Recovering workers' data to negotiate and monitor collective agreements in the platform economy (GDPoweR)

Country Report Spain

Empowering Collective Bargaining in the Platform Economy with Data and Algorithms

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Abstract

This report is the result of research conducted in Spain as part of the GDPoweR project, the aim of which is to recover and use personal data collected by food delivery and ride-hailing platforms on their workers in order to verify the degree of implementation of collective agreements on these types of platforms and thus improve industrial relations in this sector. This has entailed interacting with workers on food delivery and ride-hailing platforms for the following purposes: 1) to enable them to exercise their right of access and request information from the platforms about their personal data and the algorithms to which they are subject; 2) to share this information with the project researchers; 3) to become aware of how the collection of personal data and subjection to algorithms is affecting their working conditions; and 4) to verify the degree of compliance with the collective agreements that apply to them. This research has been supplemented by research into the strategies and actions of social actors, particularly trade unions and business associations that have negotiated collective agreements for food delivery and ride-hailing platforms. This has facilitated a deeper comprehension of the following aspects: 1) the rationales underlying the negotiation of collective agreements; 2) the mechanisms implemented to ensure compliance; and 3) the prospective challenges for collective bargaining on platforms. The findings of the research underscore the workers' lack of awareness regarding their right to access their data, their apprehension of potential repercussions for doing so, and the paucity of information they possess concerning the impact of algorithm-based decisions on their working conditions.

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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 cofounded the 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 its 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.*

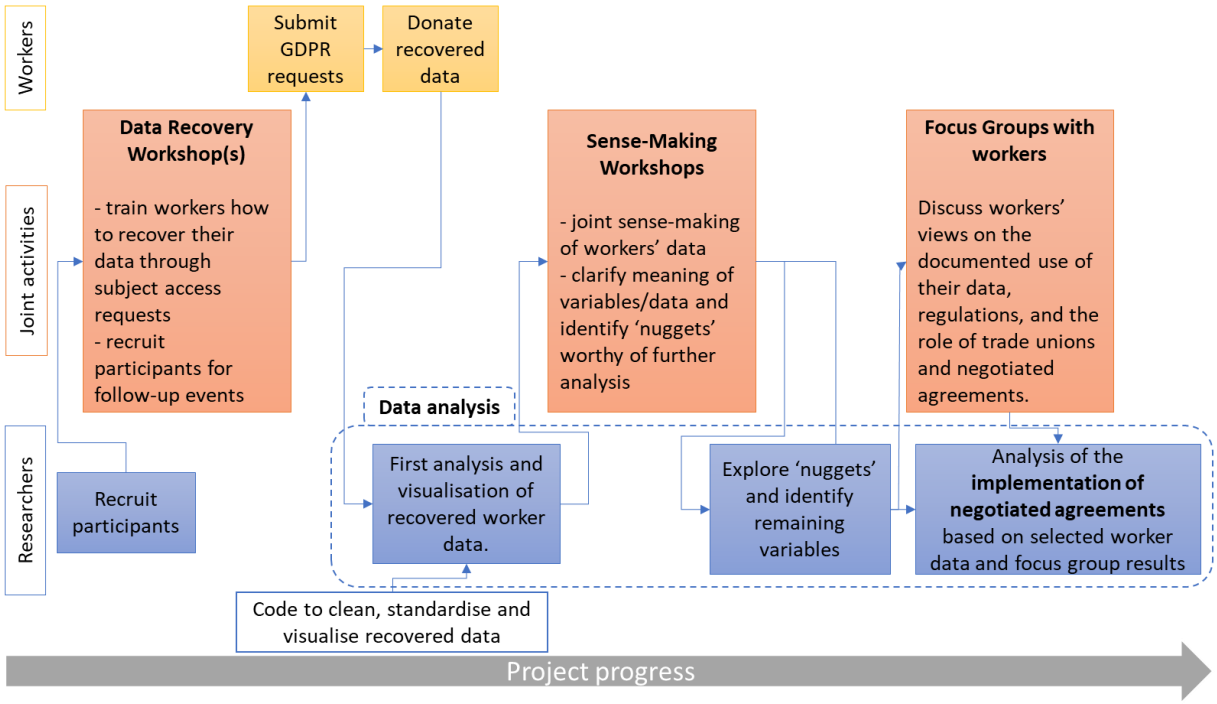
This report covers the findings on the case of Spain. The research for all countries followed the same methodology outlined in the GDPoweR Research Design and its addendums (Geyer, Kayran and Danaj, 2024; Geyer and Gillis, 2024; Geyer, 2024) and combined several different methods to collect data at the 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 *what strategies are 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 if 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 desk research on Spain's platform economy and collective bargaining system as well as a mapping of relevant negotiated agreements at the industry and company level. 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 this respect or, if no agreements had (yet) been concluded, why this is the case.

At the level individual workers, we explored *what data digital labour platforms collect about workers*, *if workers 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, that was inspired by the work of Hestia.ai and others (Ausloos and Veale, 2019; Bowyer, Pidoux, Gursky and Dehaye, 2022), data recovery workshops were organised to inform platform workers in the food delivery and ride-hailing industries how to 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[1] (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[2]. The results were presented to and discussed with the workers who had donated their data at a Sense-Making Workshop to jointly make sense of the meaning of the variables and explore data worthy of further analysis. Thereafter, the same workers were interviewed in a focus group format about their views on the data collected about them, potential effects on their well-being, if they perceive a need for more regulations and what role they see for trade unions in this regard. In most cases, the Sense-Making Workshop and Focus Group were organised on the same day to facilitate participation by workers. In a few instances, they were organised on different days which gave project researchers time to further explore data after between the two events and to use the Focus Group to also discuss any remaining unclarities regarding the interpretation of specific variables and/or data with the workers. All events and activities were carried out separately for platform workers and 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 and Danaj, 2024).

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

1 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

2 See https://github.com/nikkobilitza/GDPoweR-Data-Visualization

As we will see on the following pages, the described methodology has been applied to workers from two food delivery platforms – Glovo and Just Eat – and from to two intermediary companies of the ride-hailing platforms Uber and Cabify. It should be noted from the outset that, in Spain, unlike in other countries participating in GDPoweR, ride-hailing platforms do not hire workers directly but do so through intermediary companies. Therefore, the data access requests made by workers and the analysed collective agreements of this sector refer to those intermediary companies that hire workers to provide services through the Uber and Cabify platforms. It should also be noted that the context within which this research is being conducted differs from that of other countries participating in GDPoweR, given that in Spain there is a legal framework that presumes the existence of an employment contract between workers and food delivery platforms. As a result, many of the workers who participated in the data access requests are employees and are not self-employed individuals. Furthermore, unlike in other countries, in Spain there are collective bargaining agreements for workers of food delivery platforms and of intermediary companies in the ride-hailing sector. This has made it possible to complete all the steps of the planned methodology.

Obviously, the conclusions reached in this report cannot be considered as representative of all workers and companies in the platform economy in Spain. Given the limited number of responses obtained in the worker data access requests and the limited number of platforms that were the object of research, the results cannot be considered representative of the platform economy as a whole in Spain. However, they can be interpreted as clues or indicators of a few underlying trends in platform work, particularly concerning the following: 1) how workers in this sector deal with the fact that platforms collect their personal data and use it to feed the algorithms that assign them tasks and evaluate their performance; and 2) what strategies are used by organizations that represent workers and businesses to address the challenges posed by the ever-increasing development of the platform economy, especially regarding the negotiation and implementation of collective bargaining agreements to protect the rights and interests of those they represent.

2. The country's platform economy ecosystem

In Spain, research on digital platform work has focused on the legal classification of the employment relationship (Digital Future Society, 2020), with sharp conflict arising over whether platform workers should be classified as self-employed persons or as employees (Todolí Signes, 2015; Cruz Villalón, 2018). The courts have primarily resolved the issue by analysing the criteria for the existence of an employment contract in the relationship between workers and platforms. Despite the fact that workers enjoy a certain degree of autonomy in performing their work (Martínez Escribano, 2018), the truth is that they perform that work according to the instructions derived from a platform's power of organization through the use of digital technologies (Baz Rodríguez, 2021).

As in other neighbouring countries, the debate on digital platform work as an example of the so-called "collaborative economy" began with the rise of this work as an alternative economic-business model in response to the financialization crisis and the European austerity measures implemented to overcome it. Therefore, it behoves us to recall the context within which this new economic-business model was going to be developed, in which "collaboration" between economic operators and the apparent obsolescence of

the employment relationship were the hallmarks that would accompany the era of digital work. All amid an acute unemployment crisis.

Indeed, the debate that has arisen about digital platform work should be viewed within the context of an ongoing economic emergency that began more than a decade ago. The economic crisis that erupted in 2008 progressively led to a situation in which unemployment in Spain went from just under 8 per cent in 2007 to nearly 27 per cent in 2013, with a net loss of four million jobs and youth unemployment exceeding 55 per cent.[3] The European response to this economic scenario was the imposition of national wage devaluation policies, implemented in Spain mainly through the labour reforms of 2010 (Law 35/2010[4]) and 2012 (Law 3/2012[5]). This resulted in a process of deregulation of the labour market, which viewed labour as an instrument of economic policy, consequently resulting in a reduction of the labour costs associated with hiring and contract termination, as well as a weakening of social protection and of collective bargaining, thereby seeking to revitalize economic and business activity with an international perspective (external competitiveness). As a result of these policies, the purchasing power of wages in Spain was significantly affected, regressing to levels not seen since the early 2000s (Baylos Grau and Trillo Párraga, 2013).

Within this context, the platform economy, initially referred to as the "collaborative economy", found a favourable environment in Spain to establish itself as an alternative to high unemployment rates. The potential for job creation and the ability to satisfy emerging consumer demands and the needs of business for greater organizational flexibility have been the main driving forces behind the implementation of digital platform work in Spain. And platform work has contributed to the growth of employment, particularly among younger workers and immigrants with lower qualification levels. This is reflected in the data, which show that in 2018 in Spain 2.7 per cent of the working-age population relied on digital platforms as the main source of income, compared to the average of 1.4 per cent in other European economies. If individuals who worked only occasionally on digital platforms are considered, the percentage engaged in platform work rises to 15.5 per cent. This means that, in Spain, 18 per cent of the working-age population has worked on digital platforms at some point—the highest percentage in the European Union (Urzi Brancati, Pesole and Fernández Macías, 2020, p. 16). Furthermore, estimates suggest that in 2020, the earnings of persons working on platforms in Spain amounted to approximately 400 million euros, and in 2021, up to four million people had worked through a digital labour platform at some point (Lahera-Sánchez et al., 2024, p. 21). It has also been observed that Spain has a higher number of workers engaged in online platform work compared to those in on-site platform work (such as delivery and urban transport) (Rocha, 2023).

One of the most notable characteristics of the platform economy, including in Spain, lies in the heterogeneity and diversity of the business models (ILO, 2022). In this regard, the social perception of these business models is that they are inevitably associated with low-skilled employment and services with little or low added value (such as delivery, ride-hailing and

3 Data available at https://www.ine.es/dyngs/INEbase/es/operacion.htm?c=Estadistica_C&cid=1254736176918&menu=resultados&idp=1254735976595#_tabs-1254736195128

4 Law 35/2010, of 17 September, on urgent measures for reform of the labour market, BOE [Official State Gazette] of 18 September 2010.

5 Law 3/2012, of 6 July, on urgent measures for reform of the labour market, BOE of 8 July 2012.

cleaning), and that perception is not entirely accurate. A significant number of these business models also require skilled labour with higher added value, including professional services in the legal, healthcare and social assistance sectors, as well as education, software development, design, engineering, marketing and advertising, etc. Some research estimates that nearly 60 per cent of platform work in Spain is skilled labour, contradicting the dominant social image of basic and unskilled tasks (bicycles, motorcycles, backpacks and brooms) (Rocha, 2023, p. 6). This diversity, similar to what is observed in other European and international economies, has complicated Spanish legislation regarding how to regulate platform work and how to classify it in terms of potential labour protection (Ginès Fabrellals, 2018).

Thus, regarding the composition of the workforce, a common profile emerges: a relatively young male worker, working independently and having reached a higher level of education. In the case of women working on digital platforms, a significant proportion of them do so from home (Lahera-Sánchez et al., 2024). These profiles are important because they indicate that, even though the ride-hailing and delivery sectors are the most socially visible forms of platform work, they are not the most frequent types of jobs within this category. Despite this, in 2019, a total of 29,300 couriers were registered on digital delivery platforms (ADIGITAL, 2020, p. 4). The majority were men (87 per cent), aged between 29 and 39 years, and originally from Latin America (ADIGITAL, 2020, p. 11).

The social perception and visibility of the impact by platform work on employment and on the real economy—associated with low skills and little added value—is likely influenced by the very high level of economic, social and labour conflicts that platforms have experienced in Spain. It is not far-fetched to suggest that such conflicts stem from the relationships with the economic and financial lobbies that have evidently funded (and in some cases continue to fund) these business models as a kind of experiment seeking to adjust or shape economic and legal realities to align with interests that extol independent work over dependent employment as the only viable labour arrangement for the 21st century (Rodríguez Fernández, 2019). This conflict has played out in the courts (and also in the refusal to comply with labour regulations), and it has drawn significant socio-economic attention, thereby creating the perception that digital platform-based business models are unappealing business adventures, are degrading in terms of labour and are unproductive in economic terms (Morón Prieto, 2019). The persistent efforts by certain lobbies to transform and redefine economic and labour relations around the so-called "collaborative economy" appear to be working against the interests of other digital platform-based business models in which compliance with labour regulations and the generation of higher added value form a core part of the business strategy (Casas Baamonde, 2020). This is a crucial issue, as it will be analysed later, which directly addresses both worker representation and businesses that adopt the digital platform model (Trillo Párraga, 2021).

2.1 Legal context of platform workers in Spain

Over the past decade, platform business models have burst into the service industry with the intention of economically functioning as technological intermediaries between customers or users who demand a service and the individuals who provide it. All of this is facilitated through digital technology, specifically through the application software (app)

of a platform. Thus, ever since digital platforms have emerged as economic operators in various sectors and markets, they have maintained that their business position does not include that of an employer, given that they are not the ones who actually provide the underlying service, rather they merely serve as intermediaries between supply and demand for a given service (Rodríguez Fernández, 2019). This conviction of digital platforms has been used as the justification for classifying the relationship they have with the people who provide the specific underlying service as a self-employment relationship. Accordingly, the legal relationship that links digital platforms and the individuals providing the service should, in Spain's case, fall under the regulation of the Self-Employed Workers' Statute (Law 20/2007[6]), with some adaptations to the digital environment. This would mean that the business risk associated with providing the service is shifted to the workers themselves, resulting in reduced worker protection and in the workers assuming the labour costs (Alemán Páez, 2016).

This legal self-perception by digital platforms has triggered a prolonged legal debate not only regarding the legal nature of the work performed on digital platforms (Rodríguez Fernández, 2019) but also regarding the legal status of the business entity in its relationship with the individuals who provide the underlying services. This latter issue was decisively addressed by the Court of Justice of the European Union in its ruling of 20 December 2017 in the case Asociación Profesional Elite Taxi v Uber System Spain, SL (Case C-434/15).[7] The court ruled that, in the case under review, the digital platform primarily operated in the urban and interurban passenger transport market as a provider of the underlying service, rather than merely as a technology company mediating between the supply and demand for that service. This ruling by the Court of Justice of the European Union pointed indirectly to the existence of an employment relationship between the digital platform and the workers, in which the platform assumed the role of employer, thereby reinforcing the legal arguments presented in the court's decision (Trillo Párraga, 2017). On one hand, the court determined that these business models engaged in unfair competition with other companies in the same economic sector that were not organized as digital platforms. On the other, it found that this unfair competition was primarily rooted in the lack of protection for workers, which was denounced as a strategy of "avoiding labour law" (Baylos Grau, 2000, p. 42).

Specifically, digital platforms sought to assume only the cost of designing and operating the software application, while shifting the operational and equipment costs or investments needed for providing the service to the workers (Pérez Capitán, 2019). They did not take responsibility for the social security contributions of the workers, which are essential for adequate social protection, or for other critical aspects such as protection against occupational risks or the potential harmful effects arising from professional activity (including worker accidents, incidents involving customers or users, third-party injuries, occupational diseases, etc.).

This conflict between digital platforms and workers in Spain led to numerous complaints being filed with the Labour and Social Security Inspectorate (LSSI) (Ginès Fabrellas and Gálvez Durán, 2016). From the outset, the LSSI determined that these companies had

6 Law 20/2007, of 11 July, the Self-Employed Workers' Statute, BOE of 12 July 2007.

7 Available at https://curia.europa.eu/juris/document/document.jsf?text=&docid=198047&pageIndex=0&doclang=en&mode=lst&dir=&occ=first&part=1&cid=5071527

breached their obligation to register workers and pay the social security contributions resulting from the existence of an employment contract between the platform and the workers. As a result, the LSSI has issued violation notices regarding this matter on a number of occasions, proposing not only sanctions but also retroactive payment of the corresponding social security contributions. Furthermore, this has led the General Treasury of Social Security to have to reimburse workers for the contributions they had made due to being falsely classified as self-employed workers.

This prior social and labour conflict, in which the LSSI initially intervened, soon led to union action through the legal advising services of trade unions such as Comisiones Obreras (CCOO) and Unión General de Trabajadores (UGT). These unions, by filing a significant number of lawsuits (more than 50), prompted the intervention of the Supreme Court, which, in its Judgement 825/2020 of 25 September,[8] determined the existence of an employment contract between workers and the delivery platform Glovo (Baylos Grau, 2021). This judicial ruling, like previous ones from different courts, demonstrated that these working relationships were structured such that the digital platforms do, in fact and in detail, organize the execution of specific tasks by false self-employed workers. Moreover, they also not only define, strictly and in detail, the conditions for providing the service, they define the working methods and, most importantly, the rates that workers were to be paid, their working hours and the applicable penalties in case they refused any of the orders that were offered (and required) by the platforms.

The emergence and visibility of the existence of an employment contract between workers and platforms—rather than work that could be classified as self-employment—together with the mobilization of trade unions and other worker associations, as well as the initial complaints filed with the LSSI, led the Spanish government in 2021 to amend the labour regulations and intervene in the legal classification of contractual relationships only within the delivery platform sector (Dueñas Herrero, 2019). The most notable aspect of this regulation is that, unlike in any other European Union country, Spain managed to clarify the classification of platform workers through a law that was negotiated through social dialogue (Rodríguez Fernández, 2023). Thus, Law 12/2021[9] (the "Rider Law") established, in Additional Provision Twenty-three of the Workers' Statute[10] (WE), that "the activity of persons who provide remunerated services consisting in the delivery or distribution of any consumer product or good, on behalf of employers who directly, indirectly or implicitly exercise the business powers of organisation, management and control through algorithmic management of the services or of the working conditions through a digital platform, is presumed to be included within the scope of application this law". Moreover, the Rider Law introduced the obligation for employers to inform workers' representatives (works councils) about the criteria used by algorithms to make decisions that impact employment and working conditions. This pioneering measure, negotiated through social dialogue, established the corporate obligation of transparency in the use of automated monitoring and decision-making systems (Rodríguez Fernández, 2023). Thus, the works council must be informed by a company about "the parameters, rules and instructions that form the basis of the algorithms or artificial intelligence systems that affect decision-making that could have

8 Appeal No. 4746/2019.

9 Law 12/2021, of 28 September, whereby the Workers' Statute is amended to guarantee the labour rights of people who are engaged in distribution and delivery through digital platforms, BOE of 29 September 2021.

10 Legislative Royal Decree 2/2015, of 23 October, thereby approving the rewritten text of the Workers' Statute, BOE of 24 October 2015.

an impact on working conditions and on access to and keeping a job, including profiling" (Article 64.4.d WS).

The entry into force of Law 12/2021 in the Spanish legal system has represented significant progress in recognizing the existence of an employment contract between delivery platforms and workers, thereby halting the fraudulent business practices that led to the existence of false self-employed workers (Dueñas Herrero, 2019). However, despite the legislative efforts, certain digital platforms—especially Glovo—have maintained their strategy of unfair competition, particularly in relation to Just Eat. This strategy involves claiming that their corporate purpose is not based on providing the underlying service (delivery) but rather on merely acting as an intermediary in the sector to optimally connect supply and demand. Consequently, false self-employed individuals continue to work in the sector.[11]

This explains the inclusion of an amendment in the Spanish Criminal Code under Article 311.1, which provides for prison sentences ranging from six months to six years and fines of six to twelve months for those who: "through deception or abuse of a situation of need, impose on workers under their service working conditions or Social Security terms that might harm, suppress or restrict the rights recognized for them by legal provisions, collective bargaining agreements or individual contracts; as well as those who impose illegal working conditions on their workers by hiring them using formulas other than an employment contract or by maintaining such conditions contrary to an administrative requirement or sanction." This amendment of criminal regulations has been accompanied by actions of the LSSI, which has regularized the employment status of 41,000 workers, with Glovo accumulating a total of 205 million euros between fines and unpaid Social Security contributions.[12]

The preceding has ultimately led Glovo to change its stance—at least in appearance. On 2 December 2024, that digital platform announced that it would no longer classify its "glovers" as self-employed workers and would begin registering them as employees, thus applying the labour rights corresponding to this category of workers.[13] This decision coincided with the indictment of Oscar Pierre, one of Glovo's founders, for committing an offence against workers' rights.

11 While there is no assessment from official institutions about the results generated by Law 12/2021, a study conducted one year after it entered into force estimated an increase of workers with an employment contract in the delivery sector: going from 5,464 in May 2021 to 10,980 in August 2022. See https://itemsweb.esade.edu/wi/research/Foro-Humanismo-Tecnologico/221027_Informe_LeyRider_FHTEsade.pdf?_gl=1*159u3zv*_ga*MjA2NTM1MDU0Ny4xNjY1MTI1MjQ0*_ga_S41Q3C9XT0*MTY2Njg1OTQxMS4yMS4wLjE2NjY4NTk0MTEuMC4wLjA. On the other hand, a recent report by Dolado, Jánez and Wellschmied (2025) maintains that the entry into force of the Rider Law has meant an increase in the number of people with an employment contract in the sector, but without having absorbed all self-employment and causing a decrease in the wages of these workers.

12 These data appear in the news of various media outlets, written based on the public declarations coming from the Ministry of Labour. Among others, see https://www.xataka.com/legislacion-y-derechos/glovo-se-rinde-abandona-falsos-autonomos-ha-hecho-falta-205-millones-euros-multas-llevar-a-juicio-a-su-fundador

13 See, among others, https://osalto.gal/falsos-autonomos/glovo-oscar-pierre-anuncia-marcha-atras-modelo-dia-antes-fundador-declare

In parallel with Glovo's business strategy of maintaining a model of hiring self-employed workers as a competition policy in the sector, a growing consensus appears to have emerged among business and union representatives regarding the strategic nature of platform-based business models. The general perception among social partners is that a process of "platformization" is occurring in many other economic sectors.[14] As a result, both unions and businesses have focused their attention on developing and evolving the regulation of digital platform work within the framework of collective bargaining. As it will be explored further in the following section, trade unions and business associations regard collective bargaining on digital platform work to be a crucial component of their representative mandates. From the business perspective, regulating this work through collective bargaining agreements allows unifying the diverse interests of the various business entities that make up the sectors that are present on digital platforms.[15] From the union perspective, fostering solidarity among workers who perform the same type of job—differentiated only by their affiliation (or lack thereof) with a digital platform—finds its keystone in collective agreements.[16] Nevertheless, there are differing views about the role that collective bargaining plays for business organizations and trade unions. For the former, collective bargaining serves as a way to avoid the perceived "rigidities" of legal regulations. For the latter, collective bargaining seeks to include platform workers in collective bargaining agreements and thereby ensure improvements in their labour rights.

Collective bargaining is the arena where the data obtained by digital platforms through their respective apps takes on a central role. The ability of workers and their representatives to access, compile and interpret this data is a crucial tool not only for understanding the classification of the contractual relationships between workers and platforms and for regulating working and employment conditions, but also for identifying the potential gaps between the provisions established in collective bargaining agreements and the actual nature of the work being performed. This is how data protection regulations and labour regulations intersect to provide adequate and effective protection for individuals who provide their services through digital platforms.

2.2 Platforms and workers on delivery and ride-hailing platforms

As in most countries of the European Union, Spain has no official institutional data on the number of digital labour platforms operating in the country or on the number of workers they employ. However, several reports and studies do allow coming up with estimates of the scale of the platform economy phenomenon and its key players in the delivery and ride-hailing sectors.

In the delivery sector, the report from ADIGITAL (2020) provides some relevant data. According to its estimates, in 2019, the sector handled 36.2 million orders, established over

14 This is, for example, the position of the most representative business organization in Spain, the Confederación Española de Organizaciones Empresariales (Spanish Confederation of Business Organizations, CEOE), in the focus group of business partners. This Group placed special emphasis on the need to regulate platform work from within the sector, in which there are platform-based businesses and others whose business models are not based on digital labour platforms.

15 This is the position of the business partners in the various focus groups that have been conducted and from which recordings have been kept.

16 This is the position of the trade union partners in the various focus groups that have been conducted and from which recordings have been kept.

64,500 collaboration agreements with restaurants and businesses and had 4.3 million end-customer profiles. Economically, the sector's activity amounted to slightly over 708 million euros, representing 0.06 per cent of the GDP (pp. 8-9). Regarding employment in delivery platforms, ADIGITAL (2020) estimates that the number of registered couriers is around 29,300, with a total of 15,300 jobs (pp. 3-4). Most couriers are young men of Latin American origin, who appreciate the flexibility of this job and report earning approximately 1.4 times the minimum wage (pp. 12-13).

The delivery platform sector began operating in Spain in 2010 with the creation of the food delivery platforms Sindelantal[17] and La Nevera Roja.[18] Both were later acquired by Just Eat,[19] which also began operating in Spain in 2010.[20] Just Eat Takeaway, a Dutch company that started operations in the 2000s and that later acquired the U.S. food delivery platform Grubhub, eventually became the world's second-largest home food delivery company.[21] In 2024, Just Eat Takeaway sold Grubhub,[22] and in February 2025, it was acquired by Prosus for 4.1 billion euros.[23] In Spain, Just Eat claims to have more than 2,000 contracted couriers and "boasts" about complying with the Rider Law and having negotiated a collective agreement with the most representative labour unions, thereby distinguishing itself from its competitors.[24] For some time now, it has been engaged in a commercial dispute with Glovo, which it sued for unfair competition in November 2024, demanding 295 million euros in compensation.[25]

Glovo was founded in Barcelona in 2015. The available information indicates that this Spanish start-up achieved early success in venture capital funding rounds. In fact, in 2019, after two successful funding rounds, its valuation reached $1 billion, making it one of Spain's "unicorn" companies.[26] In 2022, the German company Delivery Hero acquired Glovo for 800 million euros.[27] Some reports suggest that Glovo has over 18,000 active "glovers",[28] although the company has recently stated that 15,000 workers will need to be reclassified as employees.[29] Unlike Just Eat, Glovo has always defended the self-employed worker

17 See https://www.epe.es/es/activos/20231201/guerra-delivery-radiografia-sector-plena-ebullicion-95296533

18 See https://cincodias.elpais.com/cincodias/2016/09/26/empresas/1474913600_636464.html

19 See https://www.elblogsalmon.com/empresas/la-espanola-sindelantal-com-es-absorbida-por-el-gigante-just-eat-tras-dos-anos-de-vida and again https://cincodias.elpais.com/cincodias/2016/09/26/empresas/1474913600_636464.html

20 See https://www.lavanguardia.com/economia/20240616/9735194/delivery-consolida-crecimiento-pandemia-lograr-beneficios.html

21 See https://marketing4ecommerce.net/empresas-delivery-apps-de-reparto-de-comida-a-domicilio-a-nivel-mundial/

22 See https://www.merca2.es/2024/12/03/venta-grubhub-just-eat-saneara-2078032/

23 See https://www.prosus.com/news-insights/group-updates/2025/prosus-to-acquire-just-eat-takeaway

24 See https://www.just-eat.es/explora/sostenibilidad/cuidamos-a-nuestro-equipo#:~:text=Actualmente%20Just%20Eat%20tiene%20más,nuestros%20trabajadores%20con%20los%20sindicatos.

25 See https://efe.com/economia/2024-12-02/just-eat-espana-demanda-glovo-competencia-desleal/

26 See https://marketing4ecommerce.net/historia-glovo-app-pedidos-domicilio-marca-espana/

27 See https://marketing4ecommerce.net/la-alemana-delivery-hero-compra-glovo-para-crear-el-lider-mundial-del-quick-commerce/

28 See https://marketing4ecommerce.net/historia-glovo-app-pedidos-domicilio-marca-espana/

29 See https://cincodias.elpais.com/economia/2024-12-03/regularizar-a-los-repartidores-sin-excusas.html

model as the "flagship" of its business strategy. This has led to legal disputes and conflicts with the LSSI, as previously mentioned. Currently, it is estimated that Glovo has accumulated fines and sanctions totalling over 205 million euros for these reasons.[30]

According to some reports, Glovo and Just Eat are the delivery platforms with the largest market shares: Glovo with 41 per cent and Just Eat with 39 per cent.[31] This may explain why their relationship is so contentious. The third-largest delivery platform by market share is Uber Eats, with 20 per cent, which arrived in Spain in 2017.[32] There is no available data on the number of couriers working for this platform, although there is information about its adaptation to the Rider Law and about its hiring of workers through temporary employment agencies (Soto, Corredor and Diez, 2024). For this reason, once the Rider Law came into effect and Glovo failed to comply with it, Uber Eats issued an open letter to the Spanish Minister of Labour and Social Economy, urging the government to enforce that Law across all delivery platforms.[33]

In addition to these companies, Deliveroo and Stuart have also been present among delivery platforms in Spain. The former left the Spanish market when the Rider Law came into effect,[34] while the latter left the Spanish market in 2024 for the same reason.[35]

In the sector of ride-hailing platforms, Uber and Cabify are the most significant players. This is inferred from the estimates of the Urban Mobility Observatory, which in 2023 found that 51.5 per cent of users of VTCs (vehicles for hire with a driver) and taxis had used Uber, while 44.4 per cent had used Cabify, 24.0 per cent had used Bolt, 12.3 per cent had used Pide Taxi and 6.1 per cent had used FreeNow.[36] Uber entered Spain in 2015, while Cabify was created in Spain in 2011.[37] However, it is important to underscore that neither Uber nor Cabify directly employs workers in Spain; instead, they operate through intermediary companies. Among these intermediaries, Moove Cars (affiliated with Uber) and Vecttor (affiliated with Cabify) are notable. The likely reason why these platforms operate in this manner is the ongoing conflicts with the taxi sector ever since they entered the market, as well as the regulation that has sought to balance and keep the peace between both sectors (Doménech Pacual, 2021).

There is little data available on Uber in Spain, although in a January 2025 press release, it acknowledged that the number of trips made through the platform had increased by 23 per cent over the past year.[38] Moreover, in December 2024, Uber reported having 200

30 See https://marketing4ecommerce.net/historia-glovo-app-pedidos-domicilio-marca-espana/

31 See https://www.lavanguardia.com/economia/20240616/9735194/delivery-consolida-crecimiento-pandemia-lograr-beneficios.html

32 See https://startuc3m.com/proximo-objetivo-ubereats-espana/

33 See https://cincodias.elpais.com/cincodias/2022/03/08/companias/1646726762_057560.html

34 See https://cincodias.elpais.com/cincodias/2021/07/30/companias/1627633668_891613.html

35 See https://www.negocios.com/stuart-deja-el-mercado-espanol-y-anuncia-un-ere-en-todos-sus-centros-de-trabajo-y-para-sus-riders/

36 See https://api.smartmeanalytics.com/images/report/las-apps-de-movilidad-que-mas-usan-los-espanoles.pdf

37 See https://www.movilmove.com/blog/nwarticle/219/1/plataformas-de-transporte-de-pasajeros-en-espana-generalidades

38 See https://www.infobae.com/espana/agencias/2025/01/30/uber-se-consolida-en-espana-con-un-crecimiento-del-23-en-numero-de-viajes-durante-2024/

employees in Spain, at the offices located in Madrid, Barcelona, Valencia and Seville.[39] However, these employees form a part of the company's internal structure and are not drivers. Regarding Cabify, according to the information on its website, it has 1,000 employees at its offices in Spain and Latin America, although it does not specify how many of them are based in Spain.[40] In 2023, Cabify's revenue grew by 24.3 per cent, reaching 247.9 million euros.[41]

In addition to the platforms themselves, it is also important to understand the sector of VTCs in Spain. "VTC" is the Spanish initialism for "Vehicle for Hire with a Driver" or "ride-hailing". These passenger transport companies are the intermediaries through which the platforms operate. Some estimates suggest that VTC companies directly employ 20,000 people (Doménech Pascual, 2021). Among them, as previously stated, the two leading companies that operate in partnership with Uber and Cabify are notable. Moove Cars was founded in 2018 with the purpose of managing VTC licenses. It is currently present in 13 Spanish cities, as well as in several cities in France, Italy and the Netherlands. The company claims to employ 8,000 people in Spain, who provide their services through the Uber platform.[42] On the other hand, Vecttor states that it has more than 3,500 drivers working through Cabify and that it is present in five Spanish cities.[43] As it will be seen later, these two companies play a key role in collective bargaining within the sector.

3. The Spanish collective bargaining model: actors and institutions

The introduction of the Rider Law marked a turning point in Spain's experience with regulating the work that is carried out through digital platforms, in part by introducing legal measures regarding the distinction between an employment relationship and self-employment within this context. It's worth pointing out that, to a large extent, this legislation provided a response—at least partially—to the movement of workers who had denounced the precarious conditions they faced as a result of being unilaterally classified as self-employed by labour platforms. Consequently, following the implementation of the Rider Law, there was a much stronger push for union action, focused on creating and organizing the representation for these workers, as well as on seeking a consensus through collective agreements that would regulate specific working and employment conditions. This occurred despite the fact that, in the early stages of collective organization, two delivery worker associations played a prominent role: Riders X Derechos[44] and the Asociación Profesional de Riders Autónomos (APRA)[45] (now defunct), which held opposing positions

39 See https://www.elnacional.cat/oneconomia/es/empresas/uber-alcanza-200-empleados-espana-anuncia-llegara-nuevas-ciudades_1330621_102.html

40 See https://cabify.com/es/sobre-nosotros

41 See https://cincodias.elpais.com/companias/2024-12-27/cabify-aumenta-ingresos-un-24-en-espana-pero-su-mayor-filial-no-sale-de-los-numero-rojos-en-2023.html

42 See https://moovecars.com/quienes-somos-moove-cars/

43 See https://www.vecttor.es/sobre-nosotros/

44 https://www.ridersxderechos.org

45 APRA's opposing position to the Rider Law can be seen at https://elderecho.com/la-asociacion-riders-autonomos-afirma-la-inclusion-la-seguridad-social-mermaria-ingresos

during the legislative process of the Rider Law. The former supported the regulation; the latter was strongly opposed to it.

In general terms, the collective bargaining model in Spain has maintained a structure based on the preference for sector-wide collective agreements over company-level agreements (Rodríguez Fernández, 2016). However, the labour reforms carried out up until 2021 sought to alter this model, leading to some legal uncertainty and conflict, both among social actors and between them and the Spanish government. In summary, the path of the reforms to the collective bargaining model has been as follows:

Law 35/2010[46] promoted internally negotiated flexibility within companies, with rules whose purpose was to make working conditions more adaptable to production circumstances. To this end—explicitly stated in the Preamble—the law made significant changes to the consultation periods within companies, while enabling and streamlining processes not only for geographic mobility but also for so-called "wage opt-outs" and for substantial modifications of working conditions. For its part, Royal Decree-Law 7/2011,[47] prompted by the need to adapt collective bargaining to the changing conditions of the economy and the market, undertook a reform of the legal system of collective bargaining. This reform involved major changes in the structure of bargaining; in the legitimacy for negotiating the content, duration and extension (ultra-activity) of collective agreements; and in the joint committees (Rodríguez Fernández, 2016). The reform highlighted the need to increase company-level collective bargaining as a vehicle for adapting the working conditions regulated in sectoral agreements to the specific economic and production circumstances of a company. However, it left it up to the negotiating parties to decide whether or not to give priority application to company-level agreements, thereby respecting the freedom of the negotiating parties to define the structure of the collective bargaining.

Royal Decree-Law 3/2012 modified key aspects of the collective bargaining system for the purpose of strengthening company-level bargaining and reinforcing employer power in internal decision-making.[48] This law was enacted without formal consultation with the social partners, even though it was preceded by the 2012–2014 Second Agreement for Employment and Collective Bargaining,[49] signed on 25 January 2012 by the most representative national trade unions and employer organizations—CCOO, UGT, the Spanish Confederation of Business Organizations (CEOE) and the Spanish Confederation of Small and Medium Enterprises (CEPYME)—whose commitments were not taken into account by the legislature. Royal Decree-Law 3/2012 grouped together measures designed to not only promote internal flexibility within companies as an alternative to job destruction but also to adapt working conditions to the specific circumstances faced by companies. It also introduced the possibility of "opt-out" (non-application) clauses regarding the current agreement, and it granted priority application to company-level collective agreements

46 Law 35/2010, of 17 September, on urgent measures for reform of the labour market, BOE of 19 September 2010.
47 Royal Decree-Law 7/2011, of 10 June, on urgent measures for the reform of collective bargaining, BOE of 11 June 2011.
48 Royal Decree-Law 3/2012, of 10 February, on urgent measures for reform of the labour market, BOE of 11 February 2012.
49 BOE of 6 February 2012.

over sectoral ones in certain areas, including base salary amounts and salary supplements. The decree also included changes to the "ultra-activity" of collective agreements (continued validity beyond the agreed term), and it strengthened the role of a tripartite institution called the National Advisory Commission on Collective Bargaining Agreements, which was given powers to resolve conflicts arising from opt-outs from collective agreements. All these measures were aimed at making collective bargaining a tool for adaptation and encouraging the renegotiation of agreements, even before they expired (Merino Segovia, 2012).

Even though this reform was challenged before the Constitutional Court, in its Judgements 119/2014[50] of 16 July and 8/2015 of 22 January,[51] this Court ruled that the reform of collective bargaining was fully in line with the Constitution. Specifically, regarding the priority application of company-level collective agreements, the Constitutional Court ruled the following: "the priority application of company-level agreements neither prevents higher-level collective bargaining on matters for which such priority is established, nor diminishes the regulatory effectiveness of existing sectoral regulations, which will continue to apply to all companies within their scope that do not have their own collective agreement" (Legal Basis 6, Judgement 8/2015).

This situation persisted until the 2021 labour reform, which considered it essential to achieve greater cohesion and balance in the existing industrial relations system, within a context of ongoing change arising from the green transition and digitalization. It addressed aspects such as the ultra-activity of collective agreements, the relationship between sectoral and company-level agreements and the determination of the applicable agreement in cases of contracting and subcontracting (Rojo Torrecilla, 2022). Royal Decree-Law 32/2021 acknowledged the need for structural changes in collective bargaining,[52] thereby seeking to reinforce the representativeness of the negotiating parties, enrich the content of collective agreements and strengthen legal certainty in the application and effects thereof (Merino Segovia and Trillo Párraga, 2024). Accordingly, Royal Decree-Law 32/2021 introduced changes in collective bargaining for the purpose of rebalancing the positions of the parties at the bargaining table. It therefore eliminated the preferential application of company-level agreements in matters related to wages (Article 84.2 of the Workers' Statute) and restored the indefinite ultra-activity of collective agreements, unless otherwise agreed (Merino Segovia and Trillo Párraga, 2024).

Finally, Royal Decree-Law 2/2024 has introduced an important change regarding the structure of collective bargaining,[53] which seeks to strengthen the so-called "regional frameworks for labour relations". It establishes the preferential application of collective agreements negotiated within autonomous communities, provided they regulate more favourable conditions for workers than those set out in national-level agreements or accords. Additionally, preference is given to provincial sectoral collective agreements

50 BOE of 15 August 2014.

51 BOE of 24 February 2015.

52 Royal Decree-Law 32/2021, of 28 December, on urgent measures for reform of the labour market, for the guarantee of employment stability and for transformation of the labour market, BOE of 31 December 2021.

53 Royal Decree-Law 2/2024, of 21 May, BOE of 22 May 2024.

when such preference has been established by a regional agreement, as outlined in Article 83.2 of the Workers' Statute, and furthermore when these agreements contain overall more favourable regulations for workers than the higher-level collective agreements with which they overlap (Merino Segovia and Trillo Párraga, 2024).

Despite the aforementioned legal fluctuations, the structure of collective bargaining and the system's social actors have remained largely unchanged. The main players in collective bargaining in Spain are, on the workers' side,[54] the two most representative trade unions, CCOO[55] and UGT;[56] and on the employers' side, the two most representative business organizations, CEOE[57] and CEPYME.[58] One of the most prominent features of the Spanish collective bargaining model is that collective agreements have a general or *erga omnes* effect—that is, they apply to all workers and companies within their scope, regardless of whether or not they are affiliated with the organizations that signed the agreement. Precisely for this reason, the rules on collective bargaining require that the signing organizations must be the most representative in the sector in which negotiations take place. This also contributes to the high coverage rate of collective bargaining in Spain, which reached 91.80 per cent of employees in 2023.[59] Finally, despite all the recent reforms to the collective bargaining model mentioned above, sectoral collective agreements remain predominant in Spain, with little influence from company-level agreements (Rodríguez Fernández, 2016). As it can be seen in the following table, the number of workers covered by sectoral collective agreements has always been significantly higher than those covered by company-level agreements, which in some way reflects the resistance to change—or the resilience—of the Spanish collective bargaining model.

Table 1: Workers affected by company-level and sectoral-level collective agreements

Year when the collective agreement was signed	Total workers affected	Workers affected by company-level collective agreements	Workers affected by sectoral-level collective agreements	Percentage of workers affected by sectoral-level collective agreements
2013	5,247,575	376,470	4,871,105	92.90%
2014	2,169,246	249,303	1,919,943	88.50%
2015	3,548,975	172,852	3,376,123	95.10%
2016	2,832,343	290,427	2,541,916	89.70%

54 In 2023, a total of 1,773 collective bargaining agreements were signed in Spain. Of those, 1,107 were signed by CCOO, 1,087 were signed by UGT, 738 were signed by other trade unions and 133 were signed by worker groups. Data available at https://www.mites.gob.es/es/estadisticas/anuarios/2023/index.htm

55 A brief history and some of the most relevant characteristics of this Union are available at https://www.ccoo.es/Nuestra·organizacion/Quienes_somos

56 A brief history and some of the most relevant characteristics of this Union are available at https://www.ugt.es/que-es-ugt

57 A brief history and some of the most relevant characteristics of this business association are available at https://www.ceoe.es/es/conocenos

58 A brief history and some of the most relevant characteristics of this business association are available at https://cepyme.es/quienes-somos/

59 Data available at https://www.mites.gob.es/es/estadisticas/anuarios/2023/index.htm

2017	3,920,950	277,327	3,643,623	92.90%
2018	4,653,943	271,723	4,364,220	93.80%
2019	3,025,979	263,903	2,762,076	91.30%
2020	1,607,065	162,778	1,444,287	89.90%
2021	4,641,611	282,784	4,358,827	93.90%
2022	3,979,363	331,249	3,648,114	91.70%
2023	3,944,978	216,769	3,728,209	94.50%

Source: own preparation based on data from the Preview of the 2023 Statistical Yearbook of the Ministry of Labour and Social Economy.[60]

3.1 Collective bargaining in the platform economy: actors' strategies and models of collective bargaining in Spain

The collective bargaining model described in the preceding section provides the context for how the actors are involved in the representation and collective bargaining of platform workers in the delivery and ride-haining sectors. A key feature to highlight is that collective bargaining for workers in both types of platforms has been led by the country's traditional and most representative trade unions, CCOO and UGT, without any involvement from other platform-specific unions or associations (such as Riders X Derechos or APRA). On the employers' side, the most distinctive characteristic is that, despite the existence of a business association that represents platforms such as Glovo, Just Eat, Uber and Cabify, called the Spanish Association for the Digital Economy (ADIGITAL),[61] this organization does not have the capacity to engage in collective bargaining in the sector (it functions more as a lobby group). As a result, the platforms themselves or traditional employers' organizations in the passenger transport sector have taken the lead in collective bargaining.

Despite the "modern" nature of platform work, one striking finding from focus groups and interviews with the main social actors is that union action has adopted a traditional (hands-on) approach to worker representation. Union representatives have gone to physical meeting points where workers gather (such as rest and refreshment spots), thereby seeking to integrate them into formalized forms of representation (such as works councils) and facilitate the collective bargaining process.[62] This union activity has not been limited solely to delivery platforms and VTC companies, rather it has also generally spread to other sectors such as care and cleaning, although with greater challenges among these groups. Similarly, union efforts have expanded to broader, "tech" sectors to address new forms of labour precariousness in other areas, such as YouTubers facing dismissal, or to prevent harassment through access to workers' personal data on digital platforms.[63]

At the institutional level, CCOO and UGT have taken part not only in discussions regarding the need for a European directive on the matter, but also in the development of the Social Dialogue Round Table on the reform of occupational risk prevention regulations, with special emphasis on the impact of psychosocial risks on workers in digital platforms.

60 Available at https://www.mites.gob.es/es/estadisticas/anuarios/2023/index.htm

61 See https://www.adigital.org/sobre-adigital/quienes-somos/

62 As stated by the representative of the UGT union in the interview of 3/June/2024, recorded to prepare this Report.

63 *Ibid*.

Nevertheless, the issue that has occupied unions the most concerns the debate over the ideal level of negotiation for developing collective bargaining in the platform work sector. This includes not only deciding between a company-level and/or a sectoral-level approach but also, within the latter, deciding on whether the digital platform sector should be recognized as an autonomous sector, regardless of the specific economic activity.

This debate appears to be resolving with a convergence of the positions of employer associations (CEOE, ADIGITAL and, at the company level, Just Eat) and a part of the trade unions (CCOO).[64] These employer associations and trade unions agree that the ideal level for regulating the working and employment conditions in these economic activities organized through digital platforms is sectoral collective bargaining. In fact, there seems to be a consensus among some of the most representative trade unions (CCOO) and business organisations, according to which a collective agreement for the economic sector to which the platforms belong (delivery or ride-hailing) is the ideal model for collective bargaining. This would mean that platform workers would be covered by the collective agreement for the economic sector to which they belong, together with workers who are not platform workers, although they work in the same sector. However, UGT clearly does not appear to share this criterion.

This approach is even more strongly held within the scope of employer representation (CEOE), which denies the general existence of a distinct economic sector of digital platforms, even though particular interests arise within these business models.[65] The reasoning behind this position—shared not only by employer associations but also by CCOO—lies, on the one hand, in the capacity of the sectoral collective agreement to ensure fair competition among the different economic operators, whether digital platforms or companies not based on those models. On the other hand, the sector provides the ideal negotiating unit from which to guarantee a certain level of equality and social cohesion for workers. Even so, it is worth noting that Spain has already had one experience with sectoral collective bargaining in this context, which ultimately failed. In 2019, UGT, CCOO and the Confederación Intersindical Galega (CIG) signed an amendment to the Fifth State-Level Labour Agreement for the Hospitality Sector with the Spanish Hospitality Federation (FEHR) and the Spanish Confederation of Hotels and Tourist Accommodations (CEHAT).[66] The amendment extended the agreement's functional scope to include digital platform delivery workers (Article 4). This meant that the signatories of this collective agreement understood that there was no substantial difference between how work was performed outside of platforms and how it was performed within them. However, in practice, this Agreement was not applicable to those workers, although it clearly showed the preference

64 In the interviews and focus groups that were conducted, the idea of regulating the working and employment conditions of these economic activities organized through digital platforms via sectoral collective bargaining—without distinction based on the business model's organization—has been supported by Adigital and Just Eat at the company level (recording made on 2/Feb./2024), as well as by CEOE (recording made on 15/Apr./2024). On the union side, CCOO also supports this view (recording made on 20/May/2024). Only UGT expresses uncertainty about the best approach to collective bargaining in activities organized through digital labour platforms (interview recorded on 3/June/2024).

65 The CEOE's position regarding the need to rely on conventional regulations of the entire sector has been the most emphatic, stressing the positive effects that it would have on competition among companies (interview recorded on 15/Apr./2024).

66 BOE of 29 March 2019.

of some Spanish unions to include platform work within the collective agreements of the economic sector in which platforms operate.[67]

All in all, from a business perspective, Just Eat has stated unequivocally that the existence of a sectoral collective agreement would help eliminate the negative image of digital platforms, particularly regarding the labour precariousness that seems to be a hallmark of this business model. However, this would not prevent company-level collective agreements from coexisting alongside a sectoral agreement, which would allow for specific responses to the particular needs of digital platforms and their workers. It is important to point out that Just Eat, unlike what CCOO proposes,[68] is referring to a sectoral collective bargaining agreement specifically for the delivery platform sector; Just Eat is not referring to the integration of these platforms into the collective bargaining frameworks of the economic sectors in which they operate. The main challenge facing this type of negotiation is the differing strategies among competing delivery platforms—especially between Glovo and Just Eat—which makes it difficult for them to unite under a single sectoral collective agreement for the delivery platform sector.[69]

Where the various trade unions and employer organizations do agree is in ruling out the possibility of channelling labour relations on platforms towards the figure of an "economically dependent, digital self-employed worker",[70] due in part to the discussions held at the social dialogue round table convened to develop the Rider Law.

67 In fact, there are other sectoral collective agreements at the provincial level that include platform workers within their scope of application. This is the case of the Collective Labour Agreement for the Hospitality Sector of the Province of Badajoz (Official Gazette of Extremadura of 27 January 2025), whose Article 2 includes "the service of delivering prepared meals or beverages, on foot or using any type of vehicle […] as a service provided by the establishment itself or commissioned from another company, including digital platforms or through them". The same thing happens with the Collective Agreement for Hospitality and Tourist Accommodations of the Province of Valladolid (Official Gazette of the Province of Valladolid of 28 December 2021), whose Transitional Provision Three establishes the creation of a job position "engaged in the delivery of food and beverages (including through or by means of digital platforms)". That position is referred to in Chapter X as a "rider", whose function is defined as the delivery of food and beverages via digital platforms. Similarly, the Collective Agreement of the Food Retail Sector of Navarra (Official Gazette of Navarra of 6 September 2022) includes, in Article 1 thereof, "all companies […] engaged in the retail business of grocery stores, self-service shops and food supermarkets and […] includes companies that are digital platforms whose main activity is the retail sale of all types of food products". Outside the scope of delivery platforms, the 2010–2025 Collective Agreement for the Textile Trade of Gipuzkoa (Official Gazette of Gipuzkoa of 3 March 2023) includes, within its scope of application, "companies whose main or predominant activity is online textile commerce, through proprietary or multi-brand digital platforms, as long as the worker's workplace is located in Gipuzkoa" (Article 2).

68 In the interview recorded on 20/May/2024.

69 It is thus reflected in the focus group in which Just Eat participated together with Adigital (recording made on 2/Feb./2024).

70 This figure is a variable of the economically dependent self-employed work regulated in Article 11 of Law 20/2007, of 11 July, on the Workers' Statute (BOE of 12 July 2007), which was proposed by Uber, Glovo and Deliveroo. See https://cincodias.elpais.com/cincodias/2019/07/16/companias/1563269981_522990.html

3.2 Mapping of collective bargaining agreements in delivery and ride-hailing platforms

This section covers the collective agreements reached in Spain in the sector of delivery and ride-hailing platforms. However, before focusing on these agreements, it should be noted that there is also substantial agreement between employers and unions regarding the subjects or the working and employment conditions considered to be the most relevant in collective bargaining. For both sides, the regulation of working time, wages and occupational health and safety are the most important and significant subjects. Social partners express strong confidence in the regulatory power of collective agreements—especially because they allow for quick adaptation to the sector's changing circumstances, something that legislation does not offer. (At times, the interest shown by platforms in collective bargaining appears to reflect their frustration at being subject to more "rigid" mechanisms, such as the Rider Law.[71]) However, there is some caution among companies and employer organizations regarding the establishment of monitoring systems to ensure compliance with what is agreed on in collective agreements, particularly concerning wages (mainly due to the recent inflation in Spain), as well as regarding mechanisms to correct the "helplessness" that workers have expressed in relation to digital platforms. This "helplessness" is even more pronounced in the VTC (ride-hailing) sector due to the presence of intermediary companies between platforms and workers—where one company handles the employment contract while the platform organizes the provision of work.[72]

Regarding future collective bargaining strategies, CCOO and UGT emphasize the need for trade unions to negotiate the algorithm—or at the very least, to know the criteria used to program it, given that these criteria affect employment and working conditions. It is notable that unions demand that the criteria of algorithms must include compliance with labour regulations (laws and collective agreements). For them, there are clear examples where algorithms do not include respect for regulations in force. However, it is striking that neither trade unions nor employer organizations show particular concern about the collection and processing of workers' personal data. This issue is certainly not a central focus of their collective bargaining strategies. Nor are they especially concerned about the enforcement of collective agreements, likely because they assume that such agreements are being properly applied.[73]

Collective bargaining in the VTC (ride-hailing) sector offers a richer experience than that of delivery platforms. This is because such collective bargaining does not directly involve the platforms themselves—which are entirely absent from these agreements—rather it involves the VTC companies that act as intermediaries, hiring workers to provide services through ride-hailing platforms such as Uber and Cabify. As a result, the collective bargaining follows the traditional model of passenger transport companies, rather than the true collective bargaining of digital platforms. Nevertheless, given that Article 3 of the Platform Work

71 As expressed in the interviews and focus groups that were conducted. Among employers, Adigital and Just Eat (recording made on 2/Feb./2024), as well as CEOE (interview recorded on 15/Apr./2024), consider collective bargaining to be very important as a regulation instrument that allows more swiftly adapting the working conditions to changes in the production reality.

72 This was the criterion expressed by negotiators of the CCOO union in the VTC sector in the interview recorded on 9/Apr./2024.

73 Both CCOO and UGT have argued for these needs in the interviews recorded on 20/May/2024 and 3/June/2024, respectively.

Directive equates platform work with work performed through intermediary companies,[74] the collective agreements below can be considered as pertaining to platform work.

According to information from VTC Resistencia,[75] the collective agreements currently in force in the VTC sector are the following:[76]

Collective Agreement for Passenger Transport by Hired Vehicles with a VTC License in the Community of Madrid (2024).[77] It should be noted that this collective agreement—unlike another agreement from the same region in 2022—is signed only by the union, Sindicato Libre de Transporte (SLT),[78] without the participation of CCOO or UGT.[79] On the employer side, it is signed by ASEVAL[80] and UNAUTO VTC Madrid.[81] Article 15 defines what is meant by an app-based driver; Article 18 regulates the working hours of app-based drivers differently from the regulation for taxi drivers; and Article 39 establishes the disciplinary regime for drivers who reject service requests from platforms.

First Company Collective Agreement for Passenger Transport by Hired Vehicles with a VTC License of the Province of Málaga (2022),[82] whose content is identical to the preceding one. This collective agreement was also signed by Sindicato Libre de Transportes (SLT) and, on the employer side, by UNAUTO, FENEVAL[83] and AE VTC Andalucía.[84] However, it presents an "inconsistency": while it is presented as a company-level collective agreement, its scope, as defined in Article 2, states that it is a sectoral (provincial-level) collective agreement.

74 Directive (EU) 2024/2831 of the European Parliament and of the Council, of 23 October 2024, on improving working conditions in platform work, OJEU of 11 November 2024.

75 According to this organization's website, Resistencia VTC is "a meeting point for VTC drivers fighting for decent work and conditions". See https://resistenciavtc.wordpress.com

76 In an interview conducted on 17 February 2025 with the head of collective bargaining with VTC companies from the State Federation of Citizen Services (Road and Logistics) of CCOO, it was explained that there had been an attempt to negotiate a national framework agreement for the VTC sector but that such negotiations are currently on hold. The Federation's strategy is to negotiate that framework agreement so that all app-based drivers in Spain are covered by a collective agreement, in contrast to the current fragmentation of collective agreements.

77 Official Gazette of the Community of Madrid, of 24 August 2024.

78 According to its website, this union is "an autonomous and independent organization committed to the rights and well-being of transport workers in Spain". See https://sindicatolibredetransporte.com

79 In the same interview conducted on 17 February 2025 with the head of collective bargaining with VTC companies from the State Federation of Citizen Services (Road and Logistics) of CCOO, it was explained that the Federation did not sign these collective agreements for two reasons: the first is related to wages, which are considered excessively low in the context of the ongoing increase in Spain's minimum wage; the second concerns the reference in the Madrid collective agreement to Royal Decree 1561/1995, of 21 September, on special working time arrangements (BOE of 26 September 1995), which is not deemed to be applicable. This reference does not appear in the collective agreement of Andalucía.

80 ASEVAL is the Business Association for Vehicle Rentals With and Without Drivers of Madrid. See https://aseval-madrid.com

81 According to its website, UNAUTO VTC is "the leading association in the driver-driven vehicle rental sector in Spain". See http://unautovtc.com/conocenos

82 Official Gazette of the Province of Málaga, of 3 August 2022.

83 FENEVAL is the National Federation of Rental Vehicles. See https://www.feneval.com/sobre-feneval/

84 VTC Business Association of Andalucía. See https://uvetece.org/la-asociacion/

First Sectoral Collective Agreement for the Activity of Vehicle Rentals with a Driver (VTC Transport Services) in the Balearic Islands for the Years 2023, 2024 and 2025.[85] Unlike the two preceding agreements, this one was signed by CCOO and UGT and by the Vehicle Rentals with a Driver Business Association of the Balearic Islands. Moreover, also unlike the other two agreements, which include platform drivers within their scope, this one expressly excludes them in Article 4: "[…] the negotiating parties temporarily and exceptionally exclude, from the functional scope, the VTC activity carried out through digital or electronic contracting platforms, due to their lack of presence in the territory of this Autonomous Community and because of their unique and distinct configuration compared to the traditional VTC activity […]. Nevertheless, the signatory parties acknowledge the need to include and define the content of the labour relations that could arise in the future from VTC services provided through digital or electronic contracting platforms. Therefore, if such services are implemented within the territorial scope of this Agreement during its term, the negotiating committee will urgently convene upon becoming aware of this circumstance, both to include the companies and workers involved in the drafted text and to regulate the working conditions." Thus, the exclusion of platform workers is due solely to their current absence in the Balearic Islands, not due to a lack of intent to eventually apply this same agreement to them.

Collective Agreement of the VECTTOR Group (2023).[86] This agreement covers the VTC companies of the group operating in Seville and Málaga. It was signed by the group's representatives on the business side and by CCOO and UGT on the union side. Its content is essentially the same as the agreements signed in Madrid and Málaga and therefore includes specific provisions regarding the definition of an app-based driver, the working hours for app-based drivers and their disciplinary regime.

Collective Agreement for Passenger Transport by Hired Vehicles with a VTC License – Ares Capital, S.A. (Centre of Bilbao) (2021)[87]. This collective agreement was signed by the company and by a staff delegate (a representative elected by the workers). It is a collective agreement that applies exclusively to platform workers (Article 3): "This collective agreement will apply to the staff of [the company] whose main activity, under the corresponding administrative authorization of so-called VTCs, is the rental of vehicles with a driver, contracted by users through digital platforms […]". Its content is similar to that of the aforementioned agreements in Madrid and Málaga.

First Collective Agreement for Passenger Transport by Hired Vehicles with a VTC License for the Autonomous Region of Andalucía (2025).[88] This collective agreement was signed by Sindicato Libre de Transporte (SLT) and UGT and on the employer side by A.E. VTC Andalucía, ANDEVAL and UNAUTO. It is a sectoral collective agreement at the regional level, with a duration until 2027 (Article 4). Its content is similar to the previously mentioned agreements for Madrid and Málaga, and it therefore includes specific rules on the working time of app-based drivers, which differ from those that are applicable to taxi drivers.

85 Butlletí Oficial de les Illes Balears of 11 July 2023. The Butlletí Oficial de les Illes Balears of 15 August 2024 published the resolution of the joint committee of this collective agreement on the wages for 2024 and 2025.

86 Official Gazette of the Regional Government of Andalucía, of 5 December 2023.

87 Official Gazette of Bizcaia, of 11 January 2021.

88 Official Gazette of the Regional Government of Andalucía, of 7 February 2025.

As it can be inferred from the preceding, except for the collective agreement signed by CCOO and UGT in the Balearic Islands, there exists a kind of "standard" or "model" collective agreement that is being negotiated across different territorial scopes over time. Using the most recent collective agreement of Andalucía as an example, the sections that refer to workers who provide passenger transport services through digital platforms such as Uber and Cabify are the following:

1) Definition of app-based drivers as "those who operate vehicles whose billing is carried out primarily through an electronic contracting platform (app)". The collective agreement notes that these drivers differ from taxi drivers (traditional private service) due to "the different nature of the type of service, schedule flexibility, work organization, objectives, responsibilities and ways of working" (Article 15), but it does not explain what these differences actually are.
2) Definition of effective working time. Essentially, effective working time is defined as "the time that elapses as from the moment when a driver accepts a service until it is completed" (Article 18.6.a). However, effective working time is also considered to be "the driving time while connected to the platform […] as long as the driver is within the area indicated by the company and within the time frame established by the company" or when returning to that area after having completed a service (Article 18.6.a). Effective working time is likewise considered to be "the driving time that, while connected to the [platform], elapses as from when the driver picks up the vehicle at the company's facilities until they reach the area indicated by the company to carry out the services, as long as the driver proceeds immediately and directly to that area to perform their services" (Article 18.6.a and c). Merely connecting to the platform does not in itself constitute proof of working time (Article 18.6.8). The driver is entitled to a 30-minute break during the workday, during which they must be disconnected from the platform (Article 18.9).
3) Impacts of the work for platforms, even when carried out through intermediary companies. Within the disciplinary regime, "unjustifiably rejecting or failing to accept a service on three occasions in a month by a platform driver" is considered a minor offence (Article 39.1.f). "Unjustifiably rejecting or failing to accept a service between four and six times in a month by a platform driver" is considered a serious offence (Article 39.2.l). Finally, "unjustifiably rejecting or failing accept a service seven or more times in a month by a platform driver" is considered a very serious offence" (Article 39.3.l).

None of the collective agreements for passenger transport platforms analysed above make any reference to issues related to the capture of workers' personal data or to the algorithms used by the platforms for task assignment and worker evaluation.

Conversely, in the delivery platform sector, the most comprehensive experience in collective bargaining comes from an agreement on working conditions between Just Eat and CCOO and UGT, signed on 17 December 2021.[89] Unlike the previously discussed collective agreements, this agreement does include particularly detailed provisions on

89 The text of this collective agreement can be consulted at https://www.ccoo-servicios.es/archivos/Acuerdo%20Sindicatos%20JUST%20EAT(1).pdf

personal data and on transparency in the use of algorithms (Rodríguez Fernández, 2024). The following are some of the most noteworthy aspects of this collective agreement:

1) The definition of effective working time: "from the beginning to the end of the scheduled daily shift" (Article 34). For effective working time to begin to be counted, the worker must be "in uniform and be at the disposal of the Company, waiting to receive the means and instructions for providing services". For workers who start at the "operations centre," working time includes the time "spent […] travelling from the operations centre to the assigned waiting area and from the location of the last delivery back to the operations centre". For workers who do not start at the "operations centre", effective working time begins when "the worker is in the assigned waiting area as from the beginning of their scheduled shift, and it ends when the shift ends". In no event is the time that it takes to travel between the worker's home and the assigned waiting area considered effective working time.
2) The collective agreement establishes time slots from Monday to Sunday and from Friday to Sunday (for weekend workers) during which services can be provided. The company is responsible for organizing the weekly "work schedule from Monday to Sunday individually for each worker" and must communicate the schedule at least 5 calendar days in advance (Article 35).
3) Delivery workers are entitled to a weekly rest period of 2 uninterrupted days, though they do not necessarily have to fall on Saturday or Sunday, given that weekly rest days "may take place from Monday to Sunday" (Article 35).
4) Workers receive a base wage, to which supplements are added for night work (work performed between 10:00 p.m. and 6:00 a.m.), work on public holidays and work during vacation periods (Article 58). The base wage is set at €8.50 per hour (Article 59). They are also entitled to receive financial compensation for the use of their own motorcycle, electric bicycle or traditional bicycle (Article 60). Additionally, they are entitled to receive tips, which "will be processed digitally and will be paid monthly together with the rest of the wage" (Article 61).
5) Workers receive training from the company on the following subjects: "road safety when on the road and compliance with traffic regulations; first aid, correct use and maintenance of personal protective equipment […]; identification of potential risks inherent in the activity (e.g., adverse weather conditions, heavy traffic, etc.) and the corresponding action protocol; action protocol in the event of a serious incident or injuries resulting from a traffic accident" (Article 46).
6) Finally, an article is included to specifically address the digital rights of workers (digital disconnection, right to privacy in the use of company-owned digital devices, right to privacy regarding the use of video surveillance and sound recording devices and right to privacy regarding the use of geolocation systems). This article regulates matters related to data protection and transparency in the use of algorithms and artificial intelligence (AI) systems (Article 68). The company must inform worker representatives about the use of algorithms and AI systems for decision-making that might affect working conditions (in line with the provisions of Article 64.4.d of WS). It must provide information on the parameters, data and programming rules of the algorithms or AI systems, particularly "the relevant information used by the algorithm and/or AI systems to organize the worker's activity, such as the type of contract, the number of contracted hours, the schedule preferences of workers and prior days off". The company must ensure human oversight in the decisions made by algorithms and/or AI systems, and "data that could lead to violations of fundamental rights,

including but not limited to workers' gender or nationality", may not be used for such purpose. A joint "algorithm committee" is established, through which all information related to the algorithms and/or AI systems used by the company will be managed. Lastly, the company is required to clarify whether workers are communicating with humans or chatbots in communications with the company. In cases in which communication is with a chatbot, any conversations held "may not be used to sanction the [worker]".

This collective agreement, whose content is highly relevant and indicative of the characteristics of platform work, has not been fully implemented. In particular, the provisions related to transparency in the use of algorithms and artificial intelligence systems have barely been put into practice, given that the "algorithm committee" has yet to be established (Rodríguez Fernández, 2024). As a result, on 14 January 2025, a second collective agreement was signed,[90] which extends the previous one until 31 December 2025 (Section 1). This second agreement was signed by Just Eat on the employer side and by CCOO, UGT and the Federation of Independent Retail Workers (FETICO).[91] Among other provisions, it includes the following points of interest:

1) Base salary increase of 1.5 per cent for 2025 (Section 2).
2) Compensation for the use of a personal motor vehicle for deliveries (Section 3).
3) Possibility of taking off two Sundays per quarter (Section 5).

This is a transitional collective agreement, given that a "coordination committee for negotiation" is created, which will be responsible for negotiating aspects of the previous collective agreement that have not been implemented, including "the creation and launch of the algorithm committee provided for in Article 68 of the collective conditions agreement", as well as other matters not regulated in the previous agreement but that could be advisable to include in the future (Section 7). All in all, the text of this second agreement clearly shows that Just Eat is pursuing a new collective bargaining strategy, aimed at negotiating a sector-wide collective agreement for delivery platforms, together with Glovo and Uber Eats. That intention is clearly reflected in the introduction to the second agreement: "The signatory parties reaffirm their commitment to an agreement framework that, overall and in aggregate, not only respects the various sectoral references that could apply to the delivery activity but also enhances the specific nature of platform-based delivery [the reference to a sectoral collective agreement is evident here], while expressing their desire for *this renewed agreement to serve as a guide and model for labour regulation in the sector, consequently contributing to the establishment of standards for future negotiations and sectoral agreements*" (emphasis added).

The preceding implies, first of all, the need to create an employer organization for the delivery platform sector, which has yet to be established and whereby a sectoral collective agreement can be negotiated. Second, it will be necessary to get past the strategy of CCOO, which, as previously mentioned, prefers that platforms be integrated into the collective agreements of the economic sectors in which they operate, rather than creating a specific sector of platforms. Finally, negotiating a sectoral collective agreement would mean that, to a certain extent, Just Eat, Glovo and Uber Eats—fierce competitors in the

90 See https://www.ccoo-servicios.es/acuerdos/html/61644.html

91 FETICO describes itself as an "independent union federation". See https://www.fetico.es/conocenos

delivery sector—would have to agree on a "floor" of minimum conditions for all workers, despite past conflicts between them regarding unfair competition. All of this is possible, but certainly challenging.

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

In Spain, the right of access to personal data is regulated by a national data protection law, Organic Law 3/2018,[92] which incorporates and expands upon the precepts and content of the European General Data Protection Regulation (hereinafter, GDPR).[93]

Organic Law 3/2018 establishes that the right of access to data shall be exercised in accordance with the GDPR (Article 15): the right to obtain information regarding the processing of personal data is recognized with respect to aspects such as the purposes of processing, the categories of personal data concerned, the recipients to whom the data will be disclosed (especially third parties), the period during which the data will be stored or the criteria used to determine that period, the existence of the right to rectification or erasure, the right to lodge a complaint with a supervisory authority, information about the source of the data (when not collected from the data subject) and the existence of automated decision-making, including profiling, or, if applicable, meaningful information about the logic involved, as well as the significance and the consequences of such processing.

In terms of procedure, this right may be exercised either directly or through a representative (legal or voluntary). Upon request, the data processor is not only required to inform the data subject of the means that are available to them for exercising that right, the processor must also respond to a request for data (Article 12, Organic Law 3/2018). The result of such a request will be to provide a copy of the personal data. If the request is made electronically, the information must be provided in a commonly used electronic format (Article 15, GDPR). The maximum period for responding is set at one month, and if the request is not fulfilled, then the reasons must be explained. Finally, the right of access can be exercised at companies or establishments within the European Union, regardless of where the data processing takes place (Article 3, GDPR), as well as within the context of possible inter-company relationships.

To support the exercise of data requests, Spain has the Spanish Data Protection Agency (AEPD), which is the agency that is responsible for overseeing the application of regulations in force on personal data protection in order to safeguard the rights and freedoms of individuals regarding data processing. As part of its duties in supporting and informing the public, the AEPD provides information about the content of those regulations and provides

92 Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights, Official State Gazette (BOE) of 6 December 2018.

93 Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

forms[94] to facilitate exercising the right of access to information, as well as other rights.[95] The GDPR also recommends that all information provided should follow a layered or tiered approach, including basic and additional information (in accordance with Articles 13 and 14 of the GDPR).

While there is extensive information and academic literature on exercising the right of access to data, in Spain knowledge about practical experiences in requesting data from platform companies remains limited. Unlike the international context – where the collection and analysis of data from companies operating through digital platforms has already become a more or less established line of research[96] – in Spain there is no research within this specific area.

Within this context, the GDpoweR project has opened up a pioneering line of analysis in Spain, and it has posed the central objective data collection by workers at platform companies. The aim is to not only improve our knowledge of the data that are being recorded (the type of information, data and categories that are used by such companies), but also analyse compliance with the provisions of applicable collective bargaining agreements and ultimately strengthen the role of labour relations and social partners at both the sectoral and company levels.

The following section describes the data request process. Subsequently, the second section examines the difficulties encountered in this process, and finally, the third section analyses the responses provided by companies to workers exercising their data protection rights.

4.1 Data collection method and challenges

4.1.1 Data request: strategy and results obtained

The process of data being requested from platforms by workers has posed a significant challenge, both methodologically and analytically, and it has yielded valuable results with respect to the information obtained. The most significant elements are described below.

In line with the project's methodology, the workers themselves made the data requests from the platforms (or companies) within the analysed sectors (delivery and ride-hailing), given that the workers are the persons who exercise the right of access to their data. However, to provide greater protection against potential dismissals or sanctions, efforts were made to ensure that the workers who submitted the data requests were employee representatives (either works council members or trade union delegates). The collaboration of social partners – namely, representatives of employers' associations and of trade unions from both sectors – was also considered crucial for raising awareness of the study's purpose and facilitating its implementation.

[94] See https://www.aepd.es/documento/formulario-derecho-de-acceso.pdf.
[95] For example: the right to rectification; the right to object; the right to erasure (right to be forgotten); the right to the restriction of processing; the right to data portability; the right not to be subject to automated decision-making; the right to information; as well as Schengen rights and the EU-U.S. Privacy Framework.
[96] For example, see the contributions made by *Worker Info Exchange* at https://www.workerinfoexchange.org/.

In accordance with legislation in force, data requests were made of companies based on the right to data portability concerning the data provided and observed indirectly about the individual (Article 20, GDPR), as well as based on the right of access to all personal data not covered by portability (Article 15, GDPR). Specifically, the requests for data sought information in the following categories: a) automated decision-making; b) metadata related to data processing; c) information on the purposes and legal basis of the processing; and d) data storage practices, among other aspects.

The data request process took place throughout 2024 and involved a high degree of innovation, and it was divided into several action phases. In a preliminary phase, several meetings were held with sectoral and company representatives to explain the project and request their cooperation. These meetings also served to gather information about the labour situation of workers in both sectors. Once workers agreed to participate, the content of the data request was sent to each one, together with all the required documentation according to the project, thereby initiating the request process. Procedurally, the data requests had to be submitted by the workers themselves, and in the first phase, nine requests were submitted by workers in the ride-hailing sector.

However, after the initial submissions, several difficulties were identified in effectively exercising the right of access to data (lack of knowledge about the channels, training, insufficient time to complete the request, etc.). As a result, a procedural change was made, such that the project's researchers themselves subsequently centralized and submitted the requests, with the necessary authorizations provided by the workers. This approach allowed for better traceability and follow-up on the data request process. In this second phase, 20 requests were submitted to the companies under analysis (11 to Glovo and 9 to Just Eat). At the end of the legal response period, five replies were received from Glovo.

In light of this situation, and with the aim of achieving better results, the data request process was reactivated through a new round of contacts with trade union federations and representatives, as well as through direct contact with the companies, which were informed about the objectives of the study. This revealed that the previous lack of a response had been due to errors in sending and/or receiving the data requests. After this renewed effort, three additional responses were obtained from the delivery sector (Just Eat) and one from among ride-hailing companies (Servicar). At this point, sufficient information had been collected for the delivery sector, but not for the ride-hailing sector. The information about workers received from this latter sector was insufficient to meet the project's objectives.

Consequently, at the end of 2024, a new phase in the data request strategy was initiated, specifically focused on requests for data of workers in the ride-hailing sector. A request was made via social media platforms (Facebook, X), resulting in 15 workers expressing their willingness to participate. Following the centralized request procedure, two additional requests were submitted, with one response received from the company Moove Cars.

4.1.2 Difficulties and challenges of the process

In general, the process of requesting personal data proved to be quite complex, with various types of difficulties arising. Initially, there were challenges inherent in the data request itself, which required the fulfilment of two essential conditions: the participation of the workers in exercising their right and a response from the companies.

Regarding the channels used for submitting the data requests, initially the requests were made through the websites of the companies. However, this sometimes limited the information that could be requested (text length restrictions) or made it impossible to send files with the documentation. In the case of VTC (ride-hailing) companies, the process was even more difficult, given that they have no online channels like those provided by digital platforms, and requests had to be made through alternative means, which are not always known to the workers. On the workers' side, the difficulties in making the request were mainly related to the need for greater knowledge about the right of access to personal data, as well as having the time to make a request, which the workers often don't have, or the means (beyond a mobile phone). Beyond that, the main difficulty was in the workers' fear of retaliation due to exercising this right, which deterred many of them from submitting data requests, even if they initially expressed interest in participating in the project.

Given these difficulties, a second approach was adopted: submitting data requests via certified postal mail. This method also presented certain complexities, given that it meant that the research team had to send the forms to the workers, which they had to complete and sign and then return. Once the duly filled out and signed forms were received, the research team then forwarded them to the companies via certified mail.

Other difficulties that had to be considered were related to the research process itself. Submitting a significant number of requests to the same company within a short period of time (and with similar characteristics) could influence the company's willingness to participate, especially if it had not been informed of the project in advance – a factor that should have been considered in the methodological design of the project. Likewise, a considerable amount of time was devoted to not only contacting workers but also preparing and sending the requests. The one-month response deadlines, together with the successive follow-up rounds, extended the initial data request deadline.

For future studies involving data requests, several key elements can be identified. First, the protection of workers must be a central concern, given that requests for information may have consequences for the work relationship (such as dismissal or deactivation from the platform), and this has a decisive influence on a worker's willingness to participate in this type of research. In this regard, exercising the collective right to information through the legal representation of workers appears to be the most appropriate route. Second, the traceability of the process is essential to obtaining responses from companies. In our case, having the researchers centralize the submission of requests allowed effective tracking of the entire process. Third, given that this research involves personal data within the labour context, it is important that studies of this type include the active participation of key stakeholders – namely, the workers and their representatives, as well as the company itself. This involvement can sometimes facilitate the data request process and improve the results obtained.

4.1.3 Responses provided by companies

Of the total number of requests made (32), 10 responses were received from platform companies (5 from Glovo, 3 from Just Eat, 1 from Servicar and 1 from Moove). The deadlines established by law were met in all cases, although in one instance the request for

information had to be resent because the company stated that it had not received the original request.

As a starting point, it is important to note that the companies justify their responses to workers pursuant to the GDPR, specifically regarding the previously mentioned right of access to personal data (Art. 15) and the right to data portability (Art. 20). For analysing the responses received, it is necessary to distinguish between the information that the platform companies claim to have on their workers and the data that they actually provide to those very workers. This section analyses the information provided by the companies regarding the personal data of the workers and how those data are managed internally at the companies (types of data, processing, storage, purposes, etc.). The following section will address the data that the companies have actually sent to the workers.

Reasons or purposes for the recording of data

In general, the companies inform about the reasons why the personal data of workers are recorded. In some cases, the grounds according to which the company records and processes the personal data are stated. For example, Just Eat states that "we are required to process your personal data for multiple reasons, such as maintaining our employer-employee relationship, administration, taxation, payroll, performance evaluations, etc. For more information about the purposes of the processing of your employee data, we refer you to our employee privacy statement and to the privacy statement of the application." These privacy statements are included as annexes to the employment contract and were sent as supplementary documentation. In other cases, the information given about the reasons or grounds for the data processing is segmented by topic. For instance, Glovo reports that it uses personal data exclusively for the following purposes: a) legal and contractual purposes, such as to comply with the law, to respond to legal claims or to defend against legal actions, as well as to enable use of the platform; b) security purposes, such as to protect couriers and the company from fraudulent activities and to cooperate with authorities; c) commercial purposes, such as for marketing activities, service development, offering promotions, generating receipts and sharing relevant information with couriers; d) statistical and research purposes, such as to analyse usage patterns and user behaviour and to conduct market studies. In the case of Servicar, it reports that data are collected and used for "carrying out all tasks related to both personnel management (recruitment, evaluation, promotion, etc.) and administration (contracts, payroll, social security, etc.)." Similarly, Moove Cars reports that data processing is necessary to comply with employment contract requirements, to fulfil legal and regulatory obligations, to be able to manage legal claims and to detect and prevent fraud, as well as to perform business activities. Moove Cars also indicates that personal data are processed within the context of "specific activities such as the management of driver and vehicle services", which may include the processing of sensitive personal data such as evaluations of work capacity or data concerning "employees with difficulties in their personal or work relationships (such as cases of discrimination)".

Specifically, since some of the people submitting requests are worker representatives, in some cases Glovo reports and clarifies that personal information is processed within the framework of the employment relationship established with the company.

Types and categories of personal data

Companies also usually provide information about the personal data collected and/or generated by the platforms, therefore establishing different categories and classifying data according to several variables (such as use, purposes, etc.). Regarding this point, Glovo reports that it has the following categories of data on couriers: identification data, contact information, social security documentation, banking and billing data and user account information, as well as data related to deliveries performed through the platform. Likewise, for each specific purpose, Glovo specifies the type of data that is recorded. For example, in the case of safety-related purposes, the following data are required: photo, image, accident insurance processing details, conversation information and geolocation data. In the case of Servicar, the company states that the data it holds "were generated due to our relationship, specifically for performance of the employment contract. In this regard, we have your identification and contact details (full name, ID number, email address and telephone number), in addition to proof of being a bank account holder, your social security number, your driver's license and a points certificate from the DGT (Spanish traffic authority)." Just Eat, for its part, refers to the employee privacy statement and the employee privacy code for information about categories of data, and it also provides details about the data it sends, which are grouped into three broad categories: employment data, courier data and customer data (see below). Finally, Moove Cars identifies the following categories of data: basic contact information (email, home address and emergency contact information); data relevant to employment management (payroll, financial requirements, pension or retirement plans, health insurance and assignment and use of company equipment, such as a vehicle and a phone); performance-related information (training, formal complaints and disciplinary records and driving styles and habits); information provided during the employment relationship (vacation dates, sick leave, medical certificates or any other fitness-for-work declarations); monitoring of work tools to prevent the misuse or leaks of data (including email and other documentation stored in the company's IT system); and location data (latitude and longitude).

Information about processing

Companies disclose how they use or process workers' personal data in reference to several elements, notably including the following: the existence or absence of a data protection officer and relationships with service providers and other entities, as well as the transfer of data to third parties.

Regarding the data protection officer, Glovo assures that "there are no joint data controllers in this case. Instead, Glovo assumes full liability for management and protection of the relevant personal data. As the sole controller of this data, Glovo undertakes to comply with all applicable legal and ethical obligations, thereby ensuring the integrity, confidentiality and security of the personal information in its custody." In the case of Servicar, it states that, in general, "only duly authorized personnel within our organization have had access to your personal data in order to provide you with our services." Just Eat refers to the employee privacy statement and the employee privacy code for information on this topic. Moove Cars states that it "has appointed a data protection officer, who is supported by the Privacy Office", and it refers to its privacy policy for more detailed information about data transfers between companies of the group and other service providers.

Regarding relationships with service providers and the handling of personal data, Glovo states that it uses "service providers who process personal information according to our instructions and on our behalf (...). These providers can vary in nature, including, for example, technology providers (IT security, application and database development, etc.), marketing agencies, outsourced customer services, providers of payment services and fraud control providers, among others." In the case of Servicar, the company declares that personal information has been accessed by "those entities (data processors) that needed access in order for us to provide our services. In this regard, we inform you that we have always implemented the appropriate security measures to safeguard your information. Likewise, in accordance with Article 28.3 of the [GDPR], we have regulated such processing activities by signing a contract for such purpose." Just Eat refers to its employee privacy statement and employee privacy code for information on this matter. Moove Cars states that personal data are shared with subsidiaries of Moove Cars and with external organizations such as payroll and tax service providers, among others.

Finally, with respect to the transfer of personal data, Glovo indicates three situations in which such data may be transferred: a) in actions related to the contractual relationship; b) in the rendering of delivery services; and c) in transfers to governmental bodies, law enforcement agencies, etc. Consequently, it acknowledges that personal data "will only be shared with third parties when necessary to establish, perform or terminate the contractual relationship" (advisors and consultants, insurance brokers and companies, external service providers, service providers in cases of accidents or medical leave, providers of health and occupational safety services). Similarly, data may be transferred to "establishments-shops that have commercial agreements with Glovo to sell their products through the platform and with consumers who have placed orders that have been accepted for delivery". Finally, Glovo indicates that "it may transfer your data to governmental agencies, law enforcement agencies, courts, mediation and arbitration bodies and to authorities or governments, if required to do so." Regarding the origin of the data, Glovo explicitly states that "all personal data are collected exclusively through the Glovo platform." By making this provision, Glovo positions itself as the sole source for obtaining information. In its response, the company also affirms that data "may be transferred within and outside of the European Union to companies of the group or to third parties for contract management, in compliance with data protection laws. Currently, the personal data recorded in Glovo's databases are stored on servers of Amazon Web Services located physically in Ireland and Germany." Servicar reports that the personal data of individuals "have not been communicated to any other third-party entities or individuals". Just Eat once again refers to its employee privacy statement and employee privacy code for information on this matter. Moove Cars, for its part, states that some personal data may be transferred internationally, securely and in compliance with applicable regulations, including to countries, territories or organizations outside of the European Economic Area.

Storage and retention

Companies also provide information about the storage of personal data. In this regard, Servicar states that it retains data "for as long as required by law. Once the applicable legal periods have expired, we will proceed to delete the data in a secure and environmentally responsible manner." In the case of Glovo, it reports that data are retained for the period

established under current legislation: a) commercial agreements (Article 30 of the Commercial Code),[97] for a period of six years; b) consumer claims (Article 124 of Royal Legislative Decree 1/2007),[98] for three years; and c) according to regulations on e-commerce and information society services (Article 45 of Law 34/2002),[99] for a maximum period of three years. Just Eat refers to its employee privacy statement and employee privacy code for information on this matter. Moove Cars states that personal data are retained for as long as necessary to comply with the purposes described in its data protection policy or for as long as required by law.

Algorithmic management

One of the central aspects of data requests concerns information about automated decision-making. The related responses were the following: Glovo reports that the company "does not make decisions that might significantly affect couriers who are users of the platform, based solely on automated data processing". Specifically, it points out that "in the processing performed by Glovo and according to which decisions are made, those decisions are mediated by human intervention." It also clarifies that "no profiles are created based on personal data or characteristics, and results depend on the voluntary actions of the user couriers, which can be manually corrected at any time." Finally, Glovo mentions that "the exercise of rights, access to goods or services and the ability of user courters to enter into contracts are not restricted." In the case of Servicar, workers are informed that "our company does not use automated decision-making. Therefore, we do not create profiles about our clients." Just Eat refers to the privacy notice of the Scoober App, which is included as an annex to the employment contract. This annex indicates that the company may "make automated decisions and carry out profiling activities" and that automated decisions can be used to select the delivery orders that will take the courier the least amount of time to complete, with such decisions always being subject to human oversight. In Moove's privacy policy, no information is provided regarding automated decision-making. It does state, however, that for any data processing that is not previously described and that might potentially and significantly affect individuals, "a data protection impact assessment will be conducted in accordance with the GDPR. When applicable, staff or employee representatives will be consulted."

Information about rights

Companies also provide information about the rights of workers regarding their personal data (portability, access, erasure, etc.), therefore indicating the internal procedures, as well as the available public mechanisms. In the case of Servicar, workers can contact the company to "find out what information we have about you, to rectify that information if it is incorrect and to delete it once our relationship has ended, provided that doing so is legally possible". The company also informs workers of their right to "request the transfer of your information to another entity" (portability). To exercise these rights, a worker must submit "a

97 Royal Decree of 22 August 1885, by which the Commercial Code was published, BOE of 16 October 1885.

98 Royal Legislative Decree 1/2007, of 16 November, thereby approving the recast text of the General Law for the Defence of Consumers and Users and other, supplementary laws, BOE of 30 November 2007.

99 Law 34/2002, of 11 July, on Services of the Information Society and Electronic Commerce, BOE of 12 July 2002.

written request to our address, together with a photocopy of your ID so that we can identify you. Our offices have specific forms available for exercising these rights, and we offer assistance in completing them." Finally, workers are provided with the contact details of the Spanish Data Protection Agency (AEPD) in case their rights are not respected by the company. Glovo, for its part, reminds workers that they may exercise their "rights of access, rectification, erasure, restriction of processing, portability and objection at any time, free of charge, via the form available on the platform or via email at gdpr@glovoapp.com. In any case, you may contact the Spanish Data Protection Agency and, if necessary, lodge a complaint to seek the protection of your rights." At Just Eat, workers are referred to the employee privacy statement and the employee privacy code, both provided as annexes to the employment contract. The privacy code includes the right to request access to or the rectification or deletion of personal data, as well as the rights of restriction of processing, to portability and to objection, at any time. It also acknowledges the right to lodge a complaint with the relevant supervisory authority. A privacy form is made available to workers for the exercise of these rights. In the case of Moove Cars, workers are referred to an email address for the data protection officer, provided by an external company, as well as to the company's human resources manager.

Documentation

Together with their responses, the companies provided various types of worker documents, as well as information about those documents at the same time. In the case of Glovo, the company states that it includes a copy of the employment contract, specifying that the data thereof are used for the following purposes: a) formalization, management, development and termination of the employment relationship; b) formalization and management of administrative, tax and accounting activities derived from the relationship with the worker; c) compliance with occupational risk prevention regulations; d) activities related to trade union activity at the company (given that the request was submitted by a worker representative); e) identification of the person or driver; and f) compliance with requirements received from the Labour Inspectorate or similar authorities. In the case of Servicar, the company reports that the following documents are provided: employment contract, national ID (DNI), proof of being the holder of a bank account, driver's license and a points certificate from the Spanish Traffic Authority. At Just Eat, the documentation provided includes the employment contract and the amendments and annexes thereof, the driver's license and the work and residence permits.

Delivered data

Finally, the responses from the companies were accompanied by data files, which were sent in electronic format but with different structures and formats. In the case of Just Eat, five Excel files were sent (in an encrypted ZIP file, with the password sent via separate email), containing various categories and types of data, which greatly facilitated the analysis and study thereof. Conversely, Glovo sent data in PDF format, with a very limited number of categories and variables. Servicar did not submit any type of data beyond the aforementioned worker documentation, making it impossible to determine what information the company has on workers who use the platform. At Moove Cars, the delivered data came in an Excel file containing the following personal information: name,

surnames, national ID (DNI), address, telephone number, hire date at the company, personal email, bank details, social security number, disability status and gender, in addition to some data related to the working relationship (hire date at the company, office personnel status, professional email, sick leave status and full-time work status).

Overall, the responses provided by the platform companies allow drawing several conclusions. First, the lack of a response to the data requests from the companies is notable. Companies should make it possible to exercise the right of access to personal data. Lacking a response, workers could lodge a complaint with the competent authority (AEPD in Spain), which, if appropriate, could initiate sanctioning proceedings. Second, the content of the responses reveals a diversity of arguments that, with varying levels of detail, attempt to explain what worker data are being recorded. In this regard, without getting into an assessment of compliance with legal standards, the content related to algorithmic management is particularly noteworthy. Some companies claim that no decisions are made based solely on automated processing, or they claim that such decisions are mediated by human intervention, or even that no automated decision-making or profiling occurs at all. These claims are difficult to reconcile with the fact that the very organization of platform work fundamentally relies on algorithmic management. Conversely, other companies do acknowledge the existence of automated decision-making and profiling activities, therefore specifying the purposes for which such activities are carried out, if applicable.

4.2 Data about workers collected by digital labour platforms

In response to the data access requests submitted by the workers, the companies attached a set of data together with their replies.

The type of data offered to workers by the companies was inconsistent. On the one hand, the companies that manage vehicle fleets with drivers offered insufficient data to workers so that the objectives of the project could be met. One of the companies only offered personal data already submitted by the actual worker (full name, national ID, driver's license, social security number or residence permit), while the other company provided a few additional labour-related data, such as the worker's hire date at the company, their professional email address, their job category (office or non-office personnel), the type of employment (full-time or part-time) or the status regarding temporary disability (see Table 1 in the annex).

On the other hand, among delivery platforms, there are significant differences between the two analysed companies (Glovo and Just Eat) in terms of the data provided.

After the request for data, Glovo provided information to its workers regarding two areas: personal data and delivery-related data. One the one hand, the couriers are identified by their national ID (DNI) or foreign ID number (NIE). On the other, each delivery made by the worker is listed. The deliveries are identified using an order ID number and an alphanumeric order code. Associated with these data are additional points, such as the city of the delivery, the date and time when the order was created, the name of the establishment where the order had to be picked up, the delivery address, the purchase price of the order

and whether the order was delivered or cancelled. In Glovo's case, the requests were made both by couriers under employment contracts and by self-employed couriers, and the data provided was identical in both cases (see Table 2 in the annex).

Glovo reports the point of origin of the delivery, identified by the name of the establishment where the product is picked up. The final delivery point is recorded as an address. This setup prevents analysing the traceability of the order, given that it is not possible to verify the distances travelled or the courier's geolocation data. However, the other analysed delivery platform (Just Eat) does include the geolocation coordinates for both the pickup and delivery points of an order, thereby enabling an analysis of the routes completed by each courier.

For its part, Just Eat provided its couriers with information related to both their employment relationship and their job performance, as recorded in the company's work-tracking application (see Tables 3 and 4 in the annex).

Regarding matters related to personal details and employment status, first all couriers are identified by their full name and a unique courier ID number, and the country where they work and the language of communication are identified. The type of employment contract and the contract start date are also provided, which allows determining the length of service. Each worker's contract modifications and renewals are identified, which allows knowing whether the person has been contracted to work full time or part time, including the number of hours. For each contract modification, the start and end dates of the contract and the hourly wage agreed on each occasion are listed. In addition, certain minimum and maximum hour thresholds are established, based on the terms of the contract between the parties (see Table 3 in the annex).

Among the aspects related to job performance, the vehicle used and its type are both indicated, which are identified by an alphanumeric code, and the start and end dates of use of each vehicle are also indicated. Regarding work shifts, each shift is identified by an alphanumeric code. These shifts are characterized by country codes, city codes and delivery zone codes, therefore assigning numbers or codes to each one, depending on the type of variable. For each work shift, the date and the start and end times of each one are recorded, and any absence or medical leaves during that period are identified. The number of hours worked during those shifts are also indicated, as well as any applicable sanction (see Table 4 in the annex).

Among the data related to deliveries, the creation, pickup and delivery times of orders are notable, as well as the pickup and delivery locations and the distance between them. In addition, the platform identifies whether an order was delivered or rejected and whether it was picked up before or after the estimated time (see Table 5 in the annex).

Furthermore, Just Eat provides information related to worker availability, absences and breaks (see Table 6 in the annex), as well as information related to platform usage and sanctions (see Table 7 in the annex).

Based on all the information provided by the companies, two comparative summary tables of the four companies have been created (Tables 1 and 2). These tables, in line with the methodology agreed upon in the project, present a summary of the information provided

regarding the following topics: a) personal and contractual matters, b) working time, c) data related to deliveries, d) payment data, e) GPS data, f) performance data, g) communication data and h) data on usage of the application.

Table 2: Summary of indicators provided by the companies related to personal details, working time, deliveries and payment

Platform / Company	**Glovo**	**Just Eat**	**Servicar**	**Moove Cars**
Worker status	Employee / Self-employed	Employee	Employee	Employee
Personal and contractual information				
Name, contact details, date of birth, social security number	yes	yes	yes	yes
Copies of official documents	yes	yes	yes	no
Working time				
Start and end of shifts	no	yes	no	no
Start and end of breaks	no	yes	no	no
Data on deliveries / trips				
Order creation time	yes	yes	no	no
Delivered/cancelled status	yes	yes	no	no
Delivery accepted time	no	yes	no	no
Delivery accepted location	no	no	no	no
Pickup time	no	yes	no	no
Pickup location	no	yes	no	no
Delivery time	no	yes	no	no
Delivery location	yes (address only)	yes	no	no
Distance to pickup location	no	yes	no	no
Distance from pickup to delivery	no	yes	no	no

Payment data				
Monthly salary	no	Hourly wage by contract	no	no
Cost of delivery / trip	yes	no	no	no

Source: Own preparation.

Table 3: Summary of indicators provided by the companies related to GPS data, performance, communication and app usage

Platform / Company	Glovo	Just Eat	Servicar	Moove Cars
GPS data				
Location where deliveries are accepted, picked up and delivered	no	Pickup, Delivery	no	no
Detailed location data (real-time)	no	no	no	no
Location data outside of work hours	no	no	no	no
Performance data				
Acceptance ratio	no	no	no	no
Delivery delivered/cancelled status	yes	yes	no	no
Utilization ratio (deliveries/trips completed per hour)	no	no	no	no
Absences / no-shows	no	yes	no	no
Driving break events	no	yes	no	no
Customer rating	no	no	no	no

Worker sanctions	no	yes	no	no
Internal rating score (ranking)	no	no	no	no
Communication data				
Communication with the platform	no	no	no	no
Communication with customers	no	no	no	no
App data				
App usage data	no	yes (login - logout)	no	no

Source: Own preparation.

In general terms, it can be noted that the data provided by the companies have allowed partial fulfilment of the project's objectives. However, there is considerable diversity in the quality of the information. Going from the least amount of information provided to the most, Servicar is notable for only providing personal data. It is followed by Moove Cars because this company also includes some contractual data. Glovo, for its part, provided incomplete information and in a format (PDF documents) that made subsequent processing difficult and prevented the traceability of deliveries due to not including geolocation data. At the opposite end, the information provided by Just Eat was sufficient to meet the project's objectives related to working time.

Regarding the variables related to personal and contractual information, most companies provided personal data and copies of official documents, except for Moove Cars, which provided contractual data without documentary support.

As for working time, only Just Eat provided information on the start and end times of shifts and breaks.

With regard to delivery/trip data, both Glovo and Just Eat reported the time of order creation and the status of the delivery as completed or cancelled. However, only Just Eat provided information on the time of order acceptance, pickup and delivery, as well as the pickup and delivery locations, the distance to the pickup point and the distance from the pickup location to the delivery location.

In terms of payment variables, Glovo included the purchase price associated with each delivery. However, unlike in other countries, there was no distinction made between base wage and tips. Just Eat provided the hourly wage as stipulated in the contract, which is not associated with individual deliveries.

Concerning GPS data, only Just Eat provided this information. Glovo did report the commercial name of the establishments where pickups were made, without giving the

address, and it only included the address of the delivery location, without providing geolocation data. None of the companies provided information on the real-time location of couriers throughout their working day (as it is required in some other countries), which made it impossible to verify whether the platforms capture courier location data outside of working hours.

With regard to performance variables, this information was only given by Just Eat, except for one variable concerning whether orders were delivered or cancelled, which was also provided by Glovo. These performance variables included elements such as absences, breaks by workers and disciplinary actions. Unlike in other countries, no information was provided about the acceptance ratio, the utilization ratio (deliveries or trips completed per hour), customer ratings or internal ranking scores.

Regarding data on communications between workers and the platform or between workers and customers, no information was provided. In terms of app usage data, only Just Eat included information about login and logout times.

4.3 Workers' knowledge of collected data

To analyse the level of knowledge that workers have regarding the information collected by platforms, various data comparison phases were conducted with workers throughout the project. These included data-capture sessions, discussion groups and awareness-raising workshops.

During these sessions, the objectives and results of the project were presented, together with the information obtained through the individual data access requests. This information was presented using a data visualization approach according to the common methodology established in the project. In this regard and in line with the project's guidelines, the information provided by the company Just Eat allowed analysing the earnings of each worker (albeit only partially), their work shifts, the hours worked per shift, the deliveries made and the geolocation of those deliveries.

Regarding the earnings per worker, the platform provided the hourly wage figures as agreed in the employment contract. Since the data included successive modifications to each worker's contract, it was possible to analyse the evolution of the agreed hourly wages over the course of their employment.[100]

The following graph shows the various contract renewals of one worker, with a wage increase from 7.80 euros per hour to 8.80 euros in March 2024.

[100] Regarding these payments, in the project we have differentiated between the base wage, earnings from tips and other income such as pay supplements.

Graph 1: Hourly wage by contract

Source: Own preparation.

Graph 2 shows the number of shifts per day and per hour within each day for a worker. The total number of shifts completed by the worker was also obtained (675 shifts), as well as the average number of shifts per year worked (225 shifts), per month (32 shifts), per week (8.23 shifts) and per working day (1.78 shifts). It can be seen that the number of work shifts throughout the week is relatively consistent, with a slightly higher number of shifts on Fridays, and two distinct shifts can be identified throughout the day.

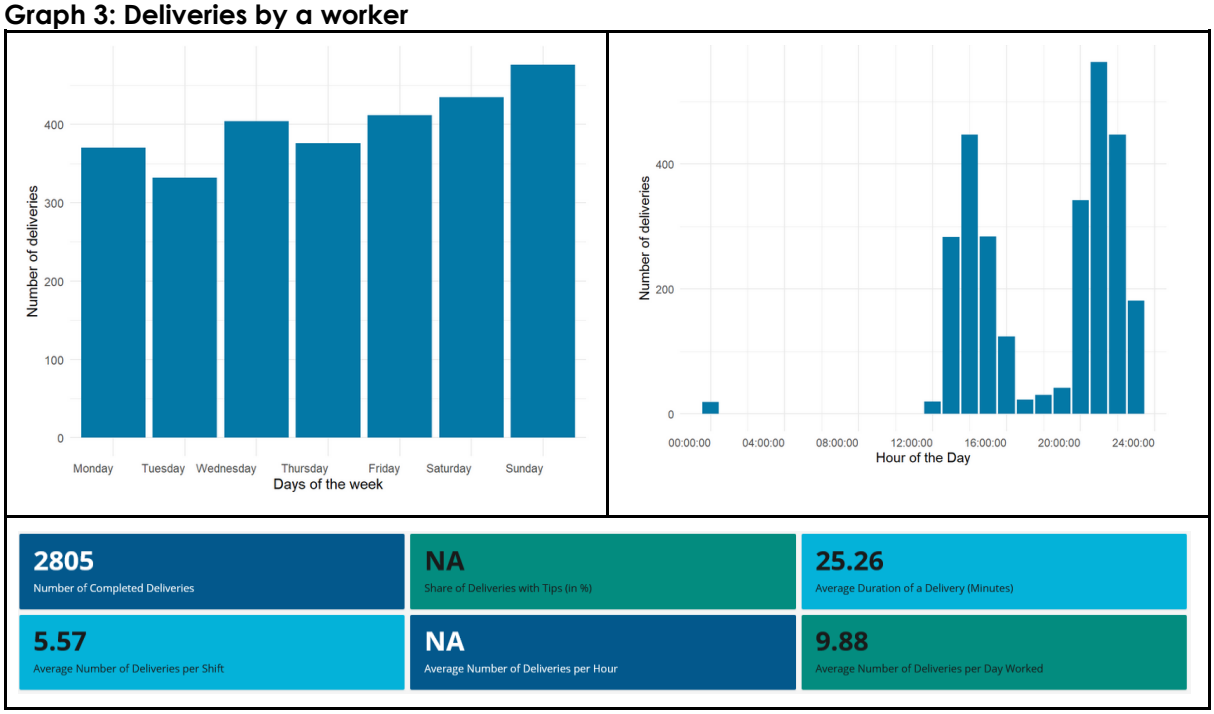
Graph 2: Work shifts of a worker

Source: Own preparation.

Similarly, the deliveries completed during each shift have been analysed, with the results shown in Graph 3. Based on this analysis, it can be observed that this person made a higher number of deliveries on average during weekends, with deliveries occurring more frequently during lunch and dinner times. Additionally, the average duration of each delivery (from the

pickup point to the delivery point) is approximately 25 minutes, with an average of 5.6 deliveries per shift and 9.9 deliveries per day.

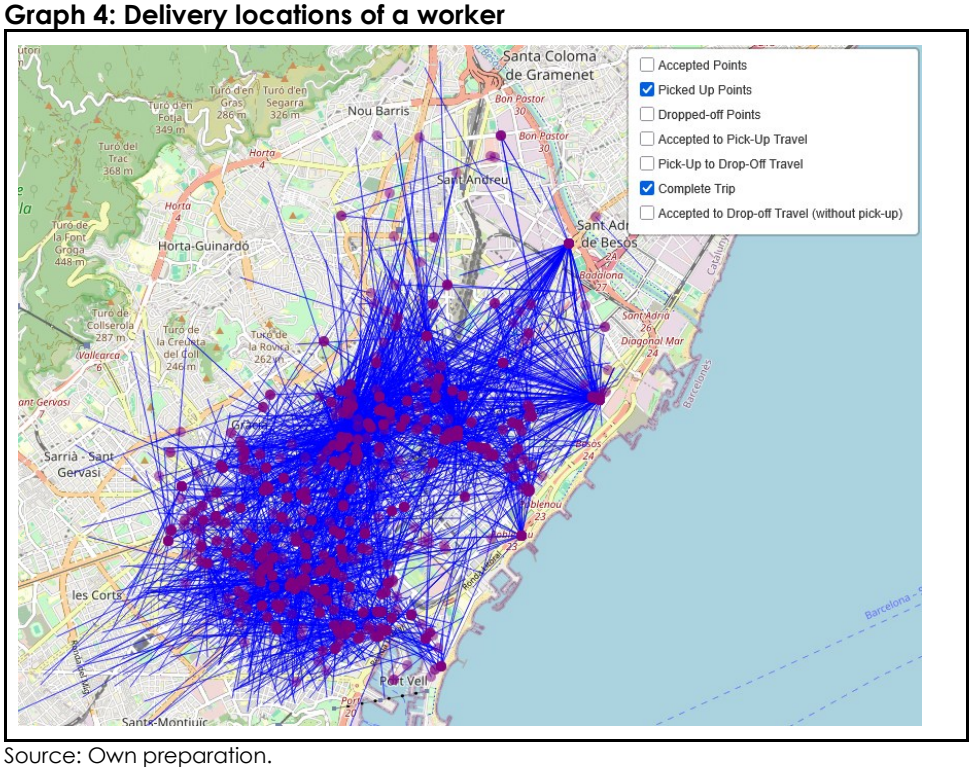
Graph 3: Deliveries by a worker



Source: Own preparation.

Based on the GPS location data for the pickup and delivery points of each order, it is possible to generate a point cloud of a person's deliveries, in this case in the city of Barcelona and the surrounding areas (shown in Graph 4).

Graph 4: Delivery locations of a worker



Source: Own preparation.

The observations and concerns of workers regarding the collection and processing of their personal data are presented below with respect to various issues, such as the actual collection and processing of information, how this information is captured through mobile devices and variables related to personal, employment and performance issues.

Data request process and worker participation

Initially, during the data-capture sessions, workers from both sectors showed that they were aware of information being collected through mobile devices. In a second phase, during the awareness-raising sessions, the workers became even more aware of the collected information and of the relationships that can be established with that information, and they learned about the importance of incorporating this information into collective bargaining to improve management of the consequences of work organization.

Data capture on mobile devices

Regarding data collection, in the case of employees from both sectors, they reported that this data is collected through company-issued mobile devices. However, in the case of the company Glovo, which also uses self-employed workers, data is collected from the personal mobile phones in that group.

Data and variables: types of variables

With regard to the information obtained by the platforms, we can differentiate among the following kinds of information: a) personal matters, b) delivery-related matters and c) matters related to the performance and management of workers.

- The first type of information is known to workers, given that it has been provided by them during their employment relationship, such as identification documents, driver's licenses or work and residence permits.
- Regarding the variables related to deliveries and trips, most of this information is also known to workers and is easily accessible through the applications of the platforms. However, in the case of the delivery platform that has both employees and self-employed workers (Glovo), the workers noted that the information provided to self-employed workers is more complete than that provided to employed personnel (in terms of kilometres travelled, deliveries completed and delivery history).
- The third type of information is related to job performance and work organization. This is the category of information about which companies have provided the least amount. As such, the workers believe that the platforms don't share with them all the information that they collect. A common feature among platform workers is a certain distrust regarding the reliability and use of these variables.

Among the variables related to their work, workers identified those related to acceptance, pickup and delivery times as relevant, as well as geolocation data. For example, workers must use their mobile device to confirm the acceptance of a delivery or trip and to indicate when the pickup and final delivery have taken place. Similarly, workers are aware that geolocation must be enabled on their mobile device to provide the service, given that route guidance is provided via the phone.

In the various sessions, the workers of VTC companies mentioned other variables about which the companies have not provided information, even though those variables are of interest to the workers. Such variables include vehicle-related incidents (cleaning, maintenance, etc.), which are considered effective working time but are not reflected in the data requested for this project.

Regarding the variables related to job performance and work organization, there is a high level of distrust among workers concerning how the platforms use this information. In this regard, the workers of VTC companies point out issues related to the evaluation made both by the platforms and by the company with which the employment contract exists. This evaluation is based on various parameters, such as estimated times and distances or the ratings by users of the platforms. According to the workers, this performance evaluation affects aspects of work organization such as the assignment of shifts, zones, trips and deliveries.

4.4 How do platforms' data collection practices influence workers?

The collection of information by companies has an influence on worker performance. However, this influence depends on the type of information collected and how it is processed.

The collection of variables related to personal data and the processing thereof does not have a major impact on job performance, given that it primarily involves information provided by the workers themselves to their companies (identity document, driver's license, residence permit, etc.).

Conversely, the collection of variables related to work and work organization, as well as the processing thereof, does generate some distrust among workers. This stems from a lack of understanding about the relationships between the data that are collected and the purposes of the processing, thereby affecting job performance and creating uncertainty about the consequences of how this information is processed.

Working time and attendance time

There is widespread distrust regarding workday registration, which is mandatory in Spain,[101] and how it is measured against effective working time.

In the case of Just Eat workers, there is a clock-in machine at the worker hubs, which is used at the beginning and end of the workday. In Glovo's case, clocking in is done through the platform's own application. Workers can individually request access to these time records from their company, and if worker representatives request this information, they receive it in anonymized form.

In the case of VTC companies, clocking in is also mandatory and is handled by the company with which the employment relationship exists.

101 Article 34.9, Workers' Statute.

However, in both sectors, workers report discrepancies between the clocked time and the time considered to be effective working time, due to differing criteria regarding how effective working time is defined. At VTC companies, another variable is added, which is the assigned zone, meaning that only trips carried out within the assigned zone or starting from it are counted as effective working time. There are also differences regarding whether return trips made to the assigned zone without passengers are considered working time. As a result, workers state that there are differences between the usage times recorded by the platform and the effective working time recognized by the company with which they have an employment relationship.

In the case of couriers, the platform's order management application does not allow verifying the clock-in records provided by the company.

Workers also express concerns about how break time is calculated. For drivers, there are periods allocated to vehicle cleaning and maintaining, which, according to the collective bargaining agreement, must be considered working time. However, workers are unsure whether this time is being recorded and counted as effective working time or as break time.

Similarly, and related to this issue, legislation establishes a mandatory rest period between shifts. However, due to the diversity of workdays and shifts, especially when overtime or additional hours are worked (in the case of part-time workers), the mandatory rest time is not always respected in work shift planning.

Salary and tips

Workers at VTC companies receive a base salary, a variable salary and additional pay for various factors such as length of service and attendance. The base salary is paid based on time worked, while the variable salary is received depending on meeting billing targets and completed trips. As a result, there is pressure to achieve good ratings and meet the performance metrics set by the company.

In the case of delivery platforms, there is also a base salary for time worked, to which the pay received for additional and overtime hours would have to be added. Likewise, delivery workers have concerns about information related to tips and how they are reflected in their end-of-month payslips, given that the delivery app does not allow them to verify whether tips were received or their amount per completed order.

Platform evaluation and assignment of trips or deliveries

In the case of VTC companies, workers report that the evaluations made by the companies based on the collected data do affect them. On the one hand, they believe that the platform ranks them based on certain parameters, such as the time taken to pick up a customer, the breaks taken during shifts, the ratio of accepted to rejected orders by the drivers and the cancellations made by customers. According to the workers, rankings are made based on these evaluations, together with the customer ratings. They also believe that the company for which they work creates different rankings that impact vehicle assignments, with better or worse trips being assigned based on the vehicle assignment.

Delivery platform workers indicate that there are rankings based on their alignment with the company's estimated times and distances. For these estimates, Google Maps is used as a reference to calculate distances and arrival times. However, this application does not account for traffic conditions, road issues or weather. As a result, discrepancies between the estimated and actual times and distances sometimes arise, based on geolocation, which affect the workers' rankings and create stress. In the case of couriers, the assignment of orders depends on an algorithm supervised by a person, but couriers sometimes feel that there is a degree of arbitrariness in how the delivery loads and distances are assigned.

User evaluation of the service

In the driver sector, there is some concern about customer ratings, given that these ratings are decisive in the case of temporary or permanent blocking by the platform. In the delivery sector, workers state that customer ratings do have an influence on the worker's ranking, but they are not as decisive.

Sanctions and blocking

In both sectors, companies have attempted to sanction workers based on their job performance and their compliance with company metrics and estimates. However, unions have resorted to both out-of-court mediation and the courts to prevent and reduce sanctions against workers.

In the case of VTC workers, poor customer ratings can lead to the temporary or permanent blocking of a worker. Temporary blocking means a worker must be reassigned to other tasks within the company or be reassigned to another platform. In the case of permanent blocking, at some companies where the work is carried out exclusively through one platform, the worker cannot continue performing their duties and is dismissed due to supervening incompetence.

5. The implementation of collective agreements in the platform economy

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

Trade unions have pursued various strategies to secure the signing of pacts and collective bargaining agreements, as well as to ensure compliance with these agreements and with laws in force regarding platform work.

Regarding this point, it should be recalled that Spain has specific legislation for the delivery platform sector, known as the Rider Law, which, among other matters, affects the presumption of the existence of an employment relationship between workers and delivery

platforms. As a result, workers on these platforms must be contracted under an employment contract rather than as self-employed individuals.

In Spain, the ride-hailing sector falls under the regulations of the road transport sector, which is heavily influenced by legislation governing special working days.[102] Under this legislation, attendance time, defined as the period during which the worker is available to the company, is considered effective working time and is therefore remunerated.

In addition to these two issues (application of the Rider Law and considering attendance or platform connection time as effective working time), others such as the measurement of working time, wage conditions and sanctions or dismissals related to job performance have become focal points of conflict in these sectors.

Among the strategies adopted in this sector, the following can be pointed out:

Mobilizations and strikes

- In the VTC sector: accompanying drivers during vehicle inspections at the beginning of the workday. Union representatives, together with safety officers, have gone to company hubs to monitor the proper condition of vehicles at the beginning of the workday.[103]
- In the VTC sector, mobilizations and strikes have taken place in response to abusive billing requirements implemented to achieve performance targets linked to variable salaries, as well as in response to the sanctions imposed for failing to meet those levels of performance.[104]
- In the delivery sector, the main mobilizations and strikes have been related to recognition of the existence of an employment contract between workers and platforms.[105]

Out-of-court mediation services

- Mediation has been used to resolve sanctions related to poor job performance in both sectors.

Complaints to the Labour and Social Security Inspectorate (LSSI)

- In both sectors, complaints have been filed with the LSSI to enforce agreements:
    - In the case of Glovo, complaints were filed with the LSSI to secure the classification of couriers as employees and not as self-employed workers.[106] In the case of Just Eat, the LSSI was petitioned to convert, into direct

102 Royal Decree 1561/1995, of 21 September, on special workdays, BOE of 26 September 1995.

103 See https://madrid.ccoo.es/noticia:702583--Moove_Cars_UBER_declara_la_guerra_a_CCOO&opc_id=711af56c79ef209f3b5831a8b38f22b1

104 See https://www.lavanguardia.com/vida/20191216/472259554536/ccoo-convoca-13-dias-de-huelga-a-conductores-de-empresa-de-vtc-en-sevilla.html y https://revistaviajeros.com/noticia/16928-los-profesionales-de-servicios-vtc-de-madrid-piden-mejores-condiciones-laborales/

105 See https://elpais.com/espana/catalunya/2021-09-11/la-huelga-de-glovo-marca-un-hito-en-las-protestas-de-la-nueva-economia.html

106 See https://elpais.com/economia/2024-05-26/inspeccion-de-trabajo-lleva-regularizados-41000-falsos-autonomos-de-glovo.html

employees, a group of workers who had been previously hired through an intermediary company.[107]

- In the case of VTC companies, the LSSI argued that the time records of the workday kept through the platform's application were not reliable.[108]

Criminal proceedings

- Criminal proceedings have been initiated against Glovo's management for failing to comply with legislation requiring the employment of couriers through employment contracts.[109]

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

Ensuring compliance with collective agreements is one of the main goals of trade unions and workers in both sectors. In general terms, based on information provided by union representatives from both sectors (rather than based on the data supplied to workers by the companies), there are gaps in the implementation of the content agreed on during collective bargaining.

In this regard, among the topics covered by the relevant collective agreements, union representatives and workers particularly highlight the following issues:

- **Working time and time tracking**. Collective agreements set out working hours, rest periods, etc. Difficulties are detected in determining the effective working hours. In the case of drivers, time records are provided through two systems (company and platform), and according to information provided by the workers themselves, the company attempts to avoid counting certain periods as effective working time. In the case of couriers of one of the platforms, a clock-in system exists, but there are still difficulties in verifying whether those clock-ins match the actual usage times of the platform's application.

- **Bonuses and performance-based pay**. The collective bargaining agreements of drivers recognize a base salary, variable pay based on productivity or billing and additional pay based on personal conditions (length of service, languages) or job performance (quality, night shifts). However, workers report difficulties in receiving the variable pay and additional pay. In the courier sector, there are doubts regarding remuneration because overtime and tips are paid monthly in payslips, but there is no mechanism to verify the accuracy of these payments.

- **Union guarantees.** Union guarantees are included in the relevant collective agreements. Nevertheless, union representatives in the driver sector have faced serious difficulties in exercising the recognized rights. Specifically, anti-union actions

[107] See https://elpais.com/espana/comunidad-valenciana/2022-06-09/inspeccion-de-trabajo-obliga-a-just-eat-en-valencia-a-contratar-como-indefinidos-a-sus-repartidores-y-no-por-ett.html

[108] See https://www.elconfidencial.com/juridico/2023-03-06/justicia-cuestiona-registro-horario-conductores-uber_3584927/

[109] See https://www.elperiodico.com/es/economia/20250310/glovo-inspectores-trabajo-declaran-juez-repartidores-falsos-autonomos-115135627

have been reported: worker representatives have been sanctioned, pressured and dismissed for engaging in mobilizations and actions that fall within their representative duties.[110]

- **Occupational health and safety.** The collective agreements of both sectors include provisions on occupational health and safety, but workers in both sectors report shortcomings related to compliance with these provisions. On the one hand, there is pressure to meet time and distance targets that conflict with obeying traffic regulations. On the other hand, drivers are encouraged to operate vehicles that are not in optimal condition. Moreover, work organization issues, such as shift scheduling, can pose psychosocial risks.

- **Algorithm committee**. The first collective bargaining agreement at Just Eat included the creation of a joint algorithm committee, composed of two representatives from the company and two from the union side. Through this agreement, the company undertook to provide information about any substantial changes that it made to its algorithms or artificial intelligence systems. This committee has been established but has not yet begun to function.

In brief, as it can be seen, at least according to workers and their representatives, there is significant room for improvement in complying with collective agreements, both in traditional areas of labour regulation in the two sectors of activity (wages, working time, etc.) and in more innovative areas such as the establishment of participation mechanisms for monitoring the algorithms used by platforms for work assignment and evaluation.

On the other hand, based on the information collected in the project, some clauses of the collective agreement at Just Eat can be tested. This verification has been conducted using the information provided by the workers who participated in the project. The following section analyses the data of one individual, but the results cannot be extrapolated to the entire workforce. In any event, it provides very useful information about individual compliance with the collective agreement.

Among the subjects that were analysed in the collective agreement, it was possible to verify some of the issues related to the working time of a worker. This verification was made using the beginning and end dates and times of their work shifts.

[110] See https://fsc.ccoo.es/noticia:712412--CCOO_denuncia_represion_sindical_en_Ares_Capital_UBER

Table 4: Verifiable clauses of the Just Eat collective bargaining agreement

Indicator	Operationalization	Verifiable with the donated data
The maximum daily working time may not exceed 9 hours (Art. 32).	The daily working time is calculated based on each work shift.	Yes
The minimum weekly working time will be 16 hours (Art. 25.2).	Weekly working time calculation.	Yes
The maximum annual working time is 1,792 hours (Art. 32).	The annual working time is calculated based on each work shift.	Yes
At least 12 hours must elapse between the end of one shift and the beginning of the next (Art. 32).	The hours between the end of one shift and the beginning of the next are subtracted.	Yes
Delivery staff will have two uninterrupted days of rest per week (Art. 36).	Analysis of weekly rest days.	Yes
Weekly rest will include at least one Sunday per quarter (Art. 36).	Weekly working time calculation.	Yes
Hours worked per day, week and month.	Calculation of daily, weekly and monthly working time.	Yes

Source: Own preparation.

With regard to working time, based on the data obtained from one of the analysed cases, it is possible to verify the average, minimum and maximum shift durations in comparison with those established by the collective agreement.

According to Article 32 of the collective bargaining agreement, the maximum daily working time may not exceed 9 hours. Based on the data obtained by this worker, the work shifts had a minimum duration of 1.50 hours, an average of 3.80 hours and a maximum of 9.00 hours. The minimum daily working time was 2.62 hours, the average was 6.77 hours and the maximum was 9.00 hours, wherefore this clause of the agreement was respected in this case.

Article 25 of the collective agreement sets forth that the minimum weekly working time of part-time delivery staff must be no less than 16 hours. For this worker, the minimum weekly working time was 20 hours, the average was 33.25 hours and the maximum worked in a single week was 40.67 hours.

Likewise, the total working time was calculated for each month, resulting in a minimum monthly working time of 96.83 hours for a full month worked. It should be noted that there were two other months with lower total hours due to vacation days taken during those

periods (68 and 70 hours, respectively). The maximum time worked in a full month was 167.67 hours. The average monthly working time was 122.33 hours.

The maximum annual working time is recorded in Article 32 of the collective bargaining agreement at Just Eat and is set at 1,792 hours. The only year for which complete data are available is 2023. This is because the data obtained for this worker cover the period from November 2022 to July 2024. In 2023, the total working time recorded was 1,626 hours.

Table 5: Example of compliance with working hours by a Just Eat worker between November 2022 and July 2024

Minimum working time per shift	Average working time per shift	Maximum working time per shift
1.50	3.80	9.00
Minimum daily working time	Average daily working time	Maximum daily working time
2.62	6.77	9.00
Minimum weekly working time	Average weekly working time	Maximum weekly working time
20.00	33.25	40.67
Minimum monthly working time	Average monthly working time	Maximum monthly working time
96.83	122.33	167.67
Annual working time	No. of weeks < 16 h	No. of rest periods < 12 h
1,626.18	0	0

Source: Own preparation.

Additionally, in relation to rest between shifts, the collective agreement states that "at least 12 hours must elapse between the end of one shift and the beginning of the next" (Art. 32). The analysis confirmed that this clause is generally respected, with an average time of 14.62 hours between shifts. A maximum period of 25 hours was found, where a shift ended one day at 18:30 and the next shift began at 19:30 the following day. For this analysis, only those shifts where the beginning date was the day after the end date of the previous shift were considered, therefore excluding shifts that occurred on the same day. In any case, according to the clock-in and clock-out data (closest login and closest logout) for each shift, the 12-hour rest period is not always respected. This occurs when the end of a shift is delayed or the next shift begins earlier than scheduled. In these cases, rest periods of 10 hours were found.

Continuing with rest periods, Article 36 of the collective agreement states that "delivery staff are entitled to two uninterrupted days of rest per week, including the rest period between shifts." Based on the data obtained, it was confirmed that in the analysed case, the clause regarding two consecutive rest days is respected. In this specific case, weekly rest is variable

and therefore is not taken on fixed days. Several blocks of 10 consecutive days worked between blocks of rest were found. One example can be seen in the following table.

Table 6: Example of blocks of 10 consecutive days worked between rest periods for a worker

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	F	F	L	L	L	L	L
Week 2	L	L	L	L	L	F	F
Week 3	F	F	L	L	L	L	L

Source: Own preparation.
* F: Day off; L: Workday

Likewise, Article 36 of the Just Eat collective agreement states that workers who are not guaranteed weekly rest on Saturday and Sunday must have at least one rest period that "includes at least one Sunday per quarter". This clause is also respected in the analysed case.

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

More than focusing on the implementation of collective bargaining agreements, which the parties leave to the previously mentioned procedures, Spain's social partners agree that collective bargaining is the key element in managing labour relations in the analysed sectors.[111] Both sides acknowledge that collective bargaining is advancing at a slower pace than technological developments and that, for example, the inclusion of content related to data protection or the algorithmic management of work in collective agreements is taking place gradually. This is one of the reasons why content related to regulations on the governance of data and the algorithmic management of work is still relatively limited compared to the total content regulated in collective bargaining, despite the relevance at the analysed companies, particularly in the Just Eat collective agreement.

One of the aspects driving the inclusion of these topics in collective agreements is the most recent Agreement for Employment and Collective Bargaining (VAENC),[112] signed in May 2023 by CCOO and UGT on the union side and by CEOE and CEPYME on the employers' side. This agreement, signed at the highest level of the collective bargaining system, is bipartite, national in scope and cross-sectoral. It states that collective bargaining is the means for ensuring a digital transition that is "fair, inclusive and beneficial for all parties". Moreover, that agreement states that the challenges to working conditions posed by technological development should be addressed through sectoral and company-level

111 Opinions of representatives of the CCOO and UGT unions and of the CEOE business organization stated in the Focus Group conducted on 28 April 2025.

112 BOE of 31 May 2023.

agreements (Chapter XVI.1). Specifically, collective bargaining is entrusted with establishing "criteria that ensure the appropriate use of AI" and with developing employer transparency obligations regarding the use of algorithms and AI systems, as previously explained (Chapter XVI.3).

However, other factors that are slowing the appearance of such content in collective bargaining are also noted: the prioritization of other issues in the current context (such as wages or working time), a lack of training of the parties on how to negotiate such content or simply the very evolution of the content of collective bargaining, with the pace of that evolution tied to the productive transformation of companies and with negotiators therefore having to address specific situations at workplaces. These factors have influenced the limited development of the initiatives that are now present in Spain, such as the establishment of algorithmic management committees, which are provided for in several current collective bargaining agreements.

Looking ahead, employers' organizations are committed to bringing the content of the VAENC into sectoral and company-level collective bargaining. Collective bargaining is seen as a tool that provides legal certainty for companies. Regarding regulations, employers' organizations highlight the need for educational efforts, given that the legislation on digitalization, algorithmic management and the use of artificial intelligence is fragmented and sometimes overlaps with regulations in other areas. Special attention should therefore be given to information and training, so that the best practices at some companies can serve as a guide for others.

For their part, trade unions emphasize that regulating the algorithmic management of work will be a central issue in collective agreements, to the extent that it affects the organization of work itself. In any case, they highlight the need to strengthen the participation systems of worker representatives, including everything from information and consultation processes to participation in the design, implementation and evaluation of algorithms and artificial intelligence systems. Without this participation, unions believe companies will face many problems with implementation (such as those related to the forthcoming regulation under the European Artificial Intelligence Act).[113]

Information and training should also be improved for not only worker representatives but also the persons responsible at companies so that they are capable of addressing the negotiation of these aspects, while likewise improving the deployment of instruments provided for in collective bargaining (such as monitoring committees for the implementation of algorithms or artificial intelligence systems). Expert knowledge is not deemed to be required, but it is necessary to have sufficient knowledge that allows identifying the use of algorithmic systems at work, as well as their potential biases and outcomes.

As formulas for good practices, the expansion of digitalization or algorithm committees is proposed, such as the one included in the Just Eat collective bargaining agreement. The composition of these committees allows for the training of their members on specific aspects of digitalization and on the use of algorithms in the workplace, as well as on the

113 Regulation (EU) 2024/1689 of the European Parliament and of the Council, of 13 June 2024, laying down harmonised rules on artificial intelligence (Artificial Intelligence Act).

implementation of measures, based on negotiation and with a preventive perspective. Moreover, given the speed at which these technologies are being implemented, instead of including "closed" clauses related to them, organizations prefer to create committees such as the "algorithm committee", where all decisions on this subject can be referred as needed.

Finally, looking ahead, both trade unions and employers' organizations share a sense of anticipation regarding the transposition of the Platform Work Directive into Spanish law and regarding the rights and obligations related to social dialogue and collective bargaining that will result from it.

6. Conclusions

In view of preceding, some important conclusions can be drawn in relation to the objectives set by GDPoweR.
Regarding the investigation into the strategies and actions of social actors, it has become apparent that they have been the architects of the model that governs work in the platform economy in Spain. The traditional trade unions – UGT and CCOO – were behind the complaints that, filed with the Labour Inspectorate and in the courts, led Spain to become one of the first countries in the European Union to resolve the debate on whether platform workers should be classified as employees or as self-employed individuals. Thus, ever since the Supreme Court ruling in the Glovo case (2020), it has been understood in Spain that platform workers are employees and are not self-employed individuals, although, as explained in the report, this has led to significant conflict with some food delivery platforms, particularly Glovo. Moreover, the traditional unions (CCOO and UGT) and the country's most important employers' association – CEOE – were, together with the Spanish government, the driving forces behind the so-called Rider Law. This implies two aspects that must be underscored: 1) the regulation of platform work in Spain is the result of social dialogue, meaning an agreement between trade unions and employers' associations on how this work should be legally defined; 2) in Spain there is a legal presumption of the existence of an employment contract between food delivery platform workers (although not other types of platform workers) and the platforms themselves. This means that in the platform economy ecosystem in Spain there is a predominance of employees rather than self-employed workers, even though some platforms continue to resist this classification.

In addition, it should also be highlighted that the social actors in Spain are the main promoters of collective bargaining in the platform economy. This may be somewhat less relevant in the ride-hailing platform sector, given that in this case the collective bargaining led by the traditional unions (UGT and CCOO) takes place within a more traditional setting, namely that of passenger transport companies (VTCs) that act as intermediaries, which hire the workers who provide services through the platforms. This may explain why the collective agreements in this sector follow a more traditional model of collective bargaining and do not include topics such as the collection of worker data or the use of algorithms for work management. However, in the food delivery platform sector, the existence of a more innovative form of collective bargaining is due to the efforts of the traditional unions (CCOO and UGT) and the strategy of one platform in particular – Just Eat – which views collective bargaining as a positive component of its strategy to compete with other food delivery

platforms. The innovative nature of this collective bargaining can be seen in the topics that are covered, including the governance of workers' personal data and the use of algorithms and artificial intelligence systems for work management. Moreover, despite the slow implementation, the collective agreements at Just Eat have established a joint committee model (the "algorithm committee") to address these issues with the participation of social actors, an approach that could be extended to other platforms or sectors where such companies operate.

Finally, regarding our investigation into the strategies and activities of social actors, the remarkable level of consensus observed among them should be noted, despite their logical differences. First, there is little concern about implementing the collective agreements reached at VTC companies or food delivery platforms, given that they rely on the usual mechanisms used to achieve the implementation of collective agreements (resorting to the Labour Inspectorate, to out-of-court conflict resolution mechanisms or to the courts). Second, both the traditional unions (UGT and CCOO) and Spain's most important employers' association (CEOE), as well as the digital business association that includes platforms (ADIGITAL), express confidence in collective bargaining as the ideal or optimal way to regulate work in the platform economy. It is clear, as we have noted in this report, that each of these organizations have their own reasons for defending collective bargaining, and these reasons are not always the same. Nevertheless, Spain's social actors clearly support the development of collective bargaining in the platform sector. The most notable discrepancies concern how this bargaining should take place: while one of the unions (CCOO) argues that platform workers should be included within the collective agreements of the sector in which the platforms operate (transport, hospitality, etc.), the other major union in Spain, the employers' associations and some platforms (such as Just Eat) do not believe that that should necessarily be the case. They suggest that other models could also be valid for advancing collective bargaining in the platform economy.

We have also found that both the unions (UGT and CCOO) and the country's main employers' association (CEOE) believe that collective agreements should increasingly include topics more specific to or derived from platform work, such as the collection of workers' personal data and the effects of the algorithmic management of work, particularly regarding the information that companies, including platforms, must provide to worker representatives about the use of algorithms and artificial intelligence systems. However, all the social actors regret that these issues are not being included in collective bargaining at a faster pace, and they share concerns about the difficulties that exist, notably the need for the training of negotiators on these topics, consequently hindering quicker progress in this area of collective bargaining. Finally, Spain's social actors are awaiting the transposition of the Platform Work Directive and the resulting responsibilities regarding social dialogue and collective bargaining.

On the research side concerning workers, the conclusions are perhaps more disappointing. Although at first there were a significant number of food delivery platform workers and VTC company workers who were interested in exercising their right of access to data, only a few ultimately completed the process to obtain their data. At no point was a lack of interest observed; rather, there was a lack of awareness about the fact that workers could exercise this right and about how to do so, or there was a fear of reprisals due to exercising the right, such as being deactivated from the platform or being otherwise adversely affected. This confirms our understanding of the GDPR as a regulation of great importance for accessing

information about the worker data collected by platforms and about knowledge of the algorithms used to manage their work. But it is a regulation that is scarcely used by workers, either because it is not well known or because it is not seen as a typical labour right.

On the other hand, we have confirmed the difficulties that workers face in communicating with platforms. Contact is typically limited to WhatsApp messages or emails, often with the number of words limited and the impossibility of attaching documents. Furthermore, once workers decided to use postal mail to overcome these limitations, many of them did not know the address or the appropriate contact person to whom they should send their data requests. The absence or inadequacy of communication channels between workers and platforms is a recurring theme in the literature on platform work, and we have been able to empirically verify that this situation does indeed exist.

The responses from the platforms have varied considerably and have scarcely been useful for meeting the objectives pursued in GDPoweR. It is true that the platforms and VTC companies did provide detailed information regarding what we could call a "data protection narrative"; however, they provided barely any data on the variables that would have allowed us to verify with less margin of error whether the working conditions of couriers and drivers correspond to those established in the applicable collective bargaining agreements. We were able to check those conditions in a specific case involving one food delivery platform – Just Eat – where we verified compliance with the collective agreement regarding the analysed variables. This was not possible in the remaining cases. And due to the formats that were used, it is difficult to deem that the information was provided fully and in a way that was easily understandable for workers. Even so, the fact that in one case we were able to verify that learning the data collected by the platform permitted testing the level of compliance with the collective bargaining agreement allows us to affirm that the method implemented in GDPoweR is valuable for this purpose, which was the main goal of the project.

Even though we did not obtain access to sufficient data from the food delivery platforms and VTC companies, the focus groups and sense-making workshops conducted with workers did provide some noteworthy evidence. In general, workers are aware that companies collect their data, and they are not unaware of the fact that they are subject to algorithmic management. It could be said that, to some extent, platform workers or those working through intermediaries are accustomed to working under the direction of these technologies. However, they do not have the same level of understanding regarding how the collected data or variables are used in the planning and evaluation of their work and therefore how those data or variables are used in defining their working conditions. This is an important point to highlight because it reveals the information asymmetry inherent in algorithmic management, even for workers such as platform workers who are used to it. While companies know all the details of the data they collect and of the algorithms they use, workers barely know anything – at most, that their data are being collected and used to govern their work through algorithms. This makes transparency on the part of companies essential, which is precisely the aim of exercising the right of access from the workers' side and is the objective that has guided the GDPoweR project.

Finally, it is important to point out the disconnect between the two spheres in which we conducted our research. The strategies of the social actors, inclined to bring issues such as the collection of personal data and the algorithmic management of work into the scope of

collective bargaining, do not seem to reflect the demands of workers, rather they seem to stem from a reflection on the challenges posed by the intensification of digitalization at companies and in production processes. On the other hand, workers, except for those who are representatives, do not seem to be aware of the strategies and actions taken by social actors to improve their working conditions, including those related to data collection and the algorithmic management of their work. This disconnect makes the goals pursued by GDPoweR even more relevant, insofar as our methodology and research have sought to bridge the gap between these two spheres by bringing the demands of platform workers to the attention of social actors and by making workers aware of the strategies and actions of those actors.

7. References

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8. Appendix

Table 1: Variables collected at Moove Cars

Personal data of the driver	Name and surnames
	National ID
	Date of birth
	Street address, municipality and postal code
	Telephone
	Personal email
	Bank data
	Social security number
	Nationality
	Disability
	Gender
Employment data	Hire date at the company
	Resignation date
	Professional email

	Office personnel
	Full-time personnel
	Sick leave

Source: Own preparation.

Table 2. Variables collected at Glovo

Personal data of the courier	Identifier of the courier (National ID/Foreign ID number)
Delivery data	Order identifier
	Order code
	Order city
	Name of the establishment
	Date and time of the order
	Delivery address
	Final status of the order (delivered/cancelled)
	Purchase price of the order

Source: own preparation

Table 3: Personal and employment variables collected at Just Eat

name	recruit_date
surname	departure_date
id_history_courier	minimum_hours_work_week
courier_id	maximum_hours_work_week
partner_logistic	location_start_courier
id_courier_source	contract_start_date
user_type	contract_end_date
country	trial_period_end
communication_language	record_expiry_date

agency	wage_hour
status	can_deliver_alcohol
details_status	is_last_indication
employment_type	valid_from
cancelled_contract	valid_to
cancellation_type	creation_date
contract_type	update_date
not_planable	courier_coordinator

Source: Own preparation.

Table 4: Variables related to the vehicle and work shifts collected at Just Eat

Variables related to the vehicle	
courier_fleet_id	delivery_zone_id
courier_id	vehicle_type_id
logistic_partner_id	vehicle_ownership_id
country_id	vehicle_valid_from
city_id	vehicle_valid_to
Variables related to the work shift	
work_shift_id	handling_duration
courier_shift_classification_type_id	end_time_date

origin_work_shift_id	no_handling_duration
no._automated_absences	shift_duration
courier_id	duration_without_deliveries
shift_without_deliveries_is	vehicle_type_id
delivery_partner_id	courier_break_duration
courtier_shift_type_id	absence
country_id	ops_break_duration
open_shift_id	hire
city_id	inactive_duration
alcohol_apt_shift_ind	succesful_shift
delivery_zone_id	nearest_login_time_date
shift_duration_within_session_start	paid_shift
shift_date	nearest_logout_time_date
shift_duration_within_session_close	remunerated_leave_shift
start_time_date	hour_worked

Source: Own preparation.

Table 5: Variables related to deliveries collected at Just Eat

delivery_id	alcohol_order_es
scheduled_pickup_time_date	no._soft_assignments
orgin_delivery_id	rate_zone

original_scheduled_pickup_time_date	first_soft_pickup_estimate
work_no.	pickup_start_lat
pickup_arrival_time_date	first_soft_delivery_estimate
delivery_partner_id	pickup_start_lon
pickup_parked_arrival_time_date	first_hard_assignment_time_date
country_id	delivery_start_lat
restaurante_pickup_arrival_time_date	expected_delivery_in_assignment
city_id	delivery_start_length
pickup_confirmed_time_date	expected_pickup_in_assignment
courier_id	delivery_end_latitude
pickup_departure_to_delivery_time_date	no._deliveries
delivery_zone_id	delivery_end_lon
delivery_arrival_time_date	manual_assignment_events_no.
restaurant_id	delivery_creation_time_date
confirmed_delivery_arrival_time_date	creation_time_date
work_shift_id	courier_seen_time_date
confirmed_delivery_time_date	last_record_ind
delivery_status_id	router_start_time_date
delivered_time_date	pickup_arrival_estimate
vehicle_type_id	cooked_start_time_date
straight_pickup_distance	customer_agreed_time_date
delivery_assignment_type_id	assgined_pickup_time_date
pickup_distance_travelled	pickup_on_time_arrival
order_flow_type	pickup_accepted_by_courier_time_date
delivery_straight_distance	post_purchase_delivery_on_time
delivery_type	pickup_start_time_date
delivery_travelled_distance	post_purchase_technical_ETA_accuracy
pool_delivery_id	pickup_route_start_time_date
no._soft_couriers_assigned	expected_pickup_arrival

	late_pickup_arrival

Source: Own preparation.

Table 6: Variables related to availability, absences and breaks by a worker collected by Just Eat

Variables related to the worker's availability	
driver_id	available_as_from_time_date
country_id	available_until_time_date
scoober_work_region_id	minutes_availability_duration
creation_time_date	no._availabilities
availability_date	
Variables related to the worker's absences	
driver_id	absence_end_time_date
country_id	no._days_absent
absence_creation_time_date	no._minutes_absent
absence_start_date	scoober_work_region_id
absence_end_date	driver_absence_type_id
absence_start_time_date	driver_absence_status_id
Variables related to breaks	
driver_id	break_date
country_id	break_time_date
scoober_work_region_id	resume_time_date
break_reason_id	break_duration_minutes
	no._events

Source: Own preparation.

Table 7: Variables related to sanctions and use of the worker platform collected by Just Eat

Variables related to sanctions	
name	creation_time_date
surname	no._records

discipliniary_record_id	discipliniary_record_type_id
driver_id	operations_observation
Variables related to use of the platform	
id	session_start_time_date
driver_id	session_close_time_date

Source: Own preparation.

Table 8: Recovery workshops, Focus Group, Interviews and Sense-Making Workshops

Event	**Place**	**Data**
Recovery workshop (riders)	Madrid (UGT)	19/02/2024
Recovery workshop (drivers)	Madrid (CCOO)	06/03/2024
Recovery workshop (riders)	Madrid (UGT)	01/04/2024
Focus group (Employers)	Madrid (ADIGITAL)	02/04/2024
Recovery workshop (riders)	Barcelona (CCOO)	08/04/2024
Focus group (drivers / CCOO)	Madrid/ Online	09/04/2024
Focus group (Employers)	Madrid (CEOE)	15/04/2024
Interview union representative	Madrid (CCOO)	20/05/2024
Interview union representative	Madrid (UGT)	03/06/2024
Sense-Making and focus group (drivers)	Madrid (CCOO)	26/02/2025
Sense-Making and focus group (riders)	Barcelona (CCOO)	07/03/2025
Focus group (social partners)	Madrid (COTEC)	28/04/2025

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