations with the trade unions and its works council (Interview vida), as well as in media statements. For example, during the latest round of negotiations in 2024, Lieferando demanded changes to ensure fair competition before further wage increases could be considered. In statements reported by the online medium MeinBezirk.at, a spokesperson for Lieferando described its position and opposition to further wage increases demanded by striking riders as follows:

> *"Lieferando already pays particularly high wages and offers secure permanent employment under a collective agreement with significantly higher personnel costs than the freelance models commonly used in the industry*." Further wage increases would "*unilaterally affect companies with a collective agreement*" and, thereby, exacerbate the competitive advantage of those who do not offer regular employment. Therefore, what is needed first is "*fair competitive conditions through comparable employment models for comparable work at comparable providers*" (Reiterits, 2024).

At the same time, there are rumours that the shift may be related to the planned acquisition of Lieferando's parent company Just Eat Takeaway.com by the technology investor Prosus.[40] Whatever the case, the decision to work only with free-service providers signifies the company's exit from the industrial relations system and the adoption of a strategy that has always been pursued by Wolt, for example. Foodora can be seen as occupying a middle ground with its hybrid model, combining a small number of regular employees represented by a works council with a much larger freelance workforce.

From the perspective of the Chamber of Commerce's group representing bicycle delivery companies, the collective agreement for bicycle couriers only came about due to intense pressure from vida. Furthermore, the agreement was viewed as problematic because it applied to companies that had very different economic realities: subsidiaries of multinational companies like Lieferando, which could afford (significant) pay raises, and small Austrian companies, which could not (Interview WKO II).

**Ride-hailing**

The principal struggle in the Austrian taxi industry was not regarding collective or company-level agreements nor was it between workers and employers. As described above, those agreements do not apply to ride-hailing platforms because they have no direct employment relationships with the drivers. Instead, the defining conflict in the sector was between the traditional taxi business dominated by self-employed and small companies and the ride-hailing platforms Uber and Bolt, which, as described above, operated in the rental car business (*Mietwagengewerbe*) instead of the more highly regulated taxi industry. This, as the taxi drivers argued, provided the platforms with an unfair competitive advantage because, among other regulatory requirements, taxis must charge fares according to local ordinances called 'taxi tariffs' while Uber and Bolt were free to offer lower prices (Rohde, 2018; WKO, 2019). *Vida* and the Chamber of Labour were critical about the uneven regulations for the two industries and feared that it resulted in lower wages for drivers. The merging of the taxi and rental car industries in 2021 by the Occasional Transport Act (*Gelegenheitsverkehrsgesetz*) reform, which placed both industries under the same regulatory framework, was thus welcomed by employers and labour organisations alike (ÖGB, 2019; Arbeiterkammer Wien, 2020; WKO, 2019).

Taxi companies' central demand was "always that the legislator create the same conditions for all transportation providers" (WKO, 2020). In contrast, Uber and Bolt's strategy to operate in the rental car business can be viewed as an attempt to circumvent the rules governing the traditional taxi industry. The current situation appears to be acceptable to both the trade unions and the Chamber of Commerce, as representatives of neither group see a need for further major reforms (Interview WKO I, Interview vida).

## 3.3 Mapping of collective bargaining agreements in food delivery and ride-hailing platforms

In the following, we outline collective bargaining agreements covering workers in the food delivery and ride-hailing industries and any company-level agreements related to the collection and use of workers' personal data at any of the principal platform companies (Foodora, Lieferando, Wolt, Uber, Bolt) active in Austria.

40 https://www.handelsblatt.com/unternehmen/handel-konsumgueter/lieferando-mutter-milliardendeal-angekuendigt-prosus-will-just-eat-takeaway-uebernehmen/100109382.html

### 3.3.1 Food delivery

**Collective agreement at the industry level**

As mentioned above, there is a collective agreement for bicycle couriers (*Kollektivvertrag Fahrradboten*[41]), which came into force in 2020. The agreement was negotiated between representatives of the trade union vida and the Trade Association for the Austrian freight transportation industry (*Fachverband für das Güterbeförderungsgewerbe*)[42] within the Austrian Chamber of Commerce and regulates pay and working conditions such as hourly and monthly pay, reimbursements per kilometre travelled for couriers using their own means of transport, weekly working hours and the number of annual leave days (see Box 1). Matters concerning privacy, data protection or algorithmic management, in contrast, are not included.

In line with the provisions of the Labour Constitution Act, the agreement applies to all bicycle couriers with regular employment contracts. Free service providers, in contrast, are not covered. In practice, this means that the agreement used to apply to all riders working for Lieferando and to the limited number of employed riders at Foodora. Wolt riders are not covered because the company only works with free service providers. After Lieferando announced that it would only work with free service providers going forward, the agreement became effectively superfluous, as it now only covers a fraction of the workers at the main delivery platforms.[43]

**Box 1: Principal provisions of the sectoral agreement for food delivery riders**

All provisions refer to the agreement in effect since 1 January 2023.

**Working hours and breaks**

The regular weekly working time is 40 hours. The regular weekly working time can be increased in individual weeks to 48 hours if the average weekly working time in a period of 52 weeks does not exceed 40 hours. The maximum working time per day is 10 hours.

The daily break is 30 minutes. During the break, workers shall not receive any orders. Travel time from the last delivery does not count as a break.

**Overtime**

1. Overtime work exists if either the limits of the permitted normal weekly working hours or the normal daily working hours resulting from the distribution of the normal weekly working hours are exceeded.

2. Employees may only be required to work overtime if this is authorised in accordance with the provisions of the Working Hours Act and the employee's interests worthy of consideration do not conflict with the overtime work.

3. If regular working hours are exceeded at the employer's or their authorised representative's instructions, this shall be paid as overtime.

Overtime pay consists of the basic hourly wage and a supplement. The basic hourly wage is 1/40 of the gross weekly wage or 1/173 of the gross monthly wage.

**Night-time work**

If work is performed between 22:00 and 05:00, a surcharge of 100% is due, which is to be paid in cash unless otherwise agreed.

41 https://www.wko.at/kollektivvertrag/kollektivvertrag-fahrradboten-2023

42 The occupational groups are called *Fachgruppe* in the Chambers of Commerce of the Federal States and *Fachverband* in the Chamber of Commerce Austria.

43 Employees at some small delivery companies like Rita bringt's and Veloce are also covered by the agreement, but their number is very small compared to the number of riders working for Lieferando, Foodora and Wolt.

**Work on Sundays**

A supplement of 50 per cent of the normal hourly wage (actual normal wage) is due for food and beverage deliveries performed on a Sunday.

**Rest days**

a) All employees shall be granted an uninterrupted rest period of 11 hours after the end of the daily working time.

b) The employee is entitled to an uninterrupted rest period of 36 hours in each calendar week.

**Annual Leave**

The provisions of the Annual Leave Act (*Urlaubsgesetz*) apply to the employee's annual leave.

**Continued payment of wages in case of inability to work**

The provisions of the Continued Remuneration Act (*Entgeltfortzahlungsgesetz*) apply to the continued payment of wages in the event of absence from work due to illness (accident), industrial accident or occupational illness.

**Salary and allowances**

- Hourly wage: 10€
- Weekly wage: 400 €
- Monthly wage: 1730€

Employees who have been employed by the company for one year on 1 July receive a **holiday pay**, payable on 1 July. The allowance amounts to 100 per cent of a gross minimum monthly salary. In deviation from the calendar year, the holiday pay is due for the period from the last due date to 1 July.

Employees who have been employed by the company for one year on 1 December shall receive a **Christmas bonus**, payable on 1 December. The Christmas bonus shall amount to 100 per cent of a gross minimum monthly salary in accordance with the collective wage agreement. In deviation from the calendar year, the Christmas bonus is due for the period from the last due date to 1 December.

Employees who have not yet been employed by the company for one year on 1 July or 1 December shall receive the aliquot part of the holiday pay and the Christmas bonus, calculated from the date of joining the company to the respective due date.

A **kilometre allowance** of € 0.24 per kilometre is to be paid to the bicycle messenger for the use of a private bicycle in the context of a business trip.

If a **private mobile phone** is used for work-related activities, the bicycle messenger shall be reimbursed for costs in the amount of EUR 20.00 per month. This remuneration is based on full-time employment and is to be prorated according to the level of employment (part-time, marginal, etc.).

**Company-level agreement(s)**

The works councils at Lieferando and Foodora can negotiate company-level agreements that apply to the company's employed riders. The works council at Mjam (now Foodora) negotiated a company-level agreement (*Betriebsvereinbarung*) based on §96a ArbVG on the processing of workers' personal data covering employed riders in Vienna, which came into force in February 2020 and expired by the end of 2021, because, according to former Foodora work's council members, the company's management was unwilling to extend it (FC activists).

The company agreement specified the types of personal data that can be processed, particularly geolocation data, as well as the permissible methods for performance assessments and attendance monitoring. To clarify these points, the agreement outlined the data processing systems utilised by the company, such as apps and software, along with the purposes for processing that data.

Furthermore, it specified the rights of the works council, the affected workers and the data protection officer.[44]

The agreement stated that location data should only be collected during shifts booked by the rider through the company's shift-booking system. The collection should end with the end of the shift or after the last delivery was dropped off, if the delivery end was outside the booked shift, or if the rider logged out of their app. The agreement further stated that location data shall be collected once per minute and that any location data shall be anonymised one month after being collected and deleted or anonymised in a GDPR-compliant manner after six months.

The agreement further stated that the company should inform the works council about the systems used at least on an annual basis, and that the introduction of new data processing activities requires the approval of the works council, if new types of personal data are collected or the purpose of the data processing changes. In addition, the agreement required the company management to inform the works council about any such changes prior to their implementation. The agreement required the company to provide the works council, in writing, with documentation of any system for collecting location data, its use and purpose, and the categories of data to be processed prior to its implementation. Moreover, the agreement granted the works council the right to request from the company the necessary information or access to the relevant systems to monitor compliance with the agreement. Both provisions referenced the rights guaranteed to the works council's under the Austrian Labour Constitution Act, notably the right to monitor compliance with collective and company-level agreements (§89), the right to information pertaining to employees' affairs (§91), and the requirement of the works council's approval for the introduction of certain monitoring (§96) and automated data processing measures (§96a).

The agreement also repeated and elaborated the rights of workers and the obligations of the company's data protection officer under the GDPR. In addition, it granted employees the right to reject the use of their data for the purpose of direct marketing. Finally, the agreement contained provisions on data sharing with third parties and technical-organisational data protection measures.

After the company agreement expired, Mjam's works council considered suing the company to stop the processing of employed riders' data and called a staff meeting (*Betriebsversammlung*) to vote on the matter. Most riders attending the meeting voted in favour of a lawsuit. However, ultimately, the works council decided not to go forward with the lawsuit after lawyers advised them against it and due to concerns that a cease-and-desist order could lead to the company (temporarily) shutting down its operations and, potentially not paying their workers, both employees and free-service providers, for an extended period. As one focus group participant explained:

> *"We did not file an* Unterlassungsklage *[cease-and-desist order] as the lawyers also said that the system might be down, and the people might not get paid. Of course, they legally should get paid, but then another lawsuit would have to be filed for them to get paid, and that adds up […] and then they don't get paid for months. So basically, I mean, of course, the company loses money while the system is off, or maybe the company would try not to turn the system*

44 According to GDPR Art. 37 1, (b), companies whose core activities "consist of processing operations which, by virtue of their nature, their scope and/or their purposes, require regular and systematic monitoring of data subjects on a large scale" shall designate a Data Protection Officer (DPO) whose tasks include working towards the compliance with all relevant data protection laws and monitoring processes like data protection impact assessments. See https://gdpr-info.eu/issues/data-protection-officer/

*off but to only turn it on for EDs [free-service providers]. Then people don't get paid […] and they still have to pay rent and eat."* (FC Activists)

Since then, no new agreement has been signed at Foodora (Mjam). At the time of writing (April 2025), negotiations are ongoing between Foodora's management and its works council regarding a new agreement.

Lieferando never had a company-level agreement on processing worker data. According to a former Lieferando works council member, the first works council attempted to negotiate such an agreement but felt that the company did not provide them with the information necessary to understand the workings of the company's app (Interview vida). They eventually filed a cease-and-desist order to stop the use of the company's app entirely, arguing in court that such a drastic measure was necessary to force the company to fulfil its obligation to inform the works council. The works council's case, in their view, was perceived sympathetically by the judge. However, the case ran in parallel to Lieferando's suit against the works council's election, which the company won prior to any ruling on the cease-and-desist order. Lieferando's victory resulted in the dissolution of the works council, which automatically ended the other case. Lieferando soon elected a new works council, which continues the work of the last one, including negotiations on a company agreement on the use of worker data. According to a former Lieferando works council member, their option to start another cease-and-desist order was a useful tool to force the company to act, for example, to provide information on their data processing (Interview vida). However, the negotiations never resulted in a final agreement.

Wolt, the third largest food delivery platform does not have a works council because the company only works with free-service providers. As a result, there are also no company-level agreements.

### 3.3.2 Ride-hailing (taxi industry)

**Collective agreement at the industry level**

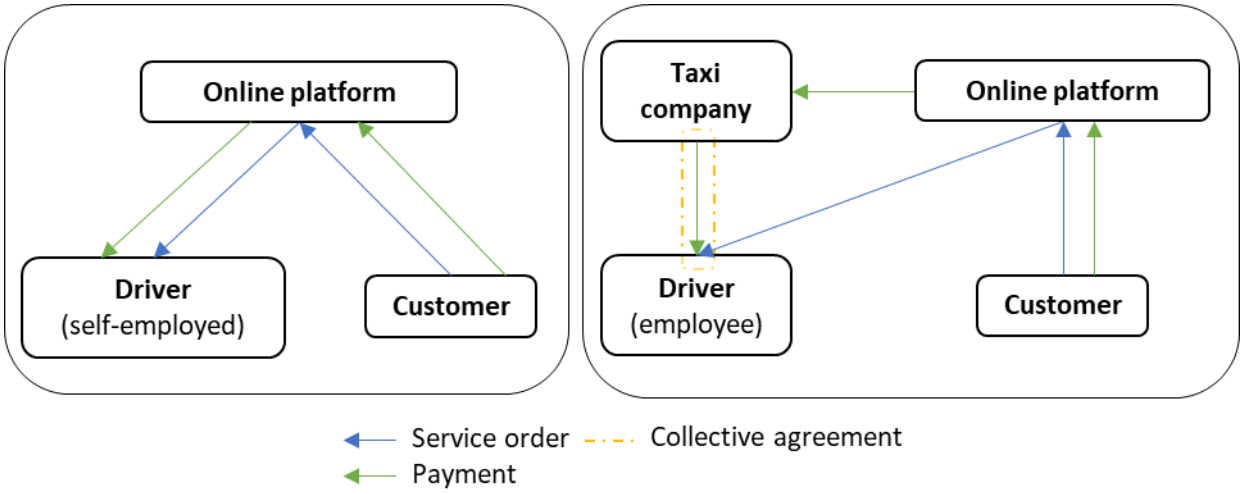
There is no collective agreement for platform workers in ride-hailing. However, there is a collective agreement for taxi drivers (*Kollektivvertrag Beförderungsgewerbe und Taxi*[45]) which applies to some Uber and Bolt drivers.

As described above, only individuals with a taxi driver's licence are allowed to drive for digital labour platforms like Uber and Bolt. Individuals who drive for the platforms are either self-employed or employed by a taxi company that cooperates with the platform(s). The platforms do not employ any drivers directly. Self-employed Uber and Bolt drivers are not covered by the collective agreement. They receive orders from customers through the online platforms and receive the fare minus a commission retained[46] by the platform (see Figure 2, left side). In contrast, drivers employed by a taxi company are covered by the agreement. Employed drivers, too, receive orders from customers through online platforms. The customer pays the platform, which forwards the payment minus its fee to the taxi company. The driver, however, is paid by the taxi company and as a regular employee, their salary is regulated by the collective bargaining agreement (see Figure 2, right side). This means that the driver is entitled to a minimum monthly salary regardless of the number of rides they complete and the income these rides generate from platforms.

45 https://www.wko.at/oe/transport-verkehr/befoerderungsgewerbe-personenkraftwagen/kollektivvertrag

46 Drivers can also require cash payments. In this case, the customer first pays the driver who then must pay the commission to the platform.

**Figure 2: Collective agreement coverage in the Austrian ride-hailing industry**




*Source: Figure adapted from* (Geyer, Prinz, & Bilitza, 2024)

The collective agreement for taxi drivers was negotiated between the trade union vida and the Trade Association for the transport industry with passenger cars (*Fachverband für die Beförderungsgewerbe mit Personenkraftwagen*) within the Chamber of Commerce. Similar to the sectoral agreement for food delivery riders, the collective agreement for taxi drivers regulates pay and working conditions (see Box 2). As in food delivery, the collective agreement does not address matters of privacy, data protection or algorithmic management.

**Box 2: Principal provisions of the sectoral agreement for taxi drivers**

All provisions refer to the agreement in effect since 1 January 2025.

**Maximum weekly working hours (drivers)**

The maximum weekly working time may amount to 60 hours in individual weeks and an average of 55 hours within a 26-week period for technical or work organisation reasons if at least the working time in excess of 48 hours is performed in the form of standby duty.

In companies with an elected works council, the start of the calculation period must be determined by works agreement; in companies without a works council, it must be determined by agreement between the employer and employee.

In the absence of an agreement, the calculation period begins at the start of the calendar year or on 1 July of the calendar year.

**Driving time**

The total driving time within the permitted working time may not exceed nine hours between two rest periods and 56 hours within one week. Driving time may be extended to 10 hours twice a week.

Within a period of two consecutive weeks, the driving time may not exceed 90 hours.

**Driving break**

After a maximum driving time of four hours, a driving break of at least 30 minutes must be taken. Time spent in the moving vehicle can be counted towards driving breaks. No other work may be carried out. Driving breaks may not be counted towards the daily rest period. The driving break may coincide with the rest break or with parts of the rest break.

**Rest break**

The daily unpaid rest break is

- at least 30 minutes for a daily working time of six to nine hours,

- at least 45 minutes for a daily working time of more than nine hours

and must be taken after six hours at the latest.

The daily unpaid rest break can be divided into several parts of at least 15 minutes. The daily unpaid rest break or parts of the rest break may coincide with a driving break. A rest break only exists if the driver can leave the vehicle.

**Daily rest period**

The daily rest period after the end of the daily working time is generally 11 hours, but can be shortened to at least 10 hours (possibility of shortening by 1 hour). Any reduction (maximum 1 hour) must be compensated within the next 10 calendar days by a corresponding extension of another daily or weekly rest period.

**Weekly rest period**

The weekly rest period is based on § 2 to 5 or 19 of the Labour Rest Act and is 36 hours.

The weekly rest period can be calculated within a calculation period of 26 weeks. The weekly rest period may be less than 36 hours in individual weeks of the calculation period or may be cancelled entirely if the average weekly rest period in the calculation period is at least 36 hours. Only rest periods of at least 24 hours may be used to calculate whether an average weekly rest period of 36 hours has been observed.

**Operating time**

The operating time includes the working time between two rest periods and interruptions to working time. In accordance with Section 16 (4) AZG, the maximum working time is 14 hours.

**Night work (drivers)**

The time between midnight and 4.00 a.m. is considered night work. Night work is defined as any activity that exceeds a period of one hour between midnight and 4.00 am. The driver's daily working time may exceed 10 hours on days on which he performs night work. Drivers are not entitled to additional compensation for night work.

**Annual Leave**

The provisions of the Annual Leave Act (*Urlaubsgesetz*) apply.

**Continued payment of wages in case of inability to work**

The provisions of the Continued Remuneration Act (*Entgeltfortzahlungsgesetz*) apply to the continued payment of wages in the event of absence from work due to illness (accident), industrial accident, or occupational illness.

**Salary**

1) The individual federal states can independently determine the minimum wage in the respective federal state with a collective agreement (wage agreement).

In both federal states where the minimum wage is set independently through a collective wage agreement and in all other federal states, the **monthly minimum wage** shall be **EUR 1,880.00** from 1 January 2024 and EUR 2,000.00 gross from 1 January 2025.

2) The minimum wage amounting to 1,880.00 gross from 1 January 2024 (2,000.00 gross from 1 January 2025) is due for the normal working hours determined in accordance with Article V of this collective agreement. Employees whose normal working hours are less than those specified in Article V of this collective agreement shall be entitled to the minimum wage on a pro rata basis.

All employees who have been with the company for one year as of 1 June receive a **holiday pay**, payable on 1 June. This amounts to one minimum monthly gross KV wage. In deviation from the calendar year, the holiday pay is due for the period from the last due date to 1 June.

All employees who have been with the company for one year on 1 December receive a **Christmas bonus**, payable on 1 December. This amounts to one minimum monthly gross KV wage. In deviation from the calendar year, the Christmas bonus is due for the period from the last due date to 1 December.

**Company-level agreements**

Since the platforms do not employ any drivers, there are no company-level agreements that apply to Uber or Bolt drivers directly. We are also not aware of any works council and/or company-level agreements concluded at an Austrian taxi company. This absence of company-level agreements in the Austrian taxi industry appears to be mainly a result of company size. Workers have the right to establish a works council in companies with five or more permanent employees (§ 40 ArbVG), and in most larger companies, works councils have been elected (IFES, AK Wien and ÖGB, 2023). However, the Austrian taxi industry is dominated by small companies with 0-9 employees (Wirtschaftskammer Österreich, 2024).

Furthermore, it is unclear whether the collection of worker data by third parties, i.e. ride-hailing platforms cooperating with a taxi company, falls under §§ 96 and 96a of ArbVG and thus requires the consent of the taxi company's works council.[47] Both paragraphs explicitly refer to measures by the *company owner.* With respect to control measures under §96 ArbVG, it is irrelevant if the measures are executed by the company owner or another person, including a different company like an external service provider acting on their behalf (Felten & Preiss, § 96, 2020, pp. 201-202); nor is it relevant if the measures' declared purpose is the monitoring and control of workers or if the monitoring occurs as a biproduct of other processes. Instead, what matters is the 'objective suitability for control', i.e. the possibility for the company to use this information to control its workers (Felten & Preiss, § 96, 2020, p. 202). Therefore, the collection of, for example, location data about a fleet partner's employees by a ride-hailing platform may require the consent of the fleet partner's works council, if this GPS data is shared by the platform with the fleet partner – as indeed seems to be the case at least with Uber[48] – because this data may be used to monitor and control employees' behaviours.

## 3.4 Interim conclusions

The information presented in the last two chapters allows for some interim conclusions on the collective bargaining and industrial relations system that covers the ride-hailing and food delivery industries in Austria. First, workers' employment statuses are of central importance because only regular employees are covered by industry and company-level agreements and represented by works councils. This implies that merely a fraction of Austrian food delivery couriers benefit from the collective agreement for bicycle couriers. In the ride-hailing industry, taxi drivers employed by fleet partners are covered, but self-employed drivers are not.

Second, Austrian law grants works councils significant powers to protect workers from overly intrusive monitoring. However, for the most part, those rights have not resulted in company-level agreements that protect workers in either industry. In the food delivery industry, works councils had limited success in forcing Mjam/Foodora and Lieferando to accept such agreements. In the ride-haling industry, there are no agreements because the platforms do not employ any drivers directly and because the Austrian taxi companies that do employ drivers have no works councils that could negotiate such agreements.

47 We would like to thank Sophie Schwertner from the Paris Lodron University of Salzburg for advising us on the scope of § 96 ArbVG.

48 A participant in the focus group with taxi drivers who uses the Uber app explained that there are two different apps, one for drivers and one for fleet partners. The fleet partner app has more functions and can be used to track the whereabouts of the fleet partners cars and, by extension, drivers (FC taxi drivers).

Third, in terms of strategies, platform companies, to varying degrees, try to circumvent established regulatory frameworks – the collective bargaining and industrial relations system or the rules governing the taxi industry – to gain a competitive advantage. In the ride-hailing industry, a wide coalition of trade unions, self-employed taxi drivers and the Chamber of Labour and the Chamber of Commerce managed to integrate the ride-hailing platforms Uber and Bolt into the taxi industry's regulatory framework. In the food delivery industry, the trade unions and activists tried to regulate the work of delivery couriers through negotiated agreements at the industry and company levels. This strategy had some success around 2020, as evidenced by the negotiation of the collective agreement for delivery couriers and a company agreement on data protection at Foodora. However, since then, the companies have altered their approach, with Foodora not renewing its agreement and Lieferando shifting to free service providers.

# 4. The collection and use of workers data by digital labour platforms

After discussing industrial relations and collective agreements, this chapter shifts its focus to individual workers. We will examine the types of data that platform companies collect about workers, whether workers are aware of this data collection, and how these practices impact them. Before addressing these questions, we will provide more detail on how we gathered information about the data collection practices of these platforms through GDPR requests and the challenges we faced during this process.

## 4.1 Data collection and challenges

To understand platform companies' collection of worker data and its effects on workers' wellbeing, we relied on data recovered by workers through Subject Access Requests (SARs) and donated to project researchers following an approach developed by Bowyer et. al. (2022) and others (Habu & Henderson, 2023; Ausloos, 2019) that was adapted and further developed for the GDPoweR project.[49]

### 4.1.1 Food delivery riders

As a first step, we organised two Data Recovery Workshops, one for food delivery riders and one for taxi drivers, to show workers how to submit subject access requests to platform companies. The event for riders was organised in cooperation with the trade union vida and the Riders Collective. It took place in the Riders Collective Space in April 2024. To ensure high turnout, the workshop was timed to coincide with the Rider Collective's regular monthly socialising event, 'Spill-it', and participants were offered free slices of pizza.

At the event, interested participants were informed by project researchers about their rights under articles 15 and 20 of the General Data Protection Regulation (GDPR) to request a copy of the personal data collected about them by platform companies they work for as well as their rights to be informed about the storage of their data, data sharing with third parties and the use of automated decision-making by the company in accordance with Article 22 GDPR. Participants were provided with an information sheet summarising their rights under the GDPR, data request forms based on GDPR articles 15, 20 and 22 and information on how and where to submit the requests. The data request forms and information letters were developed prior to the event by GDPoweR project researchers and are publicly available (Geyer & Gillis, 2024). Interested riders had the opportunity to complete a request form and submit it using one of several laptops made available by project researchers during the workshop or afterwards, using their own devices.

Furthermore, participants were informed about the opportunity to donate their personal data, once received, to the GDPoweR project for research purposes. Interested riders were provided with a data

49 See GDPoweR Research Design (Geyer, Kayran, & Danaj, 2024).

donation contract outlining how any donated data would be used in compliance with GDPR and in accordance with the highest standards of data and privacy protection.[50] Participants were also informed about the opportunity to participate in a Sense-Making Workshop after donating their data to the project, during which researchers and riders would together analyse and make sense of their data.

At least 16 participants of the Data Recovery Workshop for riders submitted subject access requests to at least one platform company they currently work for or had worked for in the past and agreed to be contacted again by project researchers regarding the possible donation of their data. One month after the workshop, those participants were contacted via email, offered support in case they encountered any problems with their requests and reminded about the opportunity to donate their data for research purposes. Several workshop participants agreed to donate their data. In addition, a small number of riders who independently had made subject access requests and learned about the project through the Riders Collective and private contacts donated their data.

Several riders approached at the event, however, declined to request their data, with some explicitly mentioning their fear of being fired or otherwise punished by the platforms if they did so. One rider explained that non-EU migrants, who account for a large share of bicycle couriers in Austria, are particularly hesitant to risk any conflict with the platforms because of their limited labour market opportunities. In their words:

> "*Sorry to say, but you might have more opportunities as Austrians and knowing the language. The people who are here, 95% of them are not Austrians or EU [citizens], and they have very [limited] opportunities in the job market, and they don't want to risk anything. So, it puts a lot of pressure [on them]. You've got about three opportunities to work in Austria, and if you get kicked out, you shut the door on one of them. So, they will not do it [make GDPR requests].*" (FC Riders)

Consequently, several of the individuals who requested and donated their data were former riders who no longer feared being fired. In total, project researchers obtained 10 datasets from riders currently working or having worked for the three largest delivery platforms in Austria – Lieferando, Foodora and Wolt. In accordance with the GDPoweR Data Recovery Protocol (Geyer, Kayran, & Danaj, 2024), all data sets were stored on a password-protected and secure server and personal identifiers were removed from the data.

### 4.1.2 Taxi drivers

A data recovery workshop for taxi drivers organised in cooperation with the trade union *vida* resulted in only four registrations and one driver attending the event, despite significant promotional efforts. An invitation to the workshops was promoted through paid advertisements on Facebook targeting individuals working in the taxi industry in Vienna and through posts in several Facebook groups for taxi, Uber and Bolt drivers, each counting several thousand members. In addition, the invitation was sent to 37 taxi drivers who had participated in a survey on working conditions in the taxi industry (Geyer, Prinz, & Bilitza, 2024) and provided their consent to be contacted for further studies. Individual well-connected taxi drivers were also contacted and asked to promote the event. Lastly, the trade union vida promoted the event through their own channels. After the low turnout, 122 individuals on Facebook who are members of at least one group for taxi drivers were sent direct messages informing them of the opportunity to submit GDPR requests and the researchers'

50 A copy of the English version of the Data Donation Contract is included in the GDPoweR Research Design (Geyer, Kayran, & Danaj, 2024)

willingness to help with such requests if they were interested. Only one person showed signalled interest but stopped communicating after the first contact.

Due to the inability to find drivers willing to request and donate their data, it was impossible to organise a Sense-Making Workshop and Focus Group with drivers to analyse their *own* data. Instead, a Sense-Making Workshop and Focus Group were organised with three taxi drivers who work or used to work for Uber, Bolt and a local radio dispatcher, Taxi 40100, but who had never requested copies of their personal data from them. The participants were presented with a visualisation of the data of one French Uber driver from the Digipower Academy[51] to provide them with some understanding of what information platform companies may collect. In the subsequent focus group, the drivers were again offered help with submitting a GDPR request and asked what, in their view, would discourage them from doing so. From their answers and the responses of other drivers who were invited to submit GDPR requests but declined, it appears that drivers' unwillingness to request copies of their personal data from platform companies is motivated by one or more of the following reasons:

**Lack of interest and concern**: The workshop participants were not surprised or worried by the French Uber driver's data presented to them. One participant explained that all the information that had been shown to him such as information on past drives, income per drive, or a heat map with demand for drives is available to him in his Uber app in a similar or better form (the app shows a heat map with live rather than past customer demand). Another driver who did not participate in the workshop explained that many companies already have his data, and that one more company did not matter.

**Cumbersome process:** Even though the drivers were offered data request forms and active support in submitting them, one person described the prospect of submitting a GDPR request as "tedious".

**Fear of repercussions from the platforms**: Like delivery couriers, some drivers, especially from Vienna's Turkish community, seemed concerned about potential reprisals by platform companies for requesting copies of their data, for example, in the form of receiving fewer orders. Interestingly, this also applied to *former* users of a platform. As one driver explained, they used to drive for Bolt in the past, and while they are not currently using this app, they might do so in the future if circumstances change. Hence, they do not want to make a data request to Bolt because, in their view, this could jeopardise their future chances of working with the platform.[52] Relatedly, one driver explained that following the significant struggles between taxi drivers and platforms in the past, some drivers seem to feel that a truce has been reached with the reform of the GerlverK. In this situation, they do not want to "rock the boat" by starting new conflicts with the platforms.

**Fear of attracting attention to undeclared or illicit work:** There are regular complaints from Viennese taxi drivers about undeclared work and individuals driving without a taxi licence (Geyer, Prinz, & Bilitza, 2024), and regular inspections by the Financial Police to address this issue.[53] Some drivers suggest that, especially among those driving for Bolt, there are many who do not have a valid

51 https://digipower.academy/experience/uber-driver

52 Taxi drivers appeared more apprehensive than riders which may be related to the fact that drivers tend to have invested more in their job (car, taxi licences) and expect to continue in their profession for longer than riders (Geyer, Prinz, & Bilitza, 2024; Geyer & Prinz, 2022). As such, any restrictions on performing their job such as having their contract with of platform discontinued may have more severe consequences.

53 https://www.bmf.gv.at/presse/pressemeldungen/2024/juli/finanzpolizei-taxi.html

taxi licence (Swaton, 2024). The actual extent of undeclared work is unknown, but workshop participants suggested that some drivers may be concerned that requesting their data from platform companies may attract unwanted attention to their finances, as the following exchange shows:

> Driver 1: "*There are drivers who officially work 20-30 hours per week, but in fact drive for 50-60 [hours]. They are scared; they don't want to share their data.*"
>
> Researcher: "*You mean they are scared that the data shows that they work more than they officially do?*"
>
> Driver 1: "*Correct.*"
>
> Driver 3: "*People are just incredibly overcautious. There are many who are very overcautious. They probably think that if the tax office comes to Uber, they [Uber]'ll say, "No, he always requests his data, he knows that anyway." And then the tax office says, 'He said he never notices when he drives longer hours because it's so much fun that he doesn't even notice that he's already driven 10 hours longer this week. But if they [Uber] gave him the data, then he knows it in writing or something like that. So, there are the wildest paranoia stories. That's just how it is in this industry, as I said.*"

### 4.1.3 Platforms' responses

In nearly all cases, workers received a response within the legally required response period of 30 working days. However, the comprehensiveness and formatting of responses varied. Some (former) workers only received basic contractual information, which may indicate that the platform companies had deleted or anonymised all other data. In other cases, workers received additional data after filing complaints with the Austrian Data Protection Authority, claiming that their initial responses were incomplete. Lastly, even though the requests referred to all data falling within the scope of Article 20 to be provided in machine-readable formats, in several instances, the data provided was in the form of large tables in PDF files, which are not considered machine-readable. Those files had tables with columns spanning multiple pages, which made them difficult to read and understand without first scraping the data from the PDF files and storing it in a more appropriate, machine-readable format like an Excel spreadsheet.

## 4.2 What data is being collected by digital labour platforms on workers?

To understand what data is collected by platform companies, we analyse the data donated to us by workers. We assume that the platform's data collection practices are highly standardised and automated, and therefore do not differ between their workers, at least not for those living in the same country and with the same employment status. Therefore, we also assume that if a certain category of data is collected about one individual working for the platform, the same data is collected about all individuals working for the same platform. Consequently, our analysis of what data platform companies collect is always based on the most comprehensive datasets donated to us.

### 4.2.1 Worker data collected by food delivery platforms

The following table summarises the categories of data collected by food delivery platforms in Austria based on data donations by individuals who currently work or have worked for them in the past. The description of data for Lieferando and Wolt is based on one dataset each, and the description of Foodora's data collection practices is based on a total of eight datasets.

**Table 1: Worker data collected by food delivery platforms in Austria**

| | Lieferando | Foodora | | Wolt |
|---|---|---|---|---|
| Employment status | Employee | Employee | Free service provider | Free service provider |
| **Personal and contractual information** | | | | |
| Name, contact details, date of birth, social insurance number | yes | yes | | yes |
| Copies of official documents (e.g. ID card) | yes | yes | | yes |
| Bank account details | yes | yes | | yes |
| **Working times** | | | | |
| start and end time of shifts | yes | yes | | yes |
| start and end time of breaks | no* | yes | | no |
| **Delivery/drive data** | | | | |
| time accepted/assigned | yes | yes | | yes |
| location accepted | no | yes | | no |
| pick up time | no | yes | | yes |
| pick up location | yes | yes | | no |
| drop off time | yes | yes | | yes |
| drop off location | yes | no | | no |
| travel distance to pickup | yes | no | | yes, in payments |
| travel distance from pickup to drop off | yes | no | | yes, in payments |
| **Payment data** | | | | |
| payment events related to deliveries | no | yes (kilometre allowance) | yes (several) | yes (several) |
| **Location and movement data** | | | | |
| Location where deliveries are accepted, picked-up and dropped-off | pick-up, drop off | accepted, pick-up | | no |
| Detailed location data | no | Yes, in 30-second intervals | | Yes, several locations per minute |
| Other location or movement data | no | Speed, accuracy and direction | | Speed, accuracy and direction |
| **Performance data** | | | | |
| Acceptance rate | no | yes | | no |
| Utilization rate (deliveries/drives completed per hour) | no | yes | | no |
| Absences/no shows | yes | yes | | no |

| | | | | |
|---|---|---|---|---|
| Customer rating | no | no | | no |
| Worker reprimands | yes | no | | no |
| Internal rating score | no | no | Yes | no |
| **Communication data** | | | | |
| Communication with the platform | no | yes | | yes |
| Communication with customers | no | yes (messages sent by rider) | | no |
| **App data** | | | | |
| Usage data | yes (login, logouts) | yes | | no |
| **Information on algorithmic management** | | | | |
| Answer to question on algorithmic management? | no | some/partial | | Reference to Algorithmic Transparency Report |

*Source: Personal data received by food delivery riders from platform companies through subject access requests and donated to project researchers.*

** Although there is data on 'pause events,' we were unable to determine whether these events represented breaks*

Table 1 shows that all three food delivery platforms collect personal and contractual information and working time data about their riders. The only minor exception here is that there was no clearly identifiable dataset for data on breaks in the Lieferando dataset.

In addition, all three companies collect information on the time and location of deliveries, sometimes in combination with more detailed movement data. However, among these, the location data stored differs between platforms. The data of the Lieferando rider included only GPS locations of the start and end points of deliveries. The Foodora data included the locations where the delivery was accepted and picked up, but not the drop-off points. In addition, the datasets donated by Foodora riders included, to varying degrees, more detailed GPS data tracking the riders' movements. The Wolt data included even more detailed location data with locations recorded sometimes less than ten seconds apart.

In the data of one free service provider and two employed riders working for Foodora, we found evidence of GPS data collected outside of working hours, i.e. at times when riders were neither making deliveries nor waiting to receive deliveries (see also sections 4.3.2 and 5.2.2). Regarding free service providers, Foodora's privacy statement seems to acknowledge that location data may be collected, even when the rider is *selecting* a shift. Specifically, the "Choosing your session" section of the statement states the following:

> "If you are a free employee […] when you open your rider app, we may process your **location & device data** to offer you sessions (in areas where applicable) and ensure a seamless start to your planned session." (emphasis in the original)[54]

Furthermore, one Foodora rider informed us that the Foodora app, when first opening it, gives users the option to record data only while working or at all times. Some riders may thus have given the app

54 https://www.foodora.com/rider-privacy-policy/austria-rider-privacy-policy/#english

permission to track them even outside working hours. Asked for comment, Foodora wrote that the company is reviewing their processing of riders' location data without confirming or denying that such data maybe collected while riders are not on shift.

Regarding payment data, Lieferando was the only company that did not provide a log of payments issued to drivers for bonuses, kilometre allowances, or other forms of compensation, which is not surprising because the Lieferando rider was a regular employee who was paid a monthly wage. Payment data for free service providers covered payments per order, which usually contained several components such as base pay, bonuses, tips and variable components seemingly related to distance travelled.

In terms of worker assessment, the Wolt data file contained no performance data on the subject. Foodora's data included information on the share of accepted orders ("acceptance rate"), the number of deliveries per hour ("utilisation rate"), and absences, but lacked data on customer ratings or worker reprimands. Lieferando's data covered only absences and worker reprimands. Within-app communications were available in the datasets for Foodora and Wolt, but not for Lieferando. Foodora collected largely the same information on free service providers and employed riders, except for payment per delivery and rating data, which were only collected for the former.

All GDPR requests included the following request on automated decision-making: Please confirm whether you make any automated decisions (within the meaning of Article 22, GDPR). If the answer is yes, please provide meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing. (Article 15(1)(h)). The responses to this request varied significantly.

Lieferando did not respond. Foodora/Mjam, in most instances, did not answer the request about automated decision-making. In one instance, when the company did respond, it stated that all decisions regarding the riders' work are ultimately made by humans and that any automated systems, to the extent that they are being used, are only aides. As such, the rider was not subject to any decision solely made based on automated data processing, which means that GDPR Article 22 does not apply. Similarly, the company's most recent privacy notice[55] acknowledges that algorithms and machine learning are used in some processes, but primarily to assist human decision-making and/or in situations that do not have "*legal or similar significant effects*" on the courier. If any process does have such an effect, the statement continues

> "*We will ensure that you have the right not to be subject to the algorithmic decision-making processes, unless those processes are authorised by applicable law or are necessary for the entering into or performance of a contract or based on your explicit consent. In these cases, you always have the right to contact support agents and request human intervention, to express your point of view and contest the decision."*

No information was included in the responses to GDPR requests, nor can it be found in the company's privacy statement on what decisions are made or assisted by algorithmic decision-making processes.

Wolt referred to the company's annual Algorithmic Transparency Report in its response to the request for information on automated decision-making. The report explains that deliveries are algorithmically

55 https://www.foodora.com/rider-privacy-policy/austria-rider-privacy-policy/#english

assigned to riders – called "courier partners" by the company – based on four main parameters: availability (whether the rider is available to accept a delivery), location (proximity to the pick-up location), delivery vehicle (to assess speed and carriage capacity) and "special capabilities" such as the ability and willingness to delivery pharmacy order or handle cash payments (Wolt, 2024, p. 14). The task assignment process is anonymous to prevent subjective criteria, like personal characteristics or traits, from influencing the algorithm. Furthermore, the report states that Wolt does not use "any type of performance monitoring or rating to factor into the task algorithm" and that "[t]here are no penalties for rejecting delivery offers, and this does not impact the courier partner's future delivery offerings" (Wolt, 2024, p. 15). In other words, the amount and quality of orders assigned to riders do not depend on their past performance, including the number and rate at which they accepted offers in the past.

According to the report, Wolt also uses algorithms in estimating travel times and setting delivery pricing, with the pricing model incorporating factors such as weather conditions and the demand for additional courier partners. More broadly, the report outlines several internal practices governing the use of AI at Wolt, including mandatory risk assessments for any new or significantly altered AI systems, the requirement for human oversight over AI-supported decisions with legal or significant effects, and compliance with data protection obligations, such as maintaining defined data retention periods.

### 4.2.2 Worker data collected by ride-hailing platforms

Due to limited access to internal data from ride-hailing platforms, we relied on the publicly available privacy policies of Uber and Bolt to assess the types of data collected from drivers. The table below summarises the findings of our analysis.

**Table 2: Worker data collected by Ride-hailing platforms in Austria**

| | Bolt | Uber |
|---|---|---|
| Personal information | Yes | Yes |
| Geolocation data | Yes | Yes |
| Pick-up and drop-off locations | Yes | Yes |
| Cancellation and acceptance rates | No explicit mention | Yes |
| Payment data | Yes | Yes |
| Customer rating | Yes | Yes |
| Performance data | Yes | Yes |
| Dispute and complaint data | Yes | Yes |
| Driver–passenger communications | No explicit mention | Yes |
| Driver-support team communications | Partially* | Yes |

*Source: Uber Privacy Policy: Drivers and Couriers*[56]
*Bolt – Privacy Policy for Taxi Drivers in Austria*[57]
**only explicitly mentioned as collected if a dispute is initiated.*

56 https://www.uber.com/global/de/privacy-notice-drivers-delivery-people/

57 https://bolt.eu/de-at/privacy/privacy-for-drivers/

Both Bolt and Uber collect personal information, geolocation and movement data, payment data, customer ratings, performance metrics, and data related to disputes and complaints from their drivers, and both platforms gather pick-up and drop-off locations. Uber explicitly states that it collects the cancellation and acceptance rates, which Bolt does not specifically mention. Neither platform explicitly states that they collect detailed movement data such as speed, braking, or acceleration. Additionally, Uber collects data from both driver-passenger communications and driver-support team interactions, whereas Bolt only partially collects driver-support communications, and only when disputes arise. Overall, Uber's data collection practices appear broader, although this may also be due to Uber having a more detailed privacy statement.

Uber's privacy information states that it uses algorithms and machine learning models to manage key parts of its service, including the matching of customers with service providers, pricing, and fraud detection. Matching decisions are based on location, destination, traffic, and historical data, while pricing algorithms take into account local regulations, time, distance, demand, driving conditions, tolls, promotions, and "dynamic adjustments". Uber also uses automated systems to monitor for driver account fraud and undefined "unsafe behaviour". Flagged cases are manually reviewed, but the initial screening appears to be entirely algorithmic.

Bolt does not appear to provide any dedicated document or statement addressing the role of algorithms in task assignment or other aspects of work. However, an online search revealed related information, primarily located in the rider support materials and posts from Bolt's Data Science team. As these webpages seem to cover multiple national contexts across Europe or globally, it is difficult to determine which details are universally applicable and which are country-specific. One page on Bolt.eu explains that trip prices are calculated based on a start rate (determined by vehicle category and surge pricing), time and distance rates, dynamic pricing adjustments (details of which are not disclosed), applicable additional fees, expected traffic conditions, and trip duration.[58] Elsewhere in the support section, the "activity score", a key metric for drivers, is calculated based on the last 80 ride requests within a driver's radius (measured as a straight-line distance), increasing with accepted rides and decreasing with rejected or ignored requests, except where specific exemptions apply.[59] A low activity score results in drivers being offered fewer orders, and escalates to an automatic suspension if drivers reject 20% or more of their last 100 ride requests.[60] In addition, drivers whose ratings fall below 4.5 stars are automatically deactivated, with reactivation seeming to require human intervention, either through a meeting with a quality assurance staff member or participation in a re-training session.[61] Finally, a post from Bolt's Data Science team describes the use of machine learning techniques across a wide range of areas, including rider matching, pricing, routing, and detecting fraud. [62] Overall, while Bolt appears to rely on algorithmic decision-making across key aspects of its operations, like other platforms in this study, there appears to be a lack of publicly available information about the application of these systems in specific national contexts.

58 https://bolt.eu/en/support/articles/4405389269394/

59https://bolt.eu/en/support/articles/10386276674962/#:~:text=If%20you%20have%20issues%20with,Support%20team%20via%20the%20app.

60 https://bolt.eu/en-za/blog/this-is-how-you-get-maximum-value-out-of-bolt-driver-app-2/

61 https://bolt.eu/en-ng/blog/10-hacks-to-keep-your-bolt-driver-rating-high-and-3-reasons-why-customers-give-1-star-ratings/

62 https://bolt.eu/en/blog/meet-data-science-team-at-bolt/

### 4.2.3 Similarities and differences in data collection practices across companies and industries

Across food delivery and ride-hailing platforms, there are clear similarities in the types of worker data collected, including personal information, payment records, geolocation data, and some performance metrics. GPS data in some form appears to be collected by all studied platforms, but the level of detail varies. Wolt recorded location pings extremely frequently, while other platforms omitted parts of the delivery journey (e.g., Foodora lacked drop-off locations, Lieferando lacked acceptance locations). Payment records were detailed for Foodora and Wolt but limited for Lieferando. Performance data collection also varied significantly. Foodora tracked acceptance and utilisation rates, while Lieferando and Wolt had few or none. Similarly, Uber recorded acceptance and cancellation rates, whereas Bolt did not explicitly mention them. Communication data was available for Foodora, Uber, and Wolt, but not for Lieferando and only in cases of disputes for Bolt. Information on algorithmic decision-making was provided inconsistently, with only Uber and Wolt offering relatively detailed disclosures.

Without access to the full data files from Uber and Bolt, particularly for independent operators and workers employed by fleet partners, it is difficult to directly compare data collection practices between the food delivery and ride-hailing sectors. However, our review indicates significant variation within both industries, with some companies collecting and storing substantially more worker data than others, notably Uber and Foodora. Algorithmic transparency also remains a major concern, with only two out of five firms disclosing details on how their algorithms operate and influence key factors such as task assignment and worker management.

## 4.3 Are workers aware of what data is collected on them?

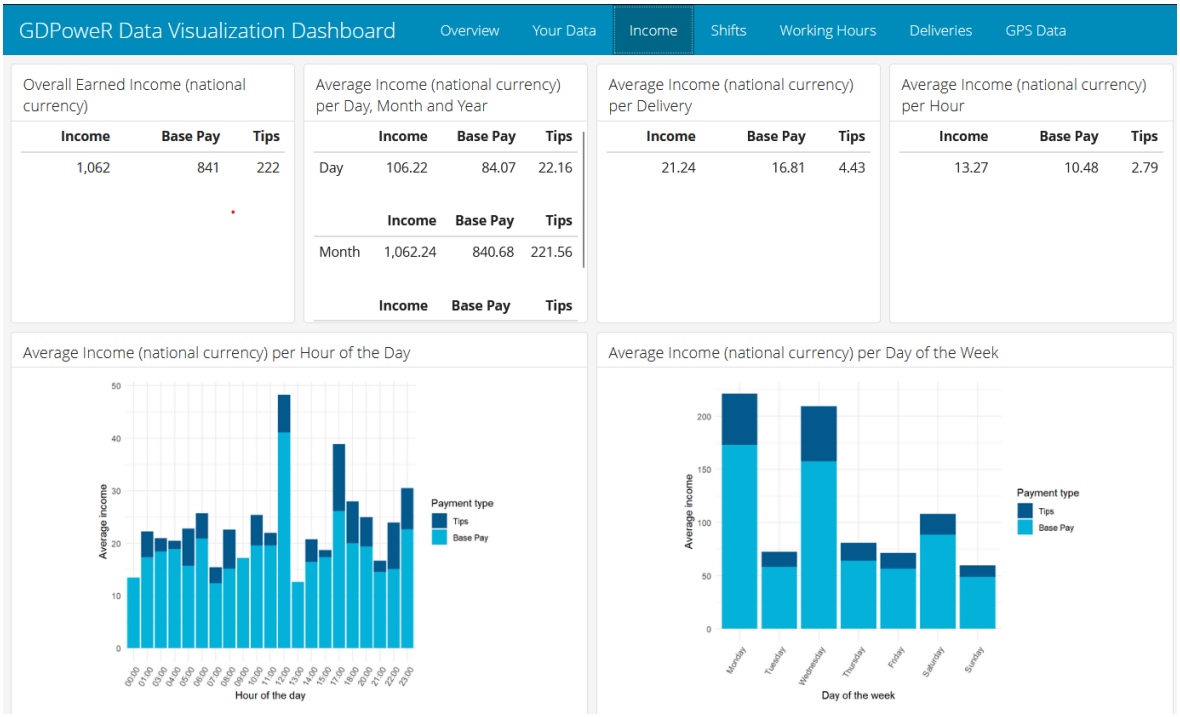
Do workers know that this information is collected about them? As alluded to above, one Sense-Making Workshop and Focus Group was organised for food delivery riders and one for taxi drivers to answer this question.

### 4.3.1 Sense-Making Workshops and Focus Groups

The events for riders were attended by five current or former riders for Wolt, Lieferando and/or Foodora who had requested copies of their personal data from the companies and subsequently donated it to the GDPoweR project for analysis. Information from this data was summarised and visualised in an interactive information dashboard developed for this project.[63] Depending on data availability, the dashboards included summary statistics on income, shifts, working hours and deliveries (Figure 3) as well as visualisations of any geolocation data included in their datasets. By clicking on any recorded GPS location, the visualisation revealed the time and date of its recording (Figure 4).

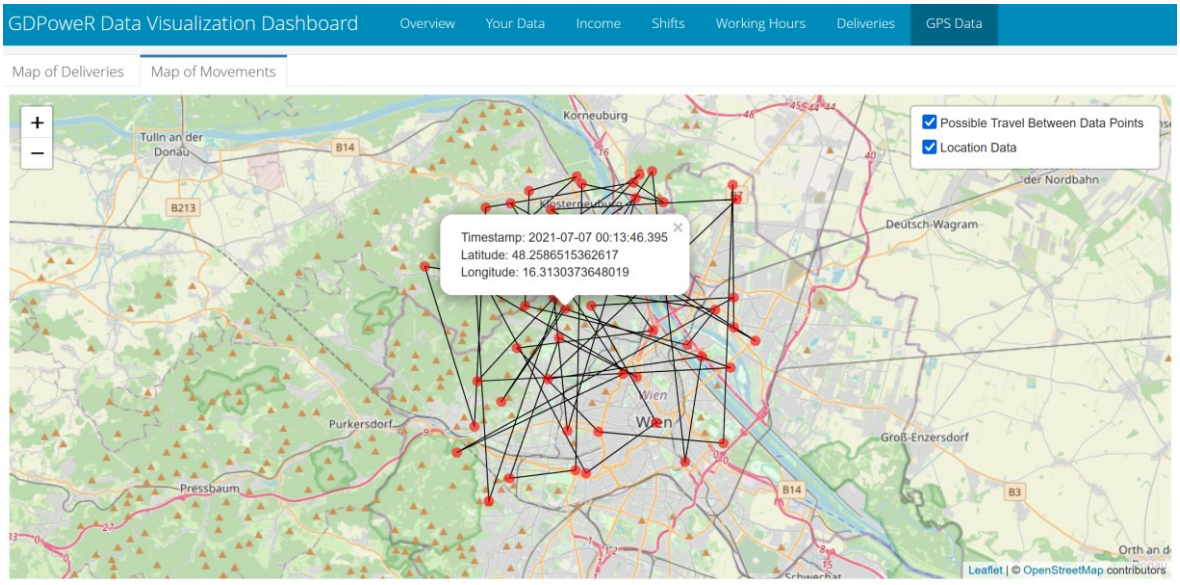
63 The code was written by Nikko Bilitza and Nicolas Prinz. It is available under a creative commons licences (CC BY-NC 4.0) here https://github.com/nikkobilitza/GDPoweR-Data-Visualization

**Figure 3: Summary statistics of rider's income and other data**




*Source: Screenshot from a GDPoweR Data Visualisation Dashboard created with randomly generated data.*

**Figure 4: Visualisation of a rider's location data**




*Source: Screenshot from a GDPoweR Data Visualisation Dashboard created with randomly generated data.*

During the two-hour Sense-Making Exercise, participants were presented with their own cleaned data and dashboards. The researchers discussed specific data points and variables jointly with all participants. In the joint discussion and data visualisation, the focus was on data that could be either useful to workers, like income, working time or other 'performance statistics', or potentially sensitive information like geolocation data. Thereafter, each participant was given 30-45 minutes to examine their own data. After a break, a Focus Group was conducted with the same participants using a set of predefined questions covering the following topics: Motivation for submitting a GDPR request and experiences with the process, workers' awareness of what data is being collected, the effects of the

platforms data collection practices on workers, workers' views on the regulations on companies' collection and use of their data, and workers' experiences regarding the implementation of collective and company-level agreements (See Appendix for details).

The participants of the Sense-Making Workshop and the Focus Group for taxi drivers were one employed and two self-employed drivers who worked or used to work for Uber, Bolt and/or the Viennese radio dispatcher Taxi 40100. In lieu of their own data, they were shown a similar visualisation developed by the Digipower Academy based on data from one French Uber driver (Figure 5, Figure 6) as an example of what kinds of data they could expect Uber and Bolt to collect about drivers in Austria. The structure of the events was adjusted to first discuss more in depth why taxi drivers seem interested or unwilling to request copies of their personal data from ride-hailing platforms. Thereafter, the participants were shown the data visualisation and then the same topics as in the first focus group were discussed: workers' awareness of what data is being collected, the effects of the platforms data collection practices on workers, workers' views on the regulations on companies' collection and use of their data, and workers' experiences regarding the implementation of collective and company-level agreements (See Appendix for details).

**Figure 5: Summary statistics of Uber driver's data**

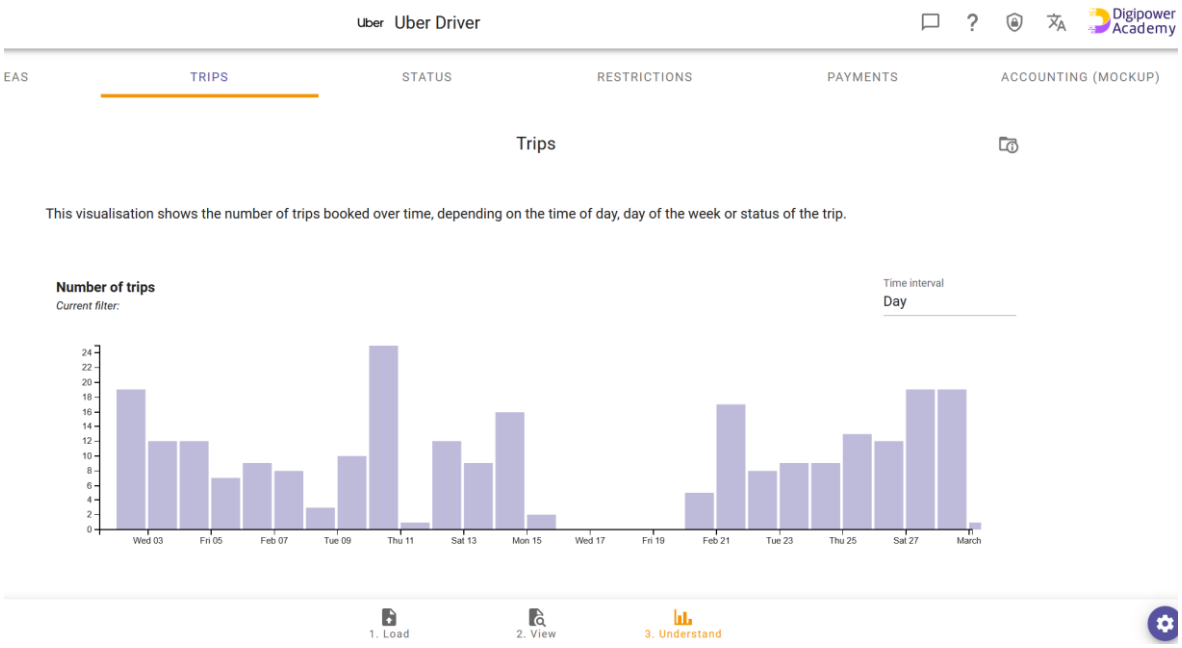
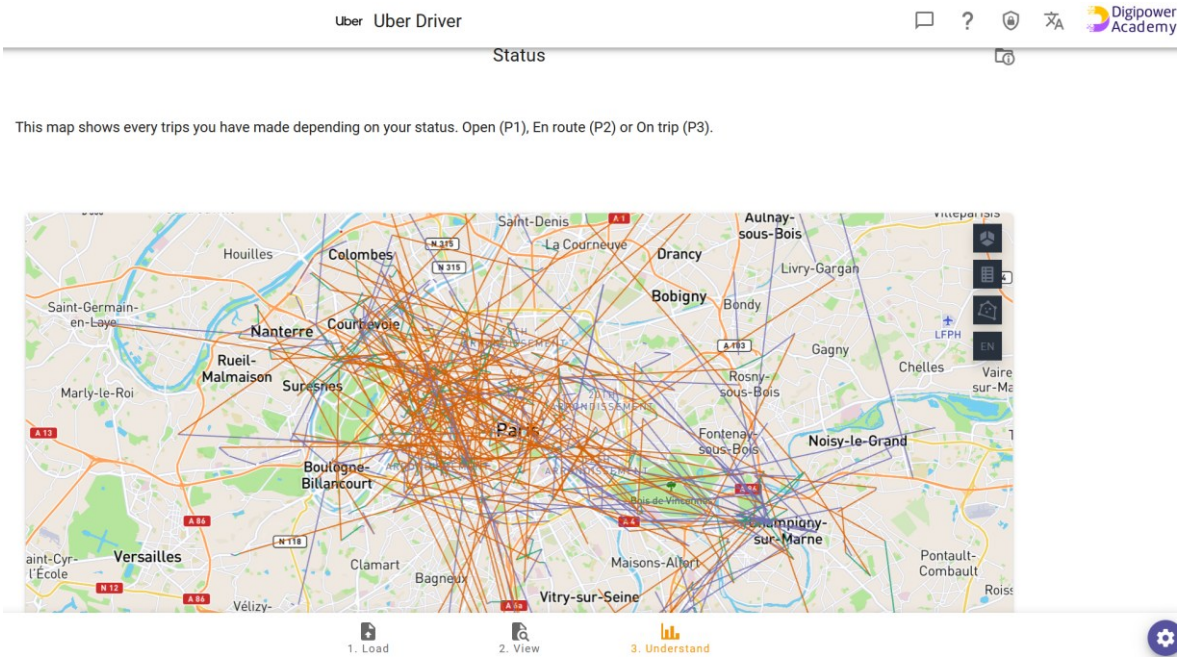


**Figure 6: Visualisation of Uber driver's location data**




Each participant received an €80 supermarket voucher as reimbursement for their lost working time. The focus groups were recorded and later transcribed using the software aTrain and analysed using MAXQDA.

### 4.3.2 Results

The food delivery riders, for the most part, were not surprised by what was included in their data. However, two results stood out as unexpected and unsettling. The first was that for one freelance Foodora rider, the visualisation of the GPS data showed that he was tracked while travelling outside Austria. The person explained that he probably opened his app while abroad to book a shift for after he returned to Vienna. This finding was perceived as troublesome, but not necessarily surprising to the affected rider and other participants:

> Researcher: "*We discussed the data earlier this morning. Was there anything in there [in your data] that surprised you?"*
>
> Rider 2: "*I mean, it was definitely weird to see that they will also track just when you open the app. But was I surprised? Maybe not necessarily because you already suspected them to do this shit*."
>
> Rider 1: "*You expect the worst*"
> (FC delivery riders)

A second surprising finding was the level of detail of geolocation data collected by Wolt. In contrast to the Lieferando data, which included only the locations where deliveries are picked up and delivered, and the Foodora data, which included GPS locations recorded about every 30 seconds, the data recovered from Wolt had GPS locations recorded sometimes less than 10 seconds apart. The level of detail of the Wolt data was described as "wild" by one participant, especially when compared with the much more limited location data included in the Lieferando file.

Lastly, one participant was surprised that the Lieferando data contained *less* information than he had expected, as the following excerpt shows.

Researcher: "*Do you think you know what data they're collecting and how they use it?*"

[…]

Rider 1: "*It's more that we all assume some things. Like we assume that they track us every second where we are. […] I have heard this before, but I think it would be surprising to most Lieferando riders that they actually don't store every second where we are but only the locations of pick-up and drop-off. Because since they don't inform us clearly and transparently what they actually say. From us we just assume the worst."*

The (perceived) lack of transparency alluded to by Rider 1 was echoed by other participants, with none saying the platforms are transparent about how they collect and use data. Furthermore, participants of this focus group (FC delivery riders) and participants in the focus group with activists and trade union representatives (FC Activists) reported about rumours regarding the platforms' use of rider data. Some Arab riders suspect that the algorithm discriminates against them, based on the language setting of their phones. Another concern is that the platforms may use geolocation data to check if riders are participating in protests, as the following excerpt shows.

Researcher: "*I remember that some people were afraid that they would be tracked while participating in protests, demonstrations by Foodora. Do you feel that could be the case? Do you have your own experiences with that, and are you concerned about it?"*

Rider 3: "*Some riders in the chat group were writing uninstall the Fodera rider app before coming to the protest at least I would say 5 or so were openly worried about it and uninstalled the app or logged out or something to stop the tracking"*

Researcher: "*Okay, so there's concern about it, certainly. How do you feel about it?*"

Rider 2: "*I mean, generally, I think if you go to a bigger protest, I would go flight mode anyway; it's always a good tip to do some secure privacy things on your phone. I can very well imagine that they would track this for sure"*

Lastly, several participants were sceptical that the data they had received from the platform companies was all the data those companies collect. This scepticism was sometimes rooted in first-hand experiences with and knowledge of the companies' data collection practices. One rider recalled being shown by a superior the information on riders' delivery rates, delays, and waiting times. Another rider recalled being given access to a dataset tracking the average speed, waiting times and other performance data of all riders.

The analysis of drivers' awareness of what data platforms collect about them was different because it was not based on an analysis of copies of their own personal data. However, like the food delivery riders, the three taxi drivers were not surprised that the platform companies they cooperate with collect the types of payment, working time, and geolocation data presented to them in the Uber Driver "Data Experience" made available by the Digipower Academy. As one driver explained, all this information, including his past rides, the payment and the routes he took and more, is available to him in his Uber app.

To sum up, the delivery riders and taxi drivers interviewed seemed to be aware that most of the data they had recovered from the platforms through GDPR requests is being tracked. In this respect, it is important to note that the participants were not randomly selected and therefore cannot be considered a representative sample. In fact, it seems likely that those riders who requested their data, donated it to the research project and participated in the described events possess an above-

average interest in issues of data and data protection. Similarly, the taxi drivers, even though none of them had requested their data, possibly self-selected into the focus group because they are more interested in data protection and data use than the average driver. Thus, they were likely also already better informed about what data the platforms they work for collect.

Despite not being surprised by the content of their recovered data, the food delivery couriers generally did not perceive the platform companies as transparent and candid about their data collection and, in particular, the use of that data. They were also sceptical that the companies had shared with them all the data they collected. It is beyond the scope of this report to assess whether this scepticism is warranted and if the rumoured tracking of workers during protests or discrimination against specific groups occurs (although we found no evidence of the latter two). However, it seems clear that at least some riders have a very negative view of platform companies' collection and use of their data or, as one rider put it, they "*assume the worst*". The taxi drivers had a more nuanced view on platform companies' transparency, with two of them feeling rather well-informed, and the third one unsure about whether the platforms are candid about their data collection practices.

## 4.4 How do platforms' data collection practices impact workers?

Discussions with platform workers in the focus groups reveal a nuanced and complex picture of their views on companies' data collection practices. We grouped these views into three categories: critical, indifferent, and positive. However, most participants were not entirely critical, indifferent or welcoming regarding the platforms' collection and use of their data, but their views were mixed.

### 4.4.1 Critical views

Many food-delivery riders and taxi drivers in the focus groups expressed criticism of the platform companies' collection and use of worker data. One theme was their **feeling of constant surveillance**. For example, as alluded to above, some food delivery couriers suspect that their movement might be monitored to detect participation in protests or their attendance at Riders Collective events. Even when simply working, some riders described an uncomfortable feeling of constantly being monitored and their performance being scrutinized, as the following exchange illustrates:

> Researcher: "*Do you feel monitored during working hours?*"
>
> Rider 3: "*Yes, I feel that, for sure, when I am doing something of my own. Should I go and take a leak? […] There is something in my head that's saying, 'what would happen if someone is checking me right now? Should I do it or not?' I know, it will not have an impact, but still, it's a threat. Something could happen. I felt it, I know they are tracking.*"
>
> Researcher: "*So even though you feel that some tracking is justified, it's still something you think about when you are working.*"
>
> Rider 3: "*Yes.*"
>
> Rider 1: "*Definitely. It is uncomfortable to know that somebody is looking at the screen right now and [incomprehensible]. The thought, even if they don't store it, that I am being watched.*"
>
> Rider 2: "*And also, the thought of maybe they even have with the live access, live tracking, maybe they have a comparison chart of your average data. Because, for example, what I sometimes do if I am doing my last delivery and it's 20 minutes before my shift ends, then I am going a bit slower because I am thinking I am not going to risk ending my delivery 5 minutes before my shift is over and these [redacted] are giving me another one and then I have to work longer. And probably*

*then they are going to see now he has an average speed of 8 km per hour and usually he is going 15 so he is doing this on purpose. He is going slower on purpose. You definitely feel monitored in that sense.*"

A second and related theme was a **loss of autonomy due to micromanagement** by an algorithm, often based on erroneous information. Several riders explained how the algorithm instructed them to take overly long routes or to break traffic rules. However, if they disobeyed the instructions, there was a risk of being sanctioned by the platform, as the following exchange shows:

Rider 3: "*[What] is concerning [about the collected data] is in which direction the rider is going. Is it optimal to what they estimated? […]"*

Researcher: "*Going in a certain direction that concerns you, why?"*

Rider 3: "*Because I could choose which direction is better for me to deliver the food. But the computer is deciding upon the automated response from Google that this is the best direction. I could choose [a different route], but later if someone wants to blame me or something, then they will say 'why are you going in a different direction? You are just trying to waste our time by taking a longer route.' That could be one complaint.*"

Rider 1: "*On that riding in the wrong direction, I also want to add, knowing the city very well and having worked in this job for a long time, I know that the Google way is not the good way. Like, there are so many situations where the Google direction is wrong, and the rider who wants to do more orders will take another way because it's faster, and this then shows up as going against the order. […]"*

Rider 2: "*Often, also Google maps, for some reason, sends you a lot through parks, and actually, you are not allowed to cycle in these parks. They have signs saying specifically 'cycling forbidden'. And some of these parks, especially in the 18th and 19th district, they are big. And if you have to go around it, this app will, in the worst case, put you on pause."*

*[…]*

Rider 2: "*It's also ridiculous because you are being paid by delivery anyway. If you take a stupid route, it's your problem."*

Rider 1: "*Yeah, it's in your interest to find a better route."*

Similarly, one taxi driver explained that he used to work for a taxi company whose owner was able to see his live location and regularly call and ask him to drive to different locations to find more customers. The driver perceived this level of interference as annoying and often unfair, because the boss criticised him without knowing the circumstances, such as demanding a change in location just as the driver had finally made it to the front of the line at a taxi stand.

Importantly, many platform workers did not object to the use of location data in general because they saw it as necessary for providing the service. However, they felt that too much data was being collected, and that this data was accessible to too many people and stored for longer than necessary. Thus, the third theme was criticism of the **excessiveness of data collection, storage and sharing by the companies**. This criticism was in part based on the different amounts of data collected and stored by the platforms, as the following statements illustrate.

Rider 1: "*The storing of data that is necessary is fine, obviously. But this comparison between the companies shows clearly what data is actually not necessary [to store] because some companies do not store [detailed location data] and others do and claim that it's necessary. It is very obviously*

*possible to run a company, doing exactly the same thing [as the other companies] without storing the location data.*"

For two participants, the feeling of being monitored was also linked to the fact that they had seen or been given access to live tracking information of riders at the platforms where they worked or had previously worked, as the following excerpt shows.

Rider 3: "*I think it's absolutely allowed for the companies to track for real-time usage. But some managers should not be able to, just like that, click and access where this guy is riding. [Such access] should not be given, at least not to everyone.* […]

*Tracking is fine, but the data should not be stored. You see them in real time, use it for your algorithm, use it for whatever, and then the data should be destroyed. It should not be stored anywhere. GPS location data and app usage, how you are clicking on the app, it should not be tied to my name, and it should not be accessible for anyone later in time to come and monitor me.*

*It's extremely intrusive, it should not be stored. [The] rest is fine.*"

Researcher: "*I hear a couple of points, […] there is a certain amount of data a company needs to operate, so there is a justification for some data, but there is also concern about how long this data is being stored and whether it is linked to my name or being anonymised. And then, what you were saying, there is also the question of who can access my data? So, it makes a difference if it's one person in the company and it's somewhere in the company's basement or whether a lot of people can access it and go back and look at it.*"

Rider 1: "*I definitely have seen data that me, in my position, I should not have been able to see."* […]

Rider 3: "*I can confirm that. Like you, I was able to see for some time [real-time location data of other riders]. Anyone above me was able to see [that data as well].*"

Rider 1: "*They can always see more.*"

Rider 3: "*Yeah, even more. […] Why would you need to give that access to everyone? It should be one person who is managing you, who could have real-time access for several reasons, [like] safety reasons, but no one else should be seeing it. It's too intrusive.*"

Similar views were raised by taxi drivers who had no problem with location data being collected and stored short-term, for example, for three months. However, storing data long-term or selling it to third parties was viewed as problematic. As one driver said, "I don't know why they need to know where I was 10 years ago".

### 4.4.2 Indifferent views

As shown in the last excerpt, not all data processing was viewed negatively. Indeed, most participants were indifferent to some tracking because they recognised that the collection of some data, including location data is simply necessary for the apps to function. Without live location data, the platform would be unaware of the whereabouts of drivers or riders and thus unable to allocate orders. Consequently, they found a certain level of data collection and tracking acceptable. For others, indifference stemmed from a sense of resignation and acceptance that having one's personal data collected by (international) companies was unavoidable, rendering any resistance futile. This attitude was captured well by one rider in the following statement:

Rider 2: "*What I have to say is maybe I'm also a bit numbed by now, living for years, almost centuries, in this digital data mining kind of environment. I use all the social media. I was trying to be aware for a while, but it's constantly happening that I have a conversation with somebody, and*

*the next day I get the YouTube ads exactly about this kind of products or this kind of stuff, so we expect anyway to be tracked everywhere.*

*I was surprised by the accuracy of the Wolt [data] as well. I think it's not so much about completely freaking out about it but rather I'm trying to think how we can use it*."

Rider 2 does not welcome the fact that Wolt is collecting highly detailed location information on riders; however, the daily experience of having one's data collected has made them "numb" to this practice. Furthermore, rather than "freaking out about it" they consider options to use this data for their own benefit. As such, this statement includes positive views as well, which will be discussed next.

### 4.4.3 Positive views

Positive aspects of the data collected by platforms about them were mentioned by participants in both groups and related mostly to how the collected data can be used by workers for their own benefit. For example, one former food delivery rider explained how he tried to use his own data to optimise his own behaviour (FC activists). Similarly, an Uber driver spoke positively about live updates in the Uber app, informing him about places with high demand for drivers (FC taxi drivers).

One bicycle courier said the data could be used for "fun" things like creating the kinds of movement maps presented to riders in the Sense-Making Workshop. Riders also mentioned that the data collected by the platforms could be used in conflicts or even litigation against them. One rider suggested that such data could be used to prove one's innocence when the company accuses them of stealing food. Another suspected the company tracked them outside their working hours and felt that having this data could be useful if they decided to sue the company for doing so. Despite these advantages, most riders would rather not have this data collected and stored in the first place. However, since it already exists, they would use it for their own ends. As one rider said:

Rider 1: "*It [the data] shouldn't be there. But if it's there, I will look at it.*"

Taxi drivers also found that the data collected by the platforms could be useful. One taxi driver using the Uber app described the tracking of drives with and without customers as useful evidence to show the tax authorities that he did not work undeclared, which had been more difficult to demonstrate in the past. However, another driver was more sceptical about the benefits of having one's movement data recorded, as the following excerpt suggests.

Driver 1: "*I would say that empty trips would also be proof for the tax office. In the past, the tax office asked us to estimate the number of kilometres we drove for business purposes. Oh, we can't say that half of them are private kilometres or empty kilometres, we can't prove that. And now, with this, you can prove that maybe almost half are empty kilometres, that's proof."*

Driver 3: "*Yes, it's a matter of attitude, it's a question of how you want it."*

Driver 1: "*I'd say it's an advantage."*

Researcher: "*For you, the data is very helpful."*

Driver 1: "*I feel good, now you can't hide it* [working undeclared]."

Another driver working with a traditional radio dispatch, Taxi 40 100, mentioned that detailed tracking enabled him to prove his innocence when an intoxicated customer falsely complained about him taking a detour to inflate the fare. An additional argument in favour of GPS tracking and app/card payments was that it made the work of taxi drivers safer by reducing the risk of robberies and assisting the police in locating stolen cars:

Driver 3: "*When you press the alarm today, they know exactly where you are, down to the meter. And things like that, the technology is really great. And muggings have gone down too, because nowadays people know that you can track them and find out exactly where they are, and [customers] often pay cashless. I know of a case where a colleague's car was stolen, and he called the police and said, "I can see where my car is on my cell phone, can you please follow it and stop them?"*

However, as mentioned at the start of the section, most workers had complex views and even the drivers who saw benefits in tracking questioned why movement and other data should be stored for months and years. A recurring sentiment among both groups was that the collection, use and storage of data should be strictly limited to what is necessary for providing a service, i.e. the delivery of food or transporting customers.

### 4.4.4 Regulatory needs and collective bargaining

Lastly, the focus group participants were asked if they saw a need for further regulations to limit the collection and use of their data by platform companies and what role they envisioned for trade unions and collective bargaining in this respect.

Apart from demands to limit the storage and sharing of data, one complaint from riders was that there is no independent authority in charge of auditing the platforms' collection and use of their data, which means they have to trust the information the company itself provides. In this regard, the Data Protection Authority was perceived as a 'paper tiger'; an institution that can help individuals with their GDPR requests, but lacks the ability to verify whether the responses by the companies are complete and truthful. Some riders were also aware that companies legally require the consent of the works council to collect location data on workers but lamented that the ride-hailing platforms ignored this law. Furthermore, they pointed out that the larger number of free service providers is not covered by such agreements.

For taxi drivers, this data protection is not a primary concern; they suggested that there are more pressing concerns, such as fare prices, which should be addressed first.

# 5. The implementation of the collective agreements in the platform economy

Lastly, we turn to the implementation of collective agreements. First, we describe the strategies by trade unions and employer groups to implement, monitor and enforce these agreements. The second section explores, based on worker data and evidence from focus groups and interviews, whether the agreements discussed in this report were implemented correctly and, more generally, to what extent such an implementation analysis is possible based on the worker data donated to us. Finally, we discuss what challenges exist for social partners regarding the implementation of said agreements.

## 5.1 What strategies are used by activists, trade unions and employers for implementing negotiated agreements in the platform economy?

Control over the implementation of collective and company-level agreements in Austria rests on several pillars. A key role is assigned to works councils, which are tasked by § 89 of the Labour Constitution Act with monitoring compliance with collective and company-level agreements. To this end, works councils have extensive rights to request information from the company owner, including the information on employees' pay and the data necessary to calculate their pay, as well as working time, attendance, and annual leave records (§ 89 (2) ArbVG). As one former works council member at Mjam explained (FC Activists), these powers make it rather easy for worker representatives to monitor compliance with relevant negotiated agreements.

The collective agreement for bicycle couriers also includes an arbitration clause to address disagreements related to the interpretation of the agreement (Art. III (4)). Accordingly, any disputes arising from the interpretation of the agreement should be addressed by an arbitration committee consisting of five members: two representatives each for the two sides that negotiated the agreement and a chairperson with relevant legal expertise. To our knowledge, this arbitration clause has not yet been used.

The powers of works councils to enforce the implementation of company-level agreements depend on the type of agreement (Felten & Preiss, § 97, 2020, p. 268). As described in Chapter 3, these powers are, at least theoretically, quite extensive with respect to the types of agreements covered in this report. Specifically, company owners require the consent of the works council in the form of a company-level agreement to introduce monitoring measures, such as the collection of GPS data, which affect workers' human dignity (§96 ArbVG), and the works council's consent or a ruling by an arbitration board if they wish to introduce certain automatic data collection tools (§96a ArbVG). Measures introduced without consent are illegal, and works councils, as well as individual workers, have the right to sue the company to stop them (*Unterlassungsanspruch*) (Felten & Preiss, § 96, 2020, p. 187; Felten & Preiss, § 96a, 2020, p. 234). Thus, a works council can initiate legal

proceedings against a company that uses any such measures that are not covered by a company-level agreement or that are being used in a way not foreseen by the agreement.

The provisions of collective agreements in Austria are legally binding, and all workers covered by their agreement can have their claims, for example, at least to the minimum wage, as specified in the agreement, which is enforced by the labour and social courts (*Arbeits- und Sozialgericht*) (Pfeil, 2020, p. 191) The Chamber of Labour and trade unions support individuals in claiming their rights. The Chamber of Labour operates a free legal counselling service on matters of employment law for all employees and free service providers working in Austria.[64] The unions offer legal counselling and more extensive legal support to their members.[65]

On the employer side, the Chamber of Commerce operates an online database with information on all collective agreements in Austria, organised by federal state and industry, as a service to its members.[66] Aside from assisting companies in finding applicable agreements, we are not aware of the Chamber of Commerce or other employer groups actively working on monitoring or trying to enforce the implementation of collective agreements.

## 5.2 Are the collective agreements negotiated in the delivery and ride-hailing platforms being implemented correctly?

The following section outlines how we used the data donated by workers to test provisions of the sectoral collective agreement for riders, which applied to both Foodora and Lieferando, as well as the company-level agreement that was in force at Foodora (Mjam) between February 2020 and December 2021. The specific provisions that could be tested depended on the data collected by the platforms and made available by the riders. This section primarily demonstrates the type of data required for testing, how these tests can be implemented, and, where possible, presents the results of our analysis of compliance with each provision from the limited data obtained. More broadly, it illustrates how data requests, combined with relatively straightforward data analysis using R and other open-source tools, can strengthen compliance monitoring by social partners and labour rights groups.

To test the implementation of the collective agreement, we utilised data donated by three individuals who worked as employed riders at Foodora (Mjam) and Lieferando and agreed to have their data analysed. Regarding Foodora's company-level agreement, we did not receive any data from a person covered by it, i.e. an employed rider working for Foodora in Vienna from early 2020 to the end of 2021. This means that we cannot directly test if the agreement was correctly implemented. Instead, we use data from Foodora riders employed by the company in other places and/or at other times to demonstrate that, if the same data were to be collected about individuals covered by the agreement, it could be used to test the agreement's implementation.

64 https://wien.arbeiterkammer.at/kontakt-arbeitsrecht

65 https://www.vida.at/de/vorteile/recht

66 https://www.wko.at/wien/kollektivvertraege

### 5.2.1 Collective agreement for bicycle couriers

The first two columns of Table 3 summarise the testable provisions of the collective agreement for bicycle couriers and how they were operationalised. The third and fourth columns indicate whether compliance with these provisions can be tested using the three datasets provided by employed riders at Lieferando and Foodora.

**Table 3: Testable provisions of the collective agreement for bicycle couriers**

| Provision | Operationalisation | Testable with donated data? | |
|---|---|---|---|
| | | Lieferando | Foodora |
| Art. VI, 1: The regular weekly working time is 40 hours, and it should not exceed this average over a 52-week period. | For any given week in the dataset, does the average weekly working time over the preceding 52 weeks stay at or below 40 hours? | **Yes** *(using shift data)* | **Yes** *(using shift data)* |
| Art. VI, 2.1: The maximum weekly working time is 48 hours | Is there any calendar week in the dataset where the working time exceeds 48 hours? | | |
| Art. VI, 2.1: The maximum daily working time is 10 hours | Does any individual day in the dataset exceed 10 hours of working time? | | |
| Art. VI, 5a: Riders must have 11 hours of uninterrupted rest after the end of the daily working time. | Is there a daily rest period of at least 11 uninterrupted hours following the end of the daily working time? | | |
| Art. VI, 5b: Riders must have an uninterrupted rest period of 36 hours in each calendar week | Does each calendar week include an uninterrupted rest period of at least 36 hours? | | |
| Kilometre allowance: €0.24 per km for private bicycle use | Is a kilometre allowance of €0.24 per km provided for the use of a private bicycle in a delivery? (Delivery start to end) | ***No*** *(insufficient data)* | **Yes** *(using geolocation, delivery and payment data)* |

#### Provisions on working hours, breaks and rest periods

Testing compliance with the provisions on working hours, breaks and rest periods requires information on when and for how long individuals worked and took breaks. The datasets donated by riders (formerly) employed by Foodora and Lieferando contained the required information in the form of data on (planned and actual) start and end times of shifts and break periods during their period of employment. Where both planned and actual start and end times were available, we used the earliest start time and the latest end time to ensure the most comprehensive measure of working hours.

Working time was defined as the total elapsed time between the recorded start and end times of each shift.[67] Shifts that were scheduled but not actually worked (e.g., cancellations or no-shows) were excluded from the analysis to ensure an accurate representation of actual working hours. This duration calculation was then used to evaluate the working hour regulations by summing them up by day, week, and month. To assess compliance with Art. VI, 1, we iterated over each week in the dataset and calculated the average weekly working time over the preceding 52 weeks (including the current week). We then checked whether this rolling average ever exceeded the 40-hour threshold.

Art. VI, 5a and 5b, mandate the calculation of rest periods between shifts. We defined a rest period as any time during which the worker is not engaged in a shift. For subsection 5a, we tested whether workers had at least 11 hours of uninterrupted rest between the end of one day's work and the start of the next. This was done by identifying the latest shift end time each day, comparing it to the earliest shift start time on the following day, and flagging any instances where the gap between the two was less than 11 hours. For subsection 5b, we assessed whether each calendar week included at least one uninterrupted rest period of 36 hours. To carry out this test, we summed rest periods within each calendar week, adjusted any rest periods crossing week boundaries so that all values fell within a single week, and then checked whether any rest period in each week met or exceeded the 36-hour threshold.

Our analysis of the data provided to us by these three riders identified no major issues with Foodora or Lieferando's compliance with the provisions on working hours, breaks and rest periods. The only minor deviation was a single week in which one worker's uninterrupted rest period fell slightly short of the 36-hour requirement, missing the threshold by less than one hour.

**Kilometre allowance**

Analysing compliance with the kilometre allowance provision requires information on the distance travelled for each delivery and the kilometre fee paid by the platform for these deliveries. The Foodora data donated to us contained information on the time and location where the rider accepted the order and where they picked it up for every delivery, as well as detailed geolocation data, but lacked data on the rider's location at the time the order was dropped off. Thus, to measure the trip distance, we estimated the drop-off location by taking the recorded drop-off timestamp and iteratively comparing it to all GPS pings within 60 seconds of the drop-off time, selecting the geolocation point with the closest timestamp. This allowed us to reconstruct location data for all key points of each trip. For the Lieferando worker, we lacked data on both kilometre fees and the rider's location at the time of order acceptance, and there was insufficient information to infer acceptance locations based on timestamps. It was therefore not possible to conduct this analysis for the Lieferando rider.

With the key points of each journey identified in the Foodora dataset, we now needed to accurately route the riders' movement. Straight-line distances or car-based navigation methods would have been inadequate for this purpose. Instead, we applied cycling-based routing using the *sustainability transport* package in R, which draws on OpenStreetMap (OSM) data and generates realistic cyclist routes through the Open Source Routing Machine (OSRM).[68] We obtained permission from one rider

67 Foodora's timestamps were originally recorded in Coordinated Universal Time (UTC) and were converted to Central European Time (CET) using the lubridate package in R to ensure consistency with local time. Lieferando's data did not include explicit time zone information. However, based on patterns in the data, such as unusually early shift start times when interpreted as local time, it was more consistent to assume the timestamps were recorded in UTC. Hence, Lieferando data was converted to UTC as well.

68 https://cran.r-project.org/web/packages/stplanr/index.html

to route a limited portion of their data through the OSRM server, which can be used for small-scale non-commercial purposes.[69] We opted for this approach to ensure the data would not be subject to processing by third-party commercial services. Moreover, if a social partner wished to scale this method, it would be possible to host a private instance of OSRM, enabling large-scale data analysis while maintaining enhanced privacy. Additionally, Mapbox, one of the leading commercial mapping and location data services, is widely used by platform delivery companies, with Foodora's parent companies listed as commercial clients. Therefore, using OSRM-based routing allows for closer alignment with the geographic databases likely used by the companies' internal systems.

Once travel distances were estimated using OSRM, we calculated the total kilometres covered during the relevant time by combining the distance estimates with payment data and assessed the corresponding kilometre allowance payments made to the rider. As noted above, only a limited amount of data, one day's worth of activity, was routed and measured using the OSRM API, with the explicit permission of the rider. For this day, the kilometre allowance per kilometre travelled was at €0.27 per km, which exceeded the minimum requirement of €0.24 per km.

**Other issues**

One former works council member involved in the negotiation of the collective agreement for riders pointed to a weakness in the agreement regarding the calculation of the regular weekly working time, which determines when overtime work occurs and, hence, when overtime supplements must be paid. According to Art. IV, 2.5 of the collective agreement, the specifics of how the weekly working time is calculated must be agreed in a company-level agreement *or* an individual agreement between the company and the rider without declaring a hierarchy between the two. This means that companies can make individual agreements with different rules with their workers, even if there is a company-level agreement. This multitude of rules makes it impossible for works council members to understand which rules apply to whom and to ensure that all riders are paid the correct overtime supplement (FC Activist). Another activist stated that Foodora was using only free service providers during times when regular employees were entitled to wage supplements, like at night, on Sundays, and on public holidays. (FC Activist).

### 5.2.2 Company agreement at Mjam (Foodora)

Table 4 shows the testable provisions of Mjam's company-level agreement on the collection and use of workers' personal data and their operationalisation. The provisions were tested using datasets donated by two riders (formerly) employed by Mjam. As stated above, these individuals were not covered by the agreement, which was in force only for a limited period and only in Vienna. Thus, the analysis below does not test Mjam's compliance with the agreement. Instead, it serves to demonstrate which of the agreement's provisions are testable with the data collected by the company and provided in response to GDPR requests and how such an analysis could be conducted on future agreements or in other industrial agreements or regulations.

[69] https://fossgis.de/arbeitsgruppen/osm-server/nutzungsbedingungen/

**Table 4: Testable provisions of the company-level agreement at Mjam (Foodora) from 2021-2022**

| Provision | Operationalisation |
|---|---|
| GPS data shall be collected only during shifts (§4(3)) | Does the recovered data include any geolocation data that was collected outside of the period delineated by the shift start and the end of the shift or the last delivery of that day? |
| GPS data shall be recorded once per minute (§4(3)) | Does the recovered data include any geolocation data that was recorded less than 60 seconds apart? |
| GPS data shall be anonymised after one month (§7(3)) | Does the recovered data include any geolocation data that was recorded<br>- more than one month before a GDPR request was processed OR<br>- more than one month before the most recent information in the same dataset was collected? |
| GPS data shall be deleted after six months (§7(3)) | Does the recovered data include any geolocation data that was recorded<br>- more than six months before a GDPR request was processed OR<br>- more than six months before the most recent information in the same dataset was collected? |

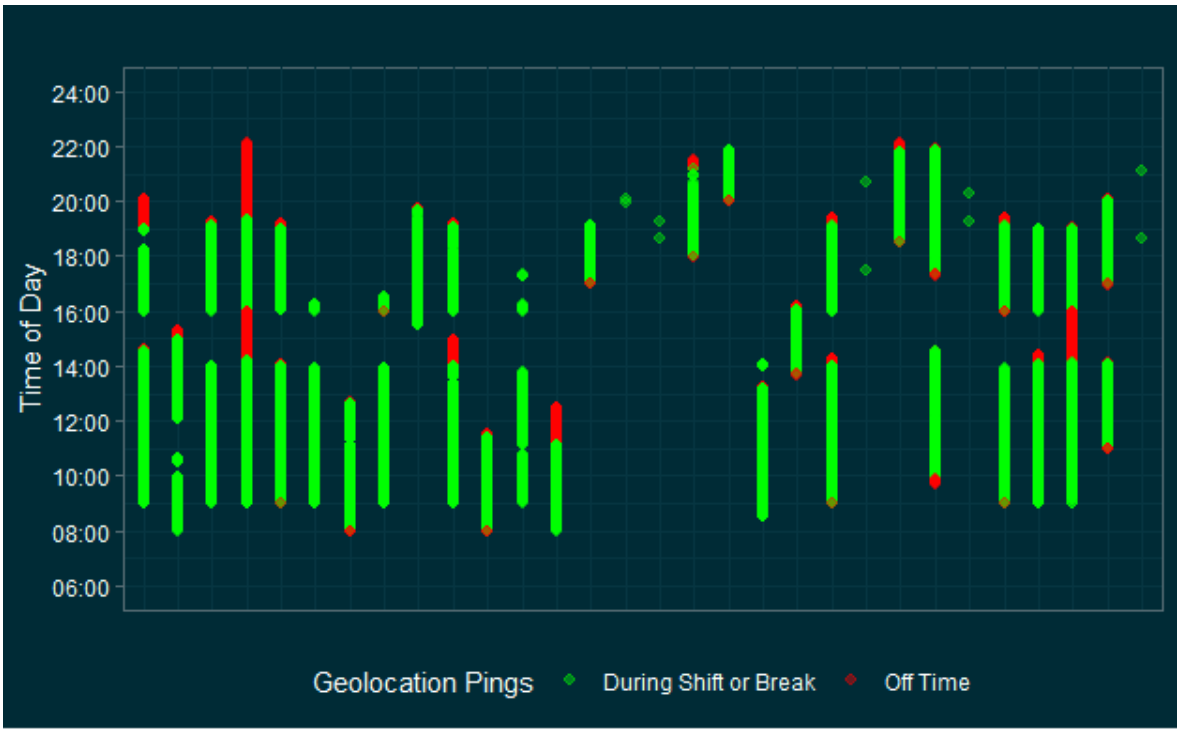
**Collection of geolocation data outside of working hours**

Mjam's company-level agreement for Vienna stated that GPS data can only be collected during a period delimited by the start of a shift booked in Rooster (the shift assignment system used by the company) and must end either when the shift ends or after the completion of the last order. The data collection must also end if the rider logs out of the app.

To test whether geolocation data was collected outside of work shifts, we checked whether the timestamp of each GPS ping fell within the recorded start and end times of each rider's shifts. As noted above, to ensure the most comprehensive measure of working time, we defined the start time as the earliest of the actual or planned start times, and the end time as the latest of the actual or planned end times. We conducted the analysis by iterating through the dataset and, for each recorded GPS ping, determining whether it fell within the start and end times of any shift (excluding cancelled or no-show shifts) or within a scheduled break period. Each ping was then marked as occurring either during working hours (inside a shift or break) or outside of them.

While most GPS pings occurred during established working hours, a substantial portion (10.23 percent across both Foodora workers) took place outside of these times. Figure 7 visualises this phenomenon. Each circle represents one recorded geolocation within a given day. To safeguard the privacy of the data donors, we used data from 15 randomly selected days from two riders, presented in a random order; however, the timing of the pings within each day was preserved. Location data collected during working hours, in accordance with the 2021–2022 company agreement, is shown in green, while data collected outside of working hours is shown in red. The vertical (y) axis indicates the time of day the GPS ping was recorded, and the horizontal (x) axis displays the randomly ordered days. Data points collected at high frequency appear as continuous lines in the chart. As shown in Figure 2, most red circles appear at the beginning or end of green lines, indicating that data was recorded shortly before or after a shift.

**Figure 7: Geolocation data collected within and outside working times**




The data analysis thus suggests that Foodora recorded geolocation data at times when workers were not on a shift, that is, outside of working hours. This would indicate a case of non-adherence to the company-level agreement had these workers been covered by it. However, it is important to note that none of the data analysed came from workers who were formally covered by this agreement. The simplest explanation seems to be that internal systems experience delays in activating or deactivating the tracking function, as suggested by the patterns shown in Figure 7, where tracking appears to begin shortly before the start of shifts and continue slightly after their end. However, without further information, this explanation remains purely speculative.

**Frequency of geolocation data collection**

According to the agreement, GPS data should be collected no more than once per minute. This provision was likely intended to limit the frequency of data collection and, in turn, reduce the potential for detailed tracking of workers. To test compliance, we examined whether the data donated by riders contained geolocation pings with timestamps less than 60 seconds after the preceding timestamp. We first arranged the geolocation data in chronological order based on their timestamps. We then calculated the time difference (in seconds) between each ping and the one immediately preceding it. If the time difference was less than 60 seconds since the last ping had occurred, we flagged the ping. This procedure was applied to both worker datasets. We found that data from both workers included GPS pings recorded less than one minute apart. Thus, the donated data suggests that, had these workers been covered by the company-level agreement, the frequency of geolocation data collection could have constituted non-adherence to the company-level agreement.

**Anonymisation and deletion of geolocation data**

Mjam's agreement contained clear provisions on the storage of geolocation data: such data should be anonymised after one month and deleted after six months. Anonymisation, in the context of the GDPR, means that it should no longer be possible to link the data to the individual from whom it was

collected.[70] Such data is no longer personal data and should not be included in responses to subject access or data portability requests. It is impossible to provide individuals with their personal data after it has been properly anonymised because the anonymisation process, by definition, makes it technically impossible to link the anonymised data to the person it belongs to. Conversely, any data recovered through GDPR requests was not anonymised (or deleted).

Since the geolocation data in the datasets recovered by Foodora riders is timestamped, compliance with the anonymisation and deletion requirements can thus be tested by analysing if any of the geolocation data was respectively collected more than one month (anonymisation) or six months (deletion) prior to the date the subject access or data portability request was processed. Alternatively, if the processing date of the request is unknown, it can be tested if the geolocation had been recorded more than one or six months prior to any other data included in the dataset, because, logically, all information in the dataset must have been collected before the GDPR request was processed.

Both datasets donated to us included detailed geolocation data collected more than six months earlier than the earliest data included in the same dataset. Thus, in this case as well, the data appears to indicate non-adherence to the company-level agreement, had these workers been covered by it.

### 5.2.3 Collective agreement for taxi drivers

The lack of data donations from employed taxi drivers driving customers referred by online platforms prevents us from empirically exploring how far such data can be used to assess the implementation of the collective agreement for taxi drivers. However, some theoretical considerations are possible, which suggest that any such data would be of limited value because it describes the relationship between the driver and one intermediary – a relationship that is not governed by the collective agreement – rather than the relationship between the driver and their employer, and thus paints an incomplete picture of the driver's earnings, work and rest times.

The first problem is that any payment data recovered by a driver from a platform is likely to include not more than the amount paid by the customer for each drive, the amount transferred to the driver's employer, i.e. the taxi company cooperating with the platform, and tips paid by customers that may directly go to the driver. In contrast, the data will not include information on the driver's salary because it is paid out by the taxi company, and the platform should not have information on when or how much the driver earns. Therefore, personal data recovered from platforms cannot be used to test if taxi drivers are paid in accordance with the collective agreement.

With respect to working hours and rest periods, data from platforms may be used to detect violations, for example, if the data indicates that a driver drove for more than the permitted nine hours between two rest periods or more than the permitted 60 hours per week. However, taxi drivers do not necessarily drive for one platform (Geyer, Prinz, & Bilitza, 2024). While some may do so, others will also drive customers referred to by other intermediaries ('multi-apping') or picked up on the street or at taxi stands. This means that any working time data recorded by one platform will underreport actual working hours for all drivers who do not work exclusively through that platform. Consequently, such data may only reflect a (small) portion of all working time violations.

70 According to paragraph 26 of the GDPR's preamble, anonymised data is 'information which does not relate to an identified or identifiable natural person or to personal data rendered anonymous in such a manner that the data subject is not or no longer identifiable.'

## 5.3 What are the challenges faced by social partners in implementing negotiated agreements?

The results presented in the last section (5.2) demonstrate that the primary issue in the Austrian food delivery industry is not non-compliance with the collective agreement for bicycle delivery couriers, or even with the company-level agreement on the use of worker data at Mjam. Instead, we identify two interrelated challenges for worker organisations. The first challenge is to negotiate company-level agreements on the collection of worker data in the first place. As described in Chapter 3, works councils legally must provide their consent through a company-level agreement to any monitoring measures that affect workers' human dignity, like the collection of GPS data. However, the works council at Mjam (Foodora) only had an agreement in place from 2020 to 2021, which was not extended by the company, and the negotiations between Lieferando and its works council never resulted in an agreement.

The second, and more fundamental, challenge for workers and trade unions is that food delivery platforms can circumvent Austria's system of collective and company-level agreements entirely by working with free service providers, like all three major food delivery companies now (overwhelmingly) do (see also Baumgartner & Walasinski, 2025). The evidence presented in Chapter 3 suggests that the companies' having this option weakens workers' and unions' position in both the implementation and negotiation of agreements. Once an agreement enters into force, the companies can simply evade it by firing their employees and re-hiring them as free-service providers, which Lieferando said it would do. However, even during the negotiation of any agreement, the Damocles sword of a shift to free service providers is arguably always present, even though (former) works council representatives from both companies argued that one must ignore that possibility if one wants to represent riders effectively. Lastly, in a competitive environment like the Austrian food delivery market, companies may not be able to offer regular employment contracts over the long term if all competitors work with less costly freelancers, as Lieferando had argued for some time before the company made the switch itself.

As a consequence of these two challenges, only a tiny share of riders in Austria – the estimated 10% of Foodora riders working with regular employment contracts – are presently covered by the collective agreement for bicycle delivery couriers and even those are not currently covered by the company-level agreement regulating what GPS data can and cannot be collected about them.

The situation is different in the ride-hailing industry, where drivers using ride-hailing platforms are either employees of fleet partners (taxi companies) and as such covered by the taxi industry's collective agreement, or 'true' self-employed individuals. We heard no evidence of non-compliance with the taxi industry agreement in interviews with drivers, the Chamber of Commerce, and the trade union vida. However, a central concern in the industry is undeclared work (see the interview with vida), which some view as proliferating among Bolt drivers (Swaton, 2024) and which can be viewed as a violation of the collective agreement. At the same time, taxi drivers suggested that platform companies' data collection should indeed make it easier for the tax authorities to detect undeclared work (FC taxi drivers). Exploring the relationship between the rise of ride-hailing platforms and undeclared work is thus recommended as an area of further research with high policy relevance.

# 6. Conclusions and recommendations

***Conclusions***

This report explores collective bargaining in the platform-mediated food delivery and ride-hailing industry in Austria, as well as the collection and use of workers' personal data by platforms and its effect on workers by combining several research methods.

Desk research and a mapping exercise were used to describe the Austrian collective bargaining system and collective agreements at the industry and company levels in the food delivery and ride-hailing (taxi) industry. Additional information from a focus group and interviews with activists and social partners were used to explore workers' and platforms' strategies for (not) negotiating such agreements. As a methodological innovation, data recovered by workers from platforms through GDPR requests and donated to the researchers was used to analyse the implementation of negotiated agreements in the food delivery industry. Furthermore, Sense-Making Workshops and Focus Groups with platform workers were organised to collectively make sense of what data the companies gather about them, understand to what extent the workers are aware of the platforms' data collection practices and how these practices affect them.

*Negotiating and implementing collective agreements on platform workers' pay and working conditions, including the collection and use of personal data*

We find that activists and trade unions in Austria try to integrate the platforms into the existing industrial relations and regulatory frameworks, while the platforms often try to circumvent or evade those systems to gain a competitive advantage. Thereby, trade unions and activists employ a full repertoire of tactics such as consensus-oriented negotiations, media outreach, strikes and protests, but also creative forms of protest like turning their GPS off during shifts.

Unions in both industries were successful insofar as they negotiated collective agreements establishing minimum pay and working conditions for taxi drivers and bicycle couriers. However, these agreements only help a limited number of platform workers because they cover only regular employees. This allows platforms to evade the agreement by working with free service providers or the self-employed. Until now, all of Lieferando's and about 10% of Foodora's riders were covered by the collective agreement for bicycle couriers. Most of the riders working for Wolt and Foodora are free service providers who are not covered. With Lieferando's decision to fire its employed riders and only use free service providers, only a small number of employed Foodora riders will continue to benefit from the agreement and works council representation. In the ride-hailing industry, only drivers employed by a taxi company cooperating with Uber or Bolt are covered by the collective agreement for taxi drivers, while self-employed drivers are not.

Similarly, works councils have strong legal powers to regulate certain forms of monitoring workers. The collection of workers' location data without the works council's approval in the form of a company agreement is generally presumed to be illegal. However, works councils only represent regular

employees, which means that they have no (legal) power to influence what data is collected about free service providers. Moreover, our analysis found that the works councils at Lieferando and Foodora even struggled to negotiate company agreements on the use of *employed* workers' location data, even though the collection of such information without an agreement appears to be illegal. In the ride-hailing industry, there are no works councils at either the platforms or the taxi companies cooperating with them. If there were, it is possible that taxi companies would need their works council's approval to permit the collection of GPS data on their employees by the platforms, but more research is required on this question.

Our analysis of two riders' datasets indicates that at least in their cases, Lieferando and Foodora complied with the collective agreement's rules on working and rest times, and that Foodora paid at least the kilometre fee specified in the agreement. Furthermore, (former) works council members at the two companies reported no major problems with the platforms not complying with the collective agreement for bicycle couriers. The implementation of Mjam's company agreement on the use of GPS data could not be directly tested because we had no data from the workers covered by the agreement. However, using data from two (formerly) employed Foodora riders, we demonstrated that the data collected by the company could, in theory, be used to test such compliance. Specifically, our analysis found that with respect to those two riders, Foodora did not comply with several of the agreement's rules: GPS data was collected outside of working hours, it was not anonymised or deleted after six months, and the frequency with which the data was collected has higher than stipulated by the agreement.

The implementation analysis indicates that the primary challenge for trade unions in Austria is not that platform companies do not comply with collective agreements. Rather, it is that platform companies can easily side-step those agreements and the strong powers of works councils by working with free service providers and self-employed individuals.

*The collection of worker data, workers' awareness, and its effects on their well-being*

Our analysis of donated worker data found that all food delivery companies collected a basic set of contractual and working time information, as well as location data and information on deliveries. However, the scope and the level of detail of the location data stored vary significantly. Furthermore, Lieferando and Foodora's data included some performance data, while Wolt's did not. Information on algorithmic decision-making was limited, with only Uber and Wolt offering relatively detailed disclosures in public documents. Foodora claimed that the GDPR's information rights under Art. 22 do not apply because algorithms are mostly used for decisions that have no "legal or similar significant effect".

The majority of the delivery riders and taxi drivers interviewed for the project were aware that most of the data they received in response to their GDPR requests is being collected by the platform, but they were surprised by the lack of detail in Wolt's location data or the fact that some Foodora riders seem to have been tracked outside their working hours. However, this finding does not necessarily mean that most platform workers are aware of all the data that the platform companies collect for several reasons. The platform workers interviewed self-selected into requesting their data and participating in the research project, which may indicate an above-average interest in data protection issues. Furthermore, the delivery couriers were highly sceptical about the platforms' transparency and doubtful that the companies had shared with them all the data they collected. It is beyond the scope of this report to assess this suspicion. However, the fact that some workers received additional

data only after having filed a complaint with the Data Protection Authority suggests that at least some companies may not (initially) respond comprehensively to GDPR requests.

The focus groups indicated that platform workers have a nuanced view of the platforms' collection and use of their data. Several workers expressed critical opinions, reporting that the live tracking of their position leads to a constant feeling of surveillance and a loss of autonomy and frustration when the algorithm prescribes overly long or illegal routes. On the other hand, one taxi driver welcomed the automated tracking of rides by Uber because it helps him show tax authorities that he is not working undeclared. Other workers suggested that the data collected by the platform could be used as evidence when accused of improper behaviour, like stealing food or taking detours. One worker even suggested the data could be used in litigation against the platform itself. At a general level, most workers agreed that the platforms need to collect some data, including location data, to operate. However, they also criticised what was perceived as excessive data collection, storage and sharing in some instances. In their view, data should only be collected, stored and accessed based on what is needed to provide the service, i.e. delivering food or passengers.

Those findings align with some previous research on food delivery riders in Austria, and they indicate that more than half of the riders feel monitored by their platforms while working (Geyer & Prinz, 2022) and that some riders are critical of the platforms' tracking their movements while others view this practice as unproblematic (Griesser, et al., 2023; Aschauer, Obenholzer, Steibler, & Stadler, 2023).

A central complaint from bicycle couriers was that they currently must place blind trust in the accuracy and completeness of the information provided by the platform companies, and that there is no independent organisation with a mandate to audit the companies' use of worker data. Lastly, one interesting finding from organising Data Recovery Workshops for delivery riders and taxi drivers is that many are very hesitant to exercise their GDPR rights to find out about the platform companies' collection and use of their data. While for some, this hesitance seems to stem from their lack of interest, for others, particularly more vulnerable workers, it seems driven by their fear of repercussions from the platform or the discovery of undeclared work by tax authorities.

***Recommendations***

Our findings highlight two central problems that should be addressed to improve collective bargaining and data protection for platform workers in Austria. The first problem is the role of free service providers in the food delivery sector. As it stands, it is too easy for food delivery platforms to opt out of the collective agreement and workplace representation for riders by working with free service providers. Moreover, the example of Lieferando suggests that even when companies try 'to do the right thing' and work with regular employees, they may be forced to eventually switch to free service providers to remain cost-competitive with other platforms. There are at least two, not mutually exclusive, ways to address this problem. The first, suggested by the ÖGB and the Chamber of Labour officials, is to extend coverage of industry-level and company-level agreements as well as works council representation to free service providers (Baumgartner & Walasinski, 2025). The second is to implement the European Platform Work Directive with a strong employment presumption, which would presumably result in most riders working as free service providers being reclassified as employees.

The second problem is that despite their GDPR rights, platform workers are often unable to learn about platform companies' collection and use of their data. This problem has many causes including the reluctance of some workers to submit requests, the limited information platform companies

provide on algorithmic management, a lack of control mechanisms to ensure the accuracy and completeness of the information provided, and the unwillingness of companies to negotiate company agreements on data protection with works councils, which should describe in detail what data is being collected. Given the multiple causes, the problem cannot be solved easily. However, solutions to be considered should include dismissal protections for individuals who exercise their GDPR rights and the deployment of independent data auditors, as suggested by some platform workers.

Lastly, our analysis demonstrated that data from workers can serve as a valuable tool for understanding at least some of the worker data collected by companies and for analysing the implementation of certain elements of collective agreements, particularly regarding data protection rules. Similarly, data obtained by workers through GDPR requests may be utilised to assess compliance with working time or data protection legislation. Social partner organisations with greater capacity and resources could feasibly scale up both the data request process and analysis to enhance their ability to monitor compliance with collective bargaining agreements and regulatory requirements. The methods applied in this report employed open-source software and packages that can be expanded to evaluate compliance across larger groups of workers. We therefore recommend that trade unions further explore how they can utilise GDPR requests and data donations to comprehend what kind of data collection practices exist and should be regulated, as well as to use donated data to monitor and enforce collective bargaining agreements and safeguard labour rights.

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# 8. Appendix

## Focus groups and interview participants

**Table 5: Focus groups and interview participants**

| Acronym | Participant(s) | Date |
|---|---|---|
| Interview Rita | Representative of Rita bringt's | April 2025 |
| Interview WKO 1 | Interview with one representative of the group transport industry with passenger cars (*Fachverband Personen-beförderungsgewerbe*) in the Chamber of Commerce Austria | April 2025 |
| Interview WKO 2 | Interview with one representative of the group small company transport and bicycle courier services (Fachgruppe Kleintransporteure und (Fahrrad)Botendienste) in the Chamber of Commerce Vienna | May 2025 |
| Interview vida | Interview with one representative of the trade union vida for the sector "Street" which covers both bicycle couriers and taxi drivers. | April 2025 |
| FC Activists | Focus group with four current and/or former trade union representatives and/activists in food delivery sector. | May 2024 |
| FC Delivery riders | Focus group with five food delivery riders | October 2024 |
| FC Taxi drivers | Focus group with three taxi drivers currently or formerly using Uber, Bolt and/or the app of Taxi 40100 | March 2025 |

## Focus group questionnaires

The focus groups were conducted in German and sometimes English. The questionnaire below is an automated translation of the German original.

## Focus group riders

**Opening question**

- Why did you submit a data request?

**Process** (new topic)

- Did you receive a response?
  - How long did it take you to get an answer?
  - Did you file a complaint with the data protection authority?
- Were you satisfied with the response?
  - Was it complete?
  - Was it understandable?
  - Was the data format okay?

**Are workers aware of what data is collected on them? (RQ 2.2)**

- Were you surprised by anything in the response?
  - For example, were you surprised that specific information like the duration of breaks is collected or that companies calculate 'performance scores' for each worker?
  - Why or why not?
- Do you think the data you received is all the data the platform collects about you?
  - Why or why not?
- Do you feel the platform you work for is transparent regarding its collection and use of data about you?
- Do you feel you understand what data is being collected about you and how it is being used?
  - Do you understand how orders are allocated?
  - Do you understand how shifts are assigned?
  - Do you understand how your pay is calculated?
  - Do you know

**How do the platforms' data collection practices influence workers? (RQ 2.3)**

- How do you feel about the data collected about you?
  - Do you think the scope of the data collection is justified?
  - Does it concern you? If so, why?
  - Do you feel monitored during working hours?
  - Do you feel monitored outside your working hours?
- Is there any specific information (type of data, usage of data, frequency of data collection, etc.) being collected that concerns you?
- How do you feel about the use of your data?
  - Is it justified?
  - Are you concerned that platforms use data collected through apps to find out who participated in strikes and/or demonstrations?
  - Are you concerned about being fired or about your account being deactivated?

**On the value of GDPR requests:**

- Having seen the data you recovered, do you feel you have a better understanding of how the app works and how decisions (e.g. about why you get or don't get orders) are made?

    - Do you see any (other) benefits for yourself from having recovered and analysed your data?
- Do you feel there is a need for greater transparency regarding what data platform companies are collecting and how they are using this data?
    - In which areas would you like to see more transparency? Why?
- Do you think there should be additional rules and what data platform companies can collect and how they can use it?
- Do you think a trade union or a works council can help improve the protection of your data?
    - One way to regulate what data platforms can collect and use is through a company-level agreement (*Betriebsvereinbarung*). Are you aware of that?
- Do you think workers should protest or strike to force platform companies to change their collection and use of worker data?

**Are collective agreements implemented correctly? (RQ 3.1)**

- Are you aware that Foodora had a company-level agreement (*Beitriebsvereinbarung*)?
    - Do you think the agreement prevented Foodora from collecting data about you that you did not want the company to collect?
    - Do you think the agreement prevented Foodora from using your data in a way you did not want it to be used?
- Do you think the [name(s) of the applicable agreement(s)] are sufficient to protect workers and their data? Why or why not?
- Based on your experiences and what you learned, do you think the collection and use of your personal data is in accordance with the [name of the applicable agreement].

### Focus group drivers

**Opening question**

- Have you ever wondered what data the ride-hailing apps you use collect about you and how this data is used?
    - Why and why not?
- Do you know what data is collected?

**Interest and willingness to submit GDPR requests**

Under the General Data Protection Regulation (GDPR), you have the right to request a copy of all personal data collected about you from intermediaries. Some platform companies also offer the option of downloading a selection of the data collected about you directly via the app.

- Have you ever downloaded your data or submitted a GDPR request to the operator of your intermediary app?
    - If so, why?
    - If not, why not?
- Are you interested in submitting such a request? If so, we would be happy to show you how.
- Has your user account ever been blocked on any of the apps?
    - If so, do you know why?
    - Are you concerned that your account could be blocked?

**Show data visualization**

Show the following

- Locations where passengers were picked up
- Overview of start and end points and trip status
- Describe locations with a high number of start and end points which could be the driver's home or another privately frequented location like a school attended by the driver's children
- Overview Statistics on trips made

**Awareness of data collection (RQ 2.2)**

- What is your impression of the data visualization I showed you?
  - Did anything about the data surprise you?
  - Do you think this data (e.g., travel statistics) could be useful to you?
- Earlier, I asked you if you knew what data the apps collect about you. Has your impression changed?
- Do you feel that the ride-hailing apps you use are transparent about how they collect and use your data?
- Do you understand how jobs are assigned on the app?
- Do you understand how the fares are set by the ride-hailing apps?

*Break (10 minutes)*

**Impact of data collection practices on drivers (RQ 2.3)**

- When you think about what data is collected by the apps and how it is used, how do you feel?
  - To the extent that you can assess, do you consider the scope of data collection to be justified?
  - Is there any specific information (type of data, use of data, frequency of data collection, etc.) that is collected that concerns you?
- Do you feel monitored when using the apps?
- Do you feel monitored outside of your working hours?
- How do you feel about the use of your data?
  - Is it justified?
  - Are you concerned that platforms use the data collected via apps to find out who has participated in strikes and/or demonstrations?
- At the beginning, I asked you whether you would like to submit a GDPR request to your app operator or download your data. After what we have discussed, has your opinion changed?

**Transparency and regulation**

- Do you feel that app operators provide you with sufficient information about what data is collected and how it is used?
  - In which areas would you like to see more transparency? And why?
- Do you think there should be additional rules on what data platform companies are allowed to collect and how they can use it?
- If so, how should the collection and use of data by intermediary apps be regulated?
  - Through legislation?
  - Through agreements between social partners, e.g. collective agreements?
  - Other?
- Do you think that a union or works council can help improve the protection of your data?
- Do you think taxi drivers should protest or strike to force ride-hailing platforms to change how they collect and use worker data?

**Are collective agreements correctly implemented? (Question 3.1)**

- [For employees] In your experience, are collective agreements in the taxi industry complied with?
- [For everyone] In your experience, do ride-hailing apps comply with the Vienna price range?

## Focus Group activists

**CONTENT PHASE 1** – WORKERS' CONCERNS AND STRATEGIES TO ADDRESS THEM

#1: To start our discussion, we would like to first hear your opinion about what the most **important concerns for workers** in your industry are. (about 10 min)

- What topics are workers most concerned about?
  - Pay?
  - Working conditions?
  - Data rights?

- What are the activities/plans/procedures/strategies you use to understand the needs and interests of the riders/drivers?
- What are the most important challenges in aggregating and preparing rules that represent the interests of riders/drivers?

#2: Let's now turn to the question what can be done to address workers' concerns and improve their situation (about 20 min)

- What can you and your organisations do
  - to increase workers' pay?
  - to improve workers' working conditions?

    [We have a separate section on measures to protect workers' data rights. If the topic comes up here, we should keep it at a general level.]
- What do you think are the best strategies to achieve improvements?
  - What has worked well? What did not?
    (Collective agreement, BV, protests…?)
- Do you have any means to improve the situation of self-employed taxi drivers working for Uber or Bolt?

**CONTENT PHASE 2** – NEGOTIATING COLLECTIVE AGREEMENTS AND *BETRIEBSVEREINBARUNGEN*

(about 30 min)

#3: After talking about workers' concerns and ways to address them, we would like to focus on one possible option and learn more about the **collective agreements** in your industries (about 20 min)

- Can you elaborate how the agreement was negotiated?
- Who are the most important actors in preparing and negotiating collective agreements?
  - Did you receive support from the trade unions (vida, ÖGB)?
  - Was this support important? Why or why not?
- Are you satisfied with the existing collective agreements in your sector? If no, in which aspects?
- Why do you think you succeeded in negotiating a collective agreement (for riders, for taxi drivers)?
- What are the most important challenges in being able to reach a successful negotiation with all parties?

#4: Next, we would like to talk about **Betriebsvereinbarungen**.

- Do you have any Betriebsvereinbarungen in your company?
  - If yes, on what topics?
  - Who is covered by the agreements?
- Who are the most important actors in preparing and negotiating the *Betriebsvereinbarung*?
  - Did you receive support from the trade unions (vida, ÖGB)?
  - Was this support important? Why or why not?
- Are you satisfied with the existing Betriebsvereinbarung in your sector? If no, in which aspects?
- Why do you think you succeeded in negotiating those Betriebsvereinbarung?
- What are the most important challenges in being able to reach a successful negotiation with all parties?
- If you have no BVs:
  - Why not?
  - Did you try to negotiate (any)?
  - Why do you think it was not possible to negotiate the Betriebsvereinbarungen you wanted?

**CONTENT PHASE 3** – WORKERS' DATA RIGHTS

(30-40 minutes)

#5: There is already growing discussion about the ways in which platforms **collect data and use data about their riders,** including for algorithmic management. In this respect, we would also like to discuss here some aspects of workers´ data being collected and used by the platforms in your sectors.

- In your view, what are the most important issues with respect to the collection and use of workers' data by platforms? Where do you see the biggest need for action/regulation?
- Do you know what worker data is being collected by platforms and how they use it?
- Prompt [Foodora, Lieferando]: Does the platform inform the Betriebsrat about what data they collect and how they use it (§91 (2) Arbeitsverfassungsgesetz?
- Do you have any strategy for negotiating how platform workers' data can be collected and used by platforms, including for algorithmic management?

  [Prompts]

  *For Foodora and Lieferando*

  - Did you (try to) negotiate a Betriebsvereinbarung based on § 96 (1) 3 ("Die Einführung von Kontrollmaßnahmen und technischen Systemen zur AN Kontrolle, sofern diese Maßnahmen (Systeme) die Menschenwürde berühren")? Why or why not?
  - Did you (try to) negotiate a Betriebsvereinbarung based on §96a (1)
  - Why did you choose an agreement based on §96a and not $96?

  *Wolt*

  - Do you have any insights in what is going on at Wolt?

  Ride-*hailing*

  a. Has vida been involved in any attempts to regulate what data Uber and Bolt can collect about their drivers? Why not?
- If there already are strategies and efforts in negotiating about platform workers´ data collection and use of such data, where are the biggest challenges facing activists and trade unions?
  [Prompts]
  - Do you think the platform companies provide you with accurate information on what data they collect and how they use it? (§91 (2))
  - As Betriebsrat, do you have any information on what data is collected about Freie Dienstnehmer?
  - Do you have any means to regulate what data is collected about Freie Dienstnehmer?

**CONTENT PHASE 4** – THE IMPLEMENTATION AND ENFORCEMENT OF AGREEMENTS

#6: As our last theme, we would like you to now consider the **implementation** and **enforcement** of collective agreements and *Betriebsvereinbarungen*.

(about 20 minutes)

- What are your strategies for ensuring that collective agreements (Kollektivvertrag) are implemented correctly? Do you have a control mechanism?
- How do you ensure that Betriebsvereinbarungen are implemented correctly?
- What are your strategies if there is a case of non-compliance by the platforms? What do you do?
- Do you think that the collective agreement for food delivery riders is being implemented correctly?
- If yes/no, in which aspects and why?
- Thinking back on implementing collective agreements and enforcing them on platforms, where do you think the biggest challenges exist?
- What do you see as the biggest challenges regarding the implementation of Betriebsvereinbarungen?
- What do you think could/should be done to (better) enforce collective agreement rules and Betriebsvereinbarungen in your industries?

**CLOSING QUESTION**

#7. Do you have any additional thoughts and remarks on either the negotiation or implementation process of collective agreements in the platform economy in Austria or on platforms´ data collection and use practices?

# COORDINATOR

**European Centre for Social Welfare Policy and Research (AT)**

# PARTNERS

**HIVA-KU Leuven (BE)**
**ACV-Innovatief (BE)**
**ThEMA CY Cergy (FR)**
**Universidad de Castilla-La Mancha (ES)**
**Fundación 1º de Mayo (ES)**
**IBS - Institute for Structural Research (PL)**