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

Comparative Report

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Abstract

The GDPoweR project – *Recovering workers' data to negotiate and monitor collective agreements in the platform economy* – ran from October 2023 to September 2025. Focusing on food-delivery and ride-hailing, it examined how digital labour platforms collect worker data, how these practices affect workers, and how collective agreements on pay, conditions and data use are negotiated and implemented in Austria, Belgium, France, Poland and Spain.

This report compares the five countries' platform ecosystems—active companies, workforce size and status, and legal and institutional settings—alongside their industrial-relations systems and existing collective agreements. It then analyses what personal data platforms collect (using workers' GDPR requests), workers' awareness of and responses to that collection, and the implementation of collective agreements based on recovered data and focus groups.

The report finds collective agreements covering platform workers in ride-hailing and food-delivery in Austria, France and Spain, including some innovative agreements which can serve as blueprints for social partners in other countries. However, most agreements do not regulate the use of worker data by platforms and their effectiveness in improving workers incomes' remains limited. Methodologically, the report shows how workers GDPR data can be used to monitor the implementation of some aspects of collective bargaining agreements.

Regarding platforms' processing of worker data, variation across countries and companies is limited, but significant with some platforms storing significantly more location data on their workers. Workers in all countries experience challenges exercising their GDPR rights, and their awareness of and experiences with the processing of their data is largely similar. Most have some understanding of what data is collected but lack specifics. Key decision-making process are seen as opaque leading to speculation about which factors matter. Workers' views on companies' use of their personal data include negative (feeling monitored, subject to unjust and opaque decision-making), indifferent (part of the job, modern life) and positive (use data for tax declarations, in conflicts/litigation against companies) experiences. Overall, workers' views on platforms' usage of their data are nuanced with most accepting companies collect the data is necessary for them to operate, but not more.

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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 implemented from October 2023 to September 2025. by a consortium of seven research and social partner organizations in Austria, Belgium, France, Poland, and Spain with co-funding from the European Union. The research centred on two sectors, ride-hailing and food delivery, and explored three areas:

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

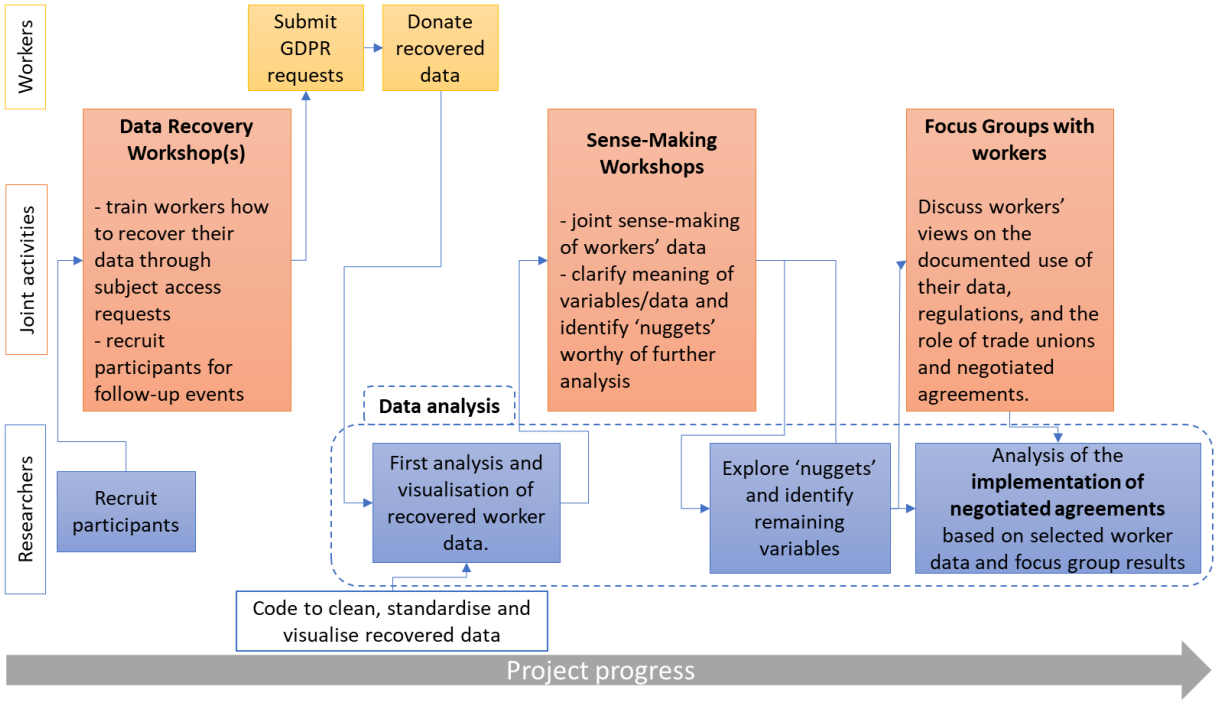
The research for all countries followed the same methodology outlined in the GDPoweR Research Design and its addendums (Geyer, Kayran and Danaj 2024; Geyer and Gillis 2024; Geyer 2024) and combined several different methods to collect data at the level of collective action and industrial relations and at the level of individual workers that were carried out between January 2024 and May 2025. The methodology and its application are detailed in the research design (Geyer, Kayran and Danaj 2024) and in the respective national reports (Geyer, Bilitza and Danaj 2025; Kowalik, Prusak and Szymczak 2025; Srnec, Cornet and Moreau Avila 2025; Thil, et al. 2025; Rodríguez Fernández, et al. 2025). In the following, we provide a short summary of the methodology.

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

At the level of individual workers, we explored *what data digital labour platforms collect about workers*, *if they are aware of what data is being collected about them* and *how platforms' data collection practices influence workers* through a sequence of events and activities described in Figure 1 below, which were inspired by the work of Hestia.ai and others (Ausloos 2019; Ausloos und Veale 2020; Bowyer et al. 2022). Firstly, data recovery workshops were organised to inform platform workers in the food delivery and ride-hailing industries of how they can receive ("recover") a copy of

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

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



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

Lastly, in the countries that have collective agreements for platform workers[2] – Austria, France and Spain – information from the focus groups with workers and social partners, as well as donated worker data, was used to analyse whether those agreements are implemented correctly.

The findings from each of the five countries have been published in separate reports (Geyer, Bilitza and Danaj 2025; Kowalik, Prusak and Szymczak 2025; Srnec, Cornet and Moreau Avila 2025; Thil, et al. 2025; Rodríguez Fernández et al. 2025). The purpose of this comparative report is to compare their findings, highlight commonalities and differences and, where possible, explain them. The report largely follows the structure of the country reports.

1 The code is available open source here: https://github.com/nikkobilitza/GDPoweR-Data-Visualization
2 One agreement was negotiated in Belgium between the company Uber and the trade union ABVV-FGTB. However, this agreement has not been made public and hence could not be analysed.

Chapter 2 explores similarities and differences in the platform economy eco-systems across the five countries. It elaborates how platform work in the ride-hailing and food-delivery industries are regulated and describes the companies and profile of workers across both industries.

Chapter 3 describes each countries' collective bargaining model, the most important industrial relations actors in the platform-mediated ride-hailing and food-delivery industries as well as their strategies for organising workers and negotiating collective agreements. The second part of the chapter maps and compares all collective bargaining agreements covering platform workers in ride-hailing and food-delivery across the five countries.

Chapter 4 explores the findings regarding the collection and use of worker data by platforms and its effects on workers. The first subchapter describes challenges for workers in exercising their GDPR rights, evidence of which was detected across all five countries. The second subchapter outlines similarities and differences in the platforms' data collection practices. The last subchapter explores workers' views on platforms' data processing and its effects on them. It outlines evidence on the extent to which workers are aware of the types of data platforms collect and use. Thereafter, workers' nuanced views on the matter are described by discussing negative, indifferent and positive perspectives. Lastly, the evidence on the effects of platforms' use of worker data on mobilisation and unionisation is presented.

Chapter 5 explores the implementation of collective agreements for platform workers in the three countries where such agreements are in place: Austria, France, and Spain. The chapter first describes key actors' implementation strategies across the three countries before assessing the implementation of those agreements based on an analysis of worker data and information from focus groups with workers and trade unions. The chapter's last part describes and compares implementation challenges across the three countries.

The last chapter draws conclusions and formulates proposals for improving industrial relations in the location-based platform economy.

2. Similarities and differences in the platform economy ecosystem across the 5 countries

This chapter describes and compares the platform economy ecosystems in the five countries covered by the GDPoweR research project, specifically each country's approach to regulation platform work, the ride-hailing and food-delivery platforms active in each country as well as the profile of platform workers in both industries.

Thereby, it is important to note that during the period in which this research was conducted (2024-2025), a regulation of critical importance for the rights of platform workers was approved: Directive (EU) 2024/2831 of the European Parliament and of the Council, of 23 October, on improving working conditions in platform work (hereinafter, PWD).[3] As it is well known, the PWD applies to workers of all types of platform work, including delivery and ride-hailing platform workers, who have been the object of the research of the GDPoweR Project. Even though the rights that are recognized by the PWD vary in scope, this Directive applies to all categories of workers, meaning both employees and self-employed workers. Both groups are likewise included in the research conducted in the GDPoweR Project.

However, the PWD was not considered in research for this report because it has not yet been transposed into national law in any of the five countries covered (Austria, Belgium, France, Poland and Spain). In accordance with Article 29.1 of the PWD, the deadline for transposition is 2 December 2026. Consequently, until that date, Member States will be able to maintain their existing regulations on platform work, whether or not those regulations are in line with the provisions of the PWD. This means that our research on the recovery of the data of workers for the negotiation and monitoring of collective bargaining agreements in the platform economy has been based on the institutional frameworks in force at the time of the study in each of the relevant countries.

2.1 National designs in the regulation of platform work

Ever since the emergence of what is commonly referred to as the platform economy – for which other terms are also frequently used, such as "collaborative economy," "sharing economy" or "gig economy"– the main focus of conflict and attention by researchers on this business model has been the classification of platform workers. Platforms have tended to portray themselves as marketplaces where service providers and service seekers connect, but not as companies (Rodríguez 2025). As a result, the role of platforms, according to their version of themselves, is merely to intermediate between service seekers and service providers. This has consequently led platforms to often deny – and continue to deny – the status of employees to the individuals who work through them. On the contrary, given that most platforms conceive of and portray themselves as pure intermediaries between service seekers and service providers, they consider the individuals who work through them

3 Available at https://eur-lex.europa.eu/eli/dir/2024/2831/oj.

to be independent or self-employed workers who use the platforms to make contact with potential customers (ILO 2022).

In many countries around the world, and certainly in the European Union, the classification of platform workers as independent or self-employed workers has largely been, and continues to be, contested by the workers themselves, as well as by trade unions and activists. This has given rise to countless conflicts, some taking the form of legal disputes in court, others in the form of demonstrations and strikes. Scholars studying the conflict related to platform workers have underscored the fact that court cases have been more common in countries of the Northern Hemisphere and that demonstrations and strikes have been more prevalent in the Southern Hemisphere. In any event, both forms of conflict have increased steadily since 2017 (Bessa et al. 2022). On the other hand, the issue of worker classification as either employees or self-employed workers has become the next most significant cause of conflict, after disputes over the wages/income of workers and their working conditions (Bessa et al. 2022).

In response to such conflicts over the classification of platform workers – especially workers who work on delivery and ride-hailing platforms, which are the sectors where there has been the most conflict – countries have reacted in different ways. Broadly speaking, four types of responses to these conflicts can be identified (Rodríguez 2025). The first is legislative inaction. This means that some countries have relied on their existing laws regarding the classification of workers as either employees or self-employed individuals to be sufficient for handling disputes and determining, on a case-by-case basis, the proper classification of platform workers. Consequently, these countries have not introduced any reforms to their labour legislation, and in the event of a dispute regarding the classification of platform workers, the courts are left to decide based on laws in force. The second type of response involves the creation or use of a third legal figure or type of contract for platform workers. Some countries deem that platform workers fit neither the characteristics of employees nor those of self-employed workers, rather they fall somewhere in between. As a result, these countries create a third legal figure, or they use figures that already exist within their legal systems to classify platform workers. The third response – now reflected in the PWD – is to presume the existence of an employment contract between workers and platforms but allowing platforms to refute that presumption by proving that the worker is, in fact, genuinely self-employed. Finally, there are countries that, recognizing the vulnerability of some platform workers, maintain their classification as self-employed workers but extend to them certain rights that are typically reserved for employees, particularly in areas such as social protection and the right to collective bargaining (Rodríguez 2025).

These four options are all present among the countries included in the GDPoweR research. This is a key initial point to highlight. As of September 2025, there is significant disparity regarding how platform work is regulated across countries of the European Union. Once the PWD is transposed into national law, this will change, given that all Member States will be required to incorporate the presumption of an employment contract between platforms and workers into their legal systems. However, at present, the most defining feature of the five countries studied in the GDPoweR Project is their disparity or the difference in how they address the classification of platform workers. This disparity is likely what has caused the delay in adopting the PWD (nearly three years have elapsed between the proposal and its approval, with France opposing the directive until the very end), and it is also a sign of the potential for numerous conflicts or “regulatory discord” during the transposition process of the PWD across all Member States of the EU (Rodríguez 2025, 140).

Hence, Poland serves as an example of the aforementioned legislative inaction; Austria represents an example of the use of a third legal figure to classify platform workers; Spain and Belgium are

examples of establishing the presumption of the existence of an employment contract between workers and platforms, although with different scopes in each country, as it will be discussed later; and finally, France exemplifies the extension of employee rights to platform workers classified as self-employed (ILO 2022). This disparity between the legal regimes or institutional frameworks within which we have had to situate our research on the recovery of workers' data for negotiating and monitoring collective bargaining agreements in the platform economy has greatly enriched the research. Firstly, it has allowed us to learn whether there is any correlation between the level of conflict in a given country regarding the classification of platform workers and the regulatory approach adopted in that country. Secondly, said disparity has enabled us to investigate whether there is a correlation between how platform work is regulated in a given country and the development of collective bargaining for platform workers within that country.

In Poland, there has been no significant conflict regarding the classification of platform workers. In both the delivery and ride-hailing sectors, workers typically operate through intermediary companies, which offer civil law contracts, resembling the Austrian "free service contracts". These arrangements are very often supported by dubious rental contracts, enabling workers to tax their income as rental earnings. A shrinking group of riders and drivers still work as formally self-employed. This means that the majority of both delivery and ride-hailing platform workers do not enjoy the rights or level of social protection afforded to employees. However, this situation has not been challenged in court, and it has not generated social conflict. The only notable episode was an investigation by the labour inspectorate ordered by the Polish Ombudsman concerning Uber workers, which concluded that this was a case of "a new form of employment", similar to the "provision of services within entrepreneurial activity" (Kowalik, Prusak and Szymczak 2025, 10). The reason for this apparent lack of social pressure regarding the classification of platform workers – unlike the situations observed in other countries included in the GDPoweR research, such as France or Spain – is the general acceptance in Poland of the use of civil law contracts in relationships that closely resemble employment contracts (Muszyński 2019). From this perspective, the "lack of concern" about the classification of platform workers is consistent with the idiosyncrasies of the Polish labour relations model.

This likely also explains the absence of regulatory intervention related to the classification of platform workers, as well as the divided opinions regarding the transposition of the PWD, as described in the country report (Kowalik, Prusak and Szymczak 2025). The only legislative initiatives undertaken in Poland have not addressed the classification of platform workers or the rights they should have, rather, those initiatives have addressed the obligations that platforms must fulfil in their status as companies: (1) contracting only with those who have previously registered as a business (2016); (2) requiring that drivers have a taxi license and use vehicles that are identified as taxis and equipped with taximeters, and have their own insurance (Lex Uber, 2020);[4] and (3) verifying the identity of drivers to prevent account sharing with strangers and requiring that they have a driver's license issued in Poland (2024).

There have also been no specific legislative interventions or court decisions in Austria regarding the classification of platform workers (De Groen et al. 2018). However, Austria does have a third legal category or type of contract, which has been used for contracting many delivery platform workers (Geyer, Vandaele and Prinz 2024). This is the so-called "free service contract". While this contract is not defined by law, case law describes it as existing when "a person agrees to make their labour available to another person or a company for remuneration over an indefinite period and without entering a relationship of personal dependence" (Geyer, Bilitza and Danaj 2025, 10). A small number

4 Dz. U. z 2019 poz. 2140, available at https://isap.sejm.gov.pl/isap.nsf/DocDetails.xsp?id=WDU20190002140.

of food-delivery couriers are regularly employed by the platform. In ride-hailing, drivers are either self-employed or employed by intermediaries cooperating with one or more platforms. Thus, similar to Poland, multiple legal regimes coexist in Austria for platform workers. It is not only employees who have health, disability and old-age insurance, so do individuals under a "free service contract" (Fairwork 2022). However, the legal regimes governing both figures differ with respect to wages, working time and rights related to collective bargaining and representation by works councils. While employees enjoy these rights, individuals with a "free service contract" have no guaranteed wage, they have no limits on working hours and they have no access to the aforementioned rights (Geyer, Vandaele and Prinz 2024).

The legal developments in Belgium and Spain differ significantly from those in the preceding countries. Belgium and Spain have experienced notable conflict over the classification of platform workers, and their respective legislations presume the existence of an employment contract between workers and platforms. Nonetheless, as it is explained below, the scopes of each country's experience and legislation differ considerably.

According to the Belgium country report, there did not initially appear to be a clear link between the conflict surrounding the classification of platform workers and the regulatory framework for platform work in that country (Thil et al. 2025). In terms of conflict, the most notable episodes have been the rulings of the Administrative Commission for the Settlement of the Employment Relationship, an administrative (not judicial) body, which concluded that two Deliveroo[5] couriers (Lenaerts 2018) and one Uber[6] driver (Wattecamps 2021) were employees and were not self-employed, as the platforms claimed. In addition, a dispute over the classification of 28 Deliveroo couriers is still ongoing, which initiated following an investigation by the Belgian Labour and Social Security Inspectorate. Even though the Brussels Labour Court, in a judgement dated 21 December 2023,[7] ruled that the couriers were employees, Deliveroo has appealed the judgement before the Supreme Court.[8]

Legislation on platform work emerged very early in Belgium. The first action dates back to 2016, when the so-called "De Croo" Act established a special regime known as the "sharing economy", which still exists today.[9] This regime is intended for individuals who work through platforms to perform activities other than their main occupation and whose income does not exceed a certain threshold. Under this system, such individuals pay reduced income taxes, they are exempt from social security contributions, and they are not required to register as self-employed workers (Lenaerts 2018; Gillis 2018; Wattecamps 2022; De Becker and Bruynseraede 2024). The platforms for which these individuals work must be recognized by the Belgian federal government, and they include some small, local platforms, as well as large multinationals such as Uber. As it can be seen, this legislation reflects not so much a concern for the classification of platform workers, but rather the Belgian

5 Commission administrative de règlament de la relation de travail (CRT) Decision No. 116 of 23 February 2028 (available at https://commissionrelationstravail.belgium.be/docs/dossier-116-fr.pdf) and Decision No. 113 of 9 March 2018 (available at https://commissionrelationstravail.belgium.be/docs/dossier-113-fr.pdf).
6 CRT Decision No. 187 of 26 October 2020, available at https://commissiearbeidsrelaties.belgium.be/docs/dossier-187-nacebel-fr.pdf.
7 Available at https://www.law.kuleuven.be/arbeidsrecht/nieuwsbrieven/Nieuwsbrief2024/documenten2024/ArbeidshofBrussel21december2023. On 13 June 2025, the Brussels Labour Court also ruled that an Uber driver should be considered an employee and not a self-employed worker. See https://www.claeysengels.be/fr-be/nouvelles-evenements/nouveau-revers-pour-les-plateformes-apres-deliveroo-la-cour-du-travail-de.
8 See https://www.lecho.be/economie-politique/belgique/general/deliveroo-perd-en-appel-ses-coursiers-devront-etre-requalifies-en-salaries/10515186.html.
9 Loi-programme du 01 juillet 2016, available at https://etaamb.openjustice.be/fr/loiprogramme-du-01-juillet-2016_n2016021055.html.

legislator's determination to promote entrepreneurship through platforms and bring to light work that might otherwise remain undeclared (Lenaerts 2028; Gillis 2018). Moreover, it was clear that the Belgian legislator was not seeking to classify platform workers as employees, such that the "De Croo" Act can also be understood as a clear a legislative preference for treating platform workers as self-employed (Gillis 2018; Lenaerts et al. 2023). In 2018, new legislation was adopted that completely exempted platform workers from paying taxes and social security contributions, even if their income exceeded the thresholds established in 2016.[10] However, the Belgian Constitutional Court, in its Judgment 53/2020, of 23 April 2020,[11] ruled that this legislation was unconstitutional (Wattecamps 2021; De Becker and Bruynseraede 2024), given that it created a substantially different legal regime for activities similar to those carried out by other employed or self-employed workers, without justifying the difference between the legal regimes (Lenaerts et al. 2023).

Subsequently, the Loi du 03 Octobre 2022 was passed,[12] closely mirroring the structure of the initial PWD proposal. Under this law, an employment contract between a worker and a platform is presumed to exist when, in the course of their relationship, three out of eight criteria set out in the law are met (Article 15). Additionally, Article 19 of the law requires that platforms take out accident insurance for those platform workers who are classified as self-employed. It is important to note that, unlike the Spanish legislation that will be discussed below, Belgian legislation establishes the presumption of an employment contract for all platform workers, who are defined as "tout individu effectuant un travail via une plateforme numérique donneuse d'ordres, quelle que soit la nature de la relation contractuelle ou sa qualification par les parties concernées" ["any individual performing work via a digital platform that issues orders, regardless of the nature of the contractual relationship or its classification by the parties concerned"] (Article 15). However, despite this presumption of an employment contract between workers and platforms under the aforementioned terms, the 2016 "sharing economy" legislation remains in effect. According to some estimates, 97 per cent of delivery platform workers are still working under this regime (Glaublomme, Gevaert and Kruithof 2023, 7). This creates confusion and legal uncertainty regarding how these workers should ultimately be treated according to their income level and their classification as either employees or self-employed individuals (Thil et al. 2025).

Unlike what occurred in Belgium, in Spain there is a clear correlation between the conflict surrounding the classification of platform workers and the legislative response given to address the situation. From the outset, the arrival of delivery and ride-hailing platforms has been particularly contentious in the country, leading to a significant number of court rulings. Regarding ride-hailing platforms, the most well-known case is the Judgment of the Court of Justice of the European Union, of 20 December 2021, in Asociación Profesional Elite Taxi v Uber Spain, SL, Case C-434/15.[13] This ruling did not resolve a specific dispute about the classification of ride-hailing platform workers, rather it resolved whether such platforms should be considered an "electronic intermediary service" or a transportation company. The CJEU held that they should be considered transportation companies, suggesting that this is in part because the platforms exercise decisive influence over the conditions according to which drivers provide their services, which includes setting prices and controlling aspects such as vehicle quality. All of these are indicators of the existence of an employment contract, even though

10 Loi du 18 juillet 2018 relative à la relance économique et au renforcement de la cohesion sociale, available at https://etaamb.openjustice.be/fr/loi-du-18-juillet-2018_n2018040291.html.
11 Available at https://www.const-court.be/public/f/2020/2020-053f.pdf.
12 Loi du 03 octobre 2022 portant des dispositions diverses relatives au travail, available at https://etaamb.openjustice.be/fr/loi-du-03-octobre-2022_n2022206360.html.
13 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.

that was not explicitly affirmed in the judgment (Rodríguez 2025). This led ride-hailing platforms to cease operations in Spain for a period of time. When they later resumed, they did so through intermediary companies. In the case of delivery platforms, the conflict has centred on determining the correct classification of workers. Inspections by the labour and social security inspectorate, pressure from unions and legal actions by workers themselves ultimately led to a case in which the Supreme Court issued Judgment 2924/2020, of 25 September 2020,[14] which ruled that Glovo workers were employees and were not self-employed individuals (Rodríguez Fernández et al. 2025).

That ruling set the scope of legislative intervention on platform work in Spain (Baylos Grau 2021). Inserted into the cycle of social dialogue initiated in this country to address the consequences of the COVID-19 pandemic in the labour sphere, social partners reached an agreement to regulate platform work, but only in the context of delivery platforms (Rodríguez Fernández 2023). This led to Law 12/2021,[15] better known as the Rider Law, which establishes a presumption of the existence of an employment relationship between delivery workers and platforms. The Supreme Court's decision made it significantly easier for this outcome to emerge from social dialogue, given that it provided judicial backing. However, it also somewhat belittled the ambition of the Spanish legislative initiative, which ended up being confined to platforms operating in just one sector. As a result, while delivery platform workers are presumed to be employees, all other platform workers remain in a state of legal uncertainty regarding their classification as either employees or self-employed individuals.

The Rider Law also includes a provision on transparency regarding the use of algorithms or artificial intelligence systems that applies to all types of companies, whether they are platform-based or not. According to the new Article 64.4.d of the Workers' Statute (WS),[16] employee representative bodies at companies (works councils) have the right to be informed about "the parameters, rules and instructions on which algorithms or artificial intelligence systems are based when they affect decision-making that may have an impact on working conditions and on access to and the retention of employment, including profiling". Even though it has been criticized for lacking ambition (Ginnes i Fabrellas 2021), this provision, and the powers it grants to employee representatives regarding knowledge of the algorithms or AI systems used by a company to manage labour, has been crucial in shaping union strategies on this issue. It has also led to the appearance of the first collective agreements that address the use of such technological tools, including the two collective agreements signed by the delivery platform Just Eat.

France serves as an example of regulatory intervention that extends some rights that have been traditionally reserved for employees to platform workers classified as self-employed individuals. In this country, there has been – and continues to be – significant legal conflict related to the classification of platform workers. Unlike what has happened in other countries, such as in Spain, where classification conflicts have been limited to workers on delivery platforms, or in Belgium, where such conflicts have focused on delivery and ride-hailing platforms, France has seen court rulings concerning a wide range of platform workers, including delivery and ride-hailing workers, online platform workers (micro-workers) and workers on platforms that operate as placement agencies (Srnec, Cornet and Moreau Avila 2025). Furthermore, unlike Spain or Belgium, where the prevailing stance of the courts and administrative bodies has been to classify platform workers as employees,

14 Available at https://www.poderjudicial.es/search/AN/openDocument/05986cd385feff03/20201001.
15 Law 12/2021, of 28 September, whereby the recast text of 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, available at https://www.boe.es/buscar/act.php?id=BOE-A-2021-15767.
16 Legislative Royal Decree 2/2015, of 23 October, whereby the recast text of the Workers' Statute is approved, available at https://www.boe.es/buscar/act.php?id=BOE-A-2015-11430.

France continues to produce contradictory rulings on the appropriate classification of these workers (Nasom-Tissandier and Sweeney 2019). For instance, the French Court of Appeal's civil ruling of 28 November 2018 (17-20.079),[17] concerning workers of the delivery platform Take Eat Easy, found that they should be classified as employees. The Court of Appeal's Social Chamber likewise ruled on 4 March 2020 (19-13.316)[18] that Uber ride-hailing drivers should be considered employees. The Court of Appeal's Social Chamber ruled again similarly on 15 March 2023 (21-17.316)[19] in a case involving workers on the Bolt platform. However, in the ruling of 13 April 2022 (20-14.870),[20] also from the Social Chamber, concerning drivers for the Le Cab platform, that Court concluded the opposite, meaning that these workers were genuinely self-employed. This could indicate that the French Court of Appeal resists applying a single classification to platform workers, choosing instead to assess each case based on the specific facts and circumstances of the employment relationship in dispute (Loiseau 2023).

Unlike in Spain, in France the conflict surrounding the classification of platform workers has led to the establishment of a legal framework that, while not denying the classification of platform workers as self-employed, grants them certain rights typically associated with employees (Rodríguez 2025). The idea underlying this approach is "to protect these workers, whose status is extremely precarious, while refusing to recognise them by law as employees" (Srnec, Cornet and Moreau Avila 2025, 18). Moreover, some legislative interventions are aimed explicitly at preventing platform workers from being recognized as employees (Jeammaud 2020). The most notable legislative measures occurred in 2016 and 2019. The *Loi nº 2016-1088 du 8 août 2016 relative au travail, à la modernisation du dialogue social et à la sécurisation des parcours professsionnels* (Act No. 2016-1088 of 8 August 2016 on labour, the modernisation of social dialogue and securing career paths)[21] granted labour-like rights to workers whose platform "determines the characteristics of the service provided […] and sets its price" (Article L7342-1 of the French Labour Code). The legal basis for granting these rights is the concept of "social responsibility" between platforms and the affected workers. The labour-like rights granted to platform workers classified as self-employed individuals include the following: access to professional training, accident insurance coverage (or payment of contributions to the worker's chosen accident insurance), freedom of association and the right to strike (Srnec, Cornet and Moreau Avila 2025). While the 2016 law applied to all kinds of platform workers, the 2019 legislative measure referred solely to delivery and ride-hailing workers. *Loi nº 2019-1428 du 24 décembre 2019 d'orientation des mobilités* (Act No. 2019-1428 of 24 December 2019 on mobility policy),[22] also based on the principle of social responsibility, introduced the possibility that platforms could adopt a "charter" that specifies, among other elements, the conditions according to which workers carry out their activity, measures aimed at improving working conditions, the methods used by platforms to monitor worker activity and additional social protection measures (Srnec, Cornet and Moreau Avila 2025). The French Conceil Constitutionnel, in its Décision nº 2019-794 DC du 20 décembre 2019,[23] declared part of this law to be unconstitutional because it limited the ability of workers to petition a judge for reclassification once a charter had been adopted, thereby restricting the power of judges to reclassify workers based on the current circumstances of their legal relationship with the platform (Gomes 2020).

17 Available at https://www.legifrance.gouv.fr/juri/id/JURITEXT000037787075.
18 Available at https://www.legifrance.gouv.fr/juri/id/JURITEXT000042025162.
19 Available at https://www.legifrance.gouv.fr/juri/id/JURITEXT000047324570.
20 Available at https://www.legifrance.gouv.fr/juri/id/JURITEXT000045652580.
21 Available at https://www.legifrance.gouv.fr/loda/id/JORFTEXT000032983213.
22 Available at https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000039666574.
23 Available at https://www.conseil-constitutionnel.fr/decision/2019/2019794DC.htm.

In addition to the preceding, the 2019 French law established the right of delivery and ride-hailing platform workers to access data related to their activities on platforms and the right to transfer this information directly from one platform to another, as long as it is technically feasible. Among the types of data they can access are those related to the services provided by the workers on platforms, the income they earn through platforms and the ratings they receive during the preceding twelve months (Article D7342-6 of the French Labour Code). As it can be observed, in France, the rights of data access and portability for workers have been incorporated into standard labour legislation, which may have helped to "normalize" them as labour rights, something that has not occurred in the other countries included in the GDPoweR Project, where such rights of access and portability derive from the rights recognized for all citizens under the GDPR.[24] Moreover, French legislation requires that platforms publish information on their websites regarding working time, earnings and worker waiting times (Article R1326-5 of the Transport Code) and that they report detailed information about their activities to the *Autorité des relations sociales des plateformes d'emploi* (Authority for Social Relations on Employment Platforms - ARPE). Not only does the ARPE serve as the institutional framework for collective bargaining for platform workers, it is also responsible for collecting statistics related to the activity of platforms and their workers (Article L7345-1 of the French Labour Code).

Finally, with regard to the institutional framework within which the GDPoweR research is being conducted, it is important to highlight the presence of intermediary companies in three countries. In both the delivery and ride-hailing sectors in Poland (Kowalik, Prusak and Szymczak 2025) and in the ride-hailing sector in both Austria (Geyer, Bilitza and Danaj 2025) and Spain (Rodríguez Fernández et al. 2025), platforms do not directly hire workers. Instead, workers are hired by intermediary delivery or passenger transport companies – typically as employees – to provide delivery or transport services through the platforms. This means that the intermediary companies formally contract the workers, but the workers carry out their services using the technological tools of the platforms, which on more than just a few occasions could conceal what is actually an illegal transfer of workers. It is well known that Article 3 of the PWD sets forth that workers hired by intermediary companies must receive the same level of protection as that which is guaranteed by the PWD for those hired directly by platforms. This means that, from a legal standpoint, it is irrelevant whether a worker works directly for a platform or they do so indirectly through an intermediary company. However, in terms of collective bargaining, the GDPoweR research has identified some differences depending on whether the workers are contracted directly by a platform or by an intermediary company. In the latter case, collective bargaining in the platform sector is technically not bargaining with platforms, rather it is with "ordinary" or "common" companies that are not platforms themselves. As such, collective bargaining follows the classic models of the country, rather than the newer models of collective bargaining that are emerging within the platform economy. Nonetheless, given that the PWD equates workers hired by intermediary companies with those hired directly by platforms, for the purposes of our research we have treated the collective bargaining carried out by the former as a form of platform collective bargaining.

24 Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2026, 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).

Table 1: Summary table on the institutional framework of platform work in the countries included in the GDPoweR research

Country	Judicial/ Administrative conflict regarding worker classification	Main decisions	Legal formula used to regulate platform work	Legislative initiatives on worker classification	Use of intermediary companies
Poland	No.		Legislative inaction.		Yes (on delivery and ride-hailing platforms).
Austria	No.		Third figure ("free service contract").		Yes (on ride-hailing platforms).
Belgium	Yes.	CRT Decision No. 116 of 23 February 2028. CRT Decision No. 113 of 9 March 2018. CRT Decision No. 187 of 26 October 2020. Cour du travail de Bruxelles of 21 December 2023.	Presumption of an employment contract applicable to all platforms.	Loi-programme du 01 juillet 2016. Loi du 18 juillet 2018. Loi du 03 octobre 2022.	No.
Spain	Yes.	Supreme Court Judgment 2924/2020, of 25 September 2020.	Presumption of an employment contract applicable to delivery platforms.	Law 12/2021, of 28 September.	Yes (on ride-hailing platforms).
France	Yes.	Judgment of the Court of Appeal, Civil, of 28 November 2018. Judgment of the Court of Appeal, Civil, Social Chamber, of 4 March 2020. Judgment of the Court of Appeal, Civil, Social Chamber, of 13 April 2022. Judgment of the Court of Appeal, Civil, Social Chamber, of 15 March 2023.	Extension of the specific rights of employees to self-employed platform workers.	Loi nº 2016-1088 du 8 août 2016. Loi nº 2019-1428 du 24 décembre 2019.	No.

Source: Summary based on GDPoweR Country Reports

2.2 Profiles of workers in delivery and ride-hailing platforms

As is the case in most countries around the world, in four of the five countries included in the GDPoweR research, there are no official statistics from public institutions regarding the number of active platforms or the number of workers operating through them. Therefore, the majority of the data and estimates presented below come primarily from studies or research on the size of the platform economy in each country.

In 2022, the European Union conducted a pilot survey on the number and profiles of platform workers,[25] although it did not present country-specific data, but rather aggregate figures for the countries included in the sample. The data from this pilot survey can serve as a reference point for

25 Available at https://ec.europa.eu/eurostat/statistics-explained/index.php?title=Employment_statistics_-_digital_platform_workers. Three of the countries included in the GDPoweR Project were among those in the sample: Belgium, France and Poland. However, no data were collected from Austria and Spain.

comparing the situation in the EU with the estimates found in the countries covered by the GDPoweR Project. The pilot survey defined platform work as any such work performed for at least one hour over the previous 12 months. Based on this definition, 3.0 per cent of the total EU population aged 15 to 64 worked on platforms in 2022. Most platform workers are men (3.2 per cent of all men in the EU aged 15-64, compared to 2.8 per cent of women), they are approximately 30 years old (3.6 per cent of the total EU population aged 15-64, versus 2.8 per cent among those aged 30-64), and they have a high level of education. The majority of platform workers are engaged in delivery platforms (1.0 per cent of the total EU population aged 15-64). Those working on ride-hailing platforms represent 0.4 per cent of the same population group. Finally, it should be noted that among those who worked on platforms for at least one hour in the past month, more than half (52.2 per cent) earned less than one-quarter of their income from this work, while only 23.4 per cent earned more than three-quarters of their income from platform work.[26]

This snapshot closely mirrors what we find in Poland. While some authors have estimated that 11 per cent of the Polish population has worked on platforms at some point in the past, only 4 per cent do so regularly (Owczarek 2018, 5). This latter figure is more in line with the estimates of Piasna and Drahokoupil (2019). These authors distinguish between “internet work” and “platform work”, with the latter being the focus of the GDPoweR research. According to the authors, in Poland, 1.9 per cent of the population has worked on platforms at some point, 1.1 per cent do so monthly and 0.4 per cent did so in the previous week. Furthermore, only 0.1 per cent of those workers earned at least 50 per cent of their income from platform work during the most recent period (Piasna and Drahokoupil 2019, 16). On the other hand, based on the number of users with active app accounts, Beręsewicz et al. (2021) estimate that platform workers make up between 0.5 per cent and 2 per cent of the working population in the nine largest cities in Poland (Beręsewicz et al. 2021, 1).

These latter authors also describe the characteristics of platform workers in Poland: the majority are men, with a notably low presence of women in both delivery and ride-hailing platforms; they are young, although workers on delivery platforms tend to be significantly younger than those on ride-hailing platforms; and many of them are migrants, with a significant presence of Ukrainian nationals (Beręsewicz et al. 2021, 18). These characteristics are consistent with the research conducted by Owczarek (2018) and by Piasna and Drahokoupil (2019). Finally, some authors report significant differences between Polish nationals and migrant platform workers. The latter work 31 per cent more time than Polish platform workers but earn 43 per cent less per hour, and they also experience higher levels of informality (Kowalik, Lewandowski and Kaczmarczyk 2023, 15–16).

In Austria, we find similar proportions and worker profiles. With regard to the number of platform workers, the estimates are the following: 5.1 per cent of surveyed workers have worked on platforms at least once in the past 12 months; 3.1 per cent have done so monthly; 1.1 per cent do so weekly; and 0.3 per cent work at least 20 hours per week on platforms. For 0.9 per cent of the respondents, platform work is their main job, while 0.6 per cent earn at least 50 per cent of their income from platform work (Piasna, Zwysen and Drahokoupil 2022, 17). Regarding the sectors in which they work, 0.7 per cent are active on delivery platforms, 0.5 per cent on ride-hailing platforms and 0.2 per cent on both kinds of platforms (Piasna, Zwysen and Drahokoupil 2022, 21). Most of these workers are young men, although ride-hailing drivers tend to be older than delivery workers. As in Poland, there is also a significant presence of migrant workers (Geyer, Bilitza and Danaj 2025).

26 See again https://ec.europa.eu/eurostat/statistics-explained/index.php?title=Employment_statistics_-_digital_platform_workers.

Unlike in the other countries in the GDPoweR Project, in Belgium we have data from a pilot survey conducted by the Belgian Statistical Office (Statbel) in 2022.[27] According to that survey, 1.1 per cent of the Belgian population aged 15 to 64 worked through platforms for at least one hour in the last year. However, this figure should be interpreted with caution, given that the definition of platform work in the survey also included the sale of goods. There is relative gender parity, the workers are young, they have a higher-than-average level of education, and they are concentrated in densely populated urban areas. Most of these workers are self-employed, although their engagement with platform work does not appear to be particularly intensive: among those who performed platform work in the past month, only 18.2 per cent worked more than 20 hours. Furthermore, 45.2 per cent of those who worked on platforms in the last month earned less than one-quarter of their total income from this activity.[28]

The research conducted in Belgium on delivery and ride-hailing platform workers has also yielded somewhat disparate results. On delivery platforms, workers are predominantly young and mostly male, and almost all of them are not classified as self-employed but instead are registered under the "sharing economy" regime. On ride-hailing platforms, the majority of workers are also men, they are slightly older than those on delivery platforms, and they have a high level of education (Glaublomme, Gevaert and Kruithof 2023). Moreover, 64 per cent of these ride-hailing platform workers report this work to be their primary source of income (Glaublomme, Gevaert and Kruithof 2023, 7).

Spain appears to be the country with the highest percentage of platform workers, although there are no official statistics from public institutions to confirm this. In an initial snapshot of platform work in Spain, conducted by a University of Hertfordshire team in 2019,[29] it was estimated that 27.5 per cent of the population aged 16 to 65 had worked on platforms at some point, with 26.6 per cent having done so at least once a year, 20.5 per cent at least once a month and 17.0 per cent at least once a week. Using a more restrictive definition, the percentage of people aged 15 to 65 performing platform work at least once a week was estimated to be 10.2 per cent (1-2). What was most surprising was that, regardless of whether having worked on a platform was measured as ever having done so or as having worked on a platform annually, monthly or weekly, Spain ranked highest among all the countries included in the sample (Germany, Austria, Italy, the Netherlands, Sweden, Switzerland and the United Kingdom) (3-4). In this sense, Spain could be considered the leading country in the European Union with respect to platform work.[30] This impression was subsequently confirmed by the COLLEEM surveys. In the first survey, with data from 2017, it was estimated that 15.1 per cent of the population had worked for platforms at some point in time – the second highest percentage in the EU (Pesole et al. 2018, 15). The second survey, using 2018 data, found that Spain was the EU country with the highest percentage of individuals who had worked in the platform economy at least once. Specifically, 18.1 per cent of the Spanish population had worked for platforms at some point. Of that group, 2.6 per cent earned their primary source of income from this work, 6.7 per cent used this work as a secondary source of income, 4.7 per cent used it as a marginal source of income and 4.1 per cent used it as an occasional source of income (Urzí Brancati, Pesole and Fernández-Macías 2020, 16). More recent estimates place these figures at significantly lower levels. In 2022, it was estimated that 4.8 per cent of the working population had worked on a platform at least once in the past 12 months, 2.3 per cent had done so at least once a month, 1.1 per cent had done so at least once a week and 1.0 per cent had worked at least 20 hours per week on platforms (Piasna, Zwysen

27 Available at https://statbel.fgov.be/en/news/only-limited-number-people-work-digital-platform.
28 See again https://statbel.fgov.be/en/news/only-limited-number-people-work-digital-platform.
29 Available at https://s1.fundacionfelipegonzalez.org/wp-content/uploads/2019/04/Huella_digital_Spain_ficha_informativa.pdf.
30 See https://agendapublica.es/noticia/14326/espana-primera-potencia-europea-trabajo-plataformas.

and Drahokoupil 2022, 17). By sector, 0.8 per cent of workers were engaged in work on delivery platforms and 0.5 per cent in work on ride-hailing platforms (Piasna, Zwysen and Drahokoupil 2022, 21).

Apart from the preceding, little else is known about the profiles of platform workers in Spain. One report on delivery platform workers indicated that the majority are male and young, with a high percentage coming from Latin American countries, and that they particularly value the autonomy afforded by platform work (ADIGITAL 2020, 12-13). As for workers employed by intermediary companies in the ride-hailing platform sector, we can assume that the vast majority are men, given that over 85 per cent of the workers in the transport sector are male.[31]

In France, some estimates calculate that a total of 2 percent of working persons are self-employed workers who access customers through digital platforms. They are mostly older men who have a higher level of education than the rest of the salaried workforce (Beatriz 2024, 1-2). Regarding this group of workers, the country report – based on various sources and information – provides an estimate of those who are working on different types of platforms. According to that estimate, 5.23 per cent of platform workers work on delivery platforms, while 4.30 per cent do so on ride-hailing platforms (Srnec, Cornet and Moreau Avila 2025, 13). In absolute terms, the French government (it should be recalled that the ARPE receives information about platforms and about platform workers in the delivery and ride-hailing sectors) estimates that there may be up to 100,000 ride-hailing drivers and 75,300 couriers working on delivery platforms (Srnec, Cornet and Moreau Avila 2025, 16-17). Piasna, Zwysen and Drahokoupil estimate that 0.9 per cent of platform workers work on delivery platforms and another 0.9 per cent on ride-hailing platforms (Piasna, Zwysen and Drahokoupil 2022, 21).

As it can be inferred from the preceding, the data on the number and profiles of platform workers are scarce and fragmented. This is because none of the countries included in the GDPoweR research have official statistics on this subject. [32] And platforms do not provide much data about the number of workers they engage. In fact, there is near-total opacity regarding such data. This makes it difficult to draw definitive conclusions across the five countries. Even so, we could say that in all these countries, the proportion of the working population engaged in delivery and ride-hailing platforms is relatively low – as is, in general, the proportion of the workforce involved in platform work. Most platform workers are men; those working on delivery platforms tend to be younger than those working on ride-hailing platforms; these workers typically have higher levels of education than comparable workers outside the platform economy; and a significant proportion of platform workers are migrants.

Apart from the preceding, two further considerations should be made based on the limited and fragmented data that are available. The first concerns the somewhat artificial nature of legislating on platform work without knowing the scale of the phenomenon in the country in question. This has already happened in Belgium, Spain and France, where it remains unclear how many workers are affected by the legislation currently in force or what the key characteristics of those workers are. This does not mean that the legislation or the regulatory choices made by these countries are being questioned, rather it is a criticism of the lack of reliable official statistics that would allow a proper understanding of the scope of the phenomenon being regulated. Therefore, one of the

31 Regarding the number of workers occupied in the land transport sector, data from the Active Population Survey of the first quarter of 2025 are used, available at https://www.ine.es/jaxiT3/Datos.htm?t=65123#_tabs-tabla.

32 According to the authors of the Belgian country report, the pilot survey conducted by Statbel cannot really be considered an official statistic on the number of platform workers (Thil et al. 2025).

recommendations of this report for improving industrial relations in the platform economy is for countries to provide the necessary resources to ensure that their official institutions produce reliable statistics on platform work within their borders. The second consideration relates to the PWD. As it is well known, the PWD includes a chapter titled “Transparency with regard to platform work”, which requires that Member States obtain detailed information from platform companies on the work carried out in each country (Articles 16 and 17). This information is extremely valuable. If used properly, it could help expose undeclared platform work and ensure that such work is taxed and that social security contributions are collected (Barrio and Jacqueson 2025). However, for the purposes of this discussion, the most relevant point is that such information would make it possible to go beyond mere statistics and gain a clearer understanding of the reality of platform work in each country and across the European Union as a whole. This would support the development of policies and regulations that are aligned with the actual (not imagined) scale of the phenomenon.

Data on the platforms operating in each country are also scarce and fragmented due to the general opacity of the sector, as previously stated. Nonetheless, as it can be seen in Table 2, the platforms are practically the same ones across all five countries included in the GDPoweR Project. While it is true that some local platforms exist in individual countries, the main protagonists of platform economy development in the delivery and ride-hailing sectors in each of the analysed five countries are essentially large multinationals. Table 2 summarizes the main data available on the delivery and ride-hailing platforms in the GDPoweR countries, from which we would highlight the following points.

In the delivery platform sector, Just Eat is the only company operating in all five countries, either under its own brand or under the brand of one of the delivery platforms it has acquired (Pyszne.pl in Poland and Lieferando in Austria). The Dutch company is perhaps the first to have begun operations in the countries included in GDPoweR, with its presence dating back to 2007 in Belgium, although under a different name. Its varied behaviour across the countries in this research is somewhat puzzling. In Spain, for example, it boasts of hiring workers as employees (Rodríguez Fernández et al. 2025), while in Austria it has just announced that it will only hire “free service providers” (Geyer, Bilitza and Danaj 2025). On the *other* hand, it has just ceased operations in France (Srnec, Cornet and Moreau Avila 2025).

In the ride-hailing platform sector, Uber operates in all five GDPoweR countries, although in different ways. As explained earlier, the North American company uses intermediary firms to hire workers in Spain, while in Belgium and France, it hires workers directly, who are mostly self-employed. In Austria and Poland, this platform hires workers in two ways: through intermediary companies or directly as self-employed individuals. Uber began operations in France in 2011, but its expansion into the GDPoweR countries dates from the mid-2010s. Meanwhile, Bolt, an Estonian company, entered the market later, towards the end of the 2010s. However, it appears to be establishing itself as the second-leading ride-hailing platform in the EU.

Uber Eats (US), Deliveroo (UK) and Stuart (France) all hold significant market shares in the delivery platform sector in the five analysed countries. Notably, the latter two have ceased operations in Spain as a result of the entry into force of the Rider Law (Rodríguez Fernández et al. 2025). Glovo, originally Spanish but now owned by the German company Delivery Hero, also holds a notable market share in Poland, Austria (via Foodora) and Spain.

Table 2: Summary of the main delivery and ride-hailing platforms in Austria, Belgium, France, Spain and Poland

Poland	Austria	Belgium	Spain	France[33]
Transport and Delivery				
Bolt (operating since 2017, it uses intermediary companies). Bolt Food (operating since 2020).	Bolt (operating since 2017, it uses intermediary companies).		Bolt (operating since 2019, it uses intermediary companies).	Bolt (operating since 2019).
Uber (operating since 2014, it uses intermediary companies). Uber Eats (operating since 2017).	Uber (operating since 2014, it uses intermediary companies).	Uber (operating since 2014). Uber Eats (operating since 2016).	Uber (operating since 2015, an intermediary company declares 8,000 workers). Uber Eats (operating since 2017).	Uber (operating since 2011, with 40,000 workers). Uber Eats (operating since 2015, with 60,000 workers).
Ride-hailing				
iTaxi (operating since 2012, it employs more than 3,000 drivers).				
FreeNow (operating since 2012, it was acquired by Lyft in April 2025).			FreeNow (operating since 2012).	FreeNow (operating since 2013).
			Cabify (operating since 2011, an intermediary company declares 3,500 workers).	
				Le Cab (operating since 2014, with 18,000 workers).
Delivery				
Pyszne.pl (acquired by Just Eat).	Lieferando (operating since 2011 and acquired by Just Eat in 2014, it used to employ 1,000 employees, but since March 2025 it hires "free-service providers").	Just Eat (operating since 2007, but under another name).	Just Eat (operating since 2010, with 2,000 employees).	Just Eat (operating since 2012, with 4,500 employees, it left the country in 2024).
Glovo	Foodora (operating since 2015 and acquired by Delivery Hero in 2019, it employs 2,500 couriers, 90% hired as "free-service providers").		Glovo (operating since 2015, acquired by Delivery Hero in 2022, with 15,000 workers reclassified as employees).	
Wolt (operating since 2018).	Wolt (operating since 2023, it hires "free-service providers", with no data on the number of workers).			
Stuart			Stuart (operating since 2016, it left Spain in 2024).	Stuart (operating since 2015, with 3,000 workers).
		Deliveroo (2015).	Deliveroo (operating since 2015, it left Spain in 2021).	Deliveroo (2015, with 20,000 workers).

Source: Summary based on GDPoweR Country reports

Beyond the information described above, little additional data is available, and there is no definitive knowledge about the number of workers employed by each platform in each country or about how those workers are classified – further supporting the aforementioned need for greater transparency.

33 The number of workers is taken from the estimates made by Srnec, Cornet and Moreau Avila (2025, 13-14).

However, the fact that essentially the same platforms are operating in the delivery and ride-hailing sectors across the five countries analysed in the GDPoweR Project leads us to the following consideration. Given that, as previously explained, each of the five countries has adopted a different legislative approach regarding the classification of platform workers, the same platforms have to comply with different legal regimes in each country, meaning they must adapt to five distinct sets of regulations even though their operations are essentially the same. Despite this and with the exception of Just Eat, which appears to have supported the PWD,[34] most platforms have opposed the approval of the directive, even though it would provide platforms with a degree of legal uniformity after being transposed. Achieving this uniformity is, in fact, one of the most notable benefits of the PWD. As the European Parliament noted in 2021, one of the most compelling reasons to approve the PWD was that, since the same platforms operate across multiple EU countries, the different legal regimes governing worker classification were complicating platform operations and, above all, creating very unequal systems of rights and social protection for platform workers (Rodríguez 2025). In this sense, the PWD represents a European-level expression of the idea that a business phenomenon of global scope requires regulation of the same scope to prevent regulatory arbitrage and unjustified disparities in workers' rights (and in costs).

34 See https://www.linkedin.com/posts/just-eat-takeaway-com_just-eat-takeawaycom-strongly-supports-the-activity-7006576192732438528-g2Mz?trk=public_profile_like_view.

3. Key features of the collective bargaining models of the 5 countries

Collective bargaining in any sector of activity, including the platform economy, does not take place in a vacuum. On the contrary, collective bargaining, given that it is a central institution of the industrial relations model of a country, is shaped by the key aspects of that model: primarily the main partners involved, their greater or lesser bargaining power and their strategies regarding not only how the collective bargaining should be structured but also the issues it should address (Rodríguez Fernández 2016). Collective bargaining in the platform economy therefore cannot be analysed without taking into account these key aspects. To give just one example: we cannot say that the collective bargaining for labour platforms in a given country is weak if it turns out that all collective bargaining in that country is weak as well. Weakness is consequently not a distinctive feature of collective bargaining in the platform economy, rather it is a defining characteristic of the industrial relations model in that country. For this reason, the analysis of collective bargaining on delivery and ride-hailing platforms in the five GDPoweR countries is conducted within the context of their respective collective bargaining models.

3.1 Main findings regarding the partners in collective bargaining and their strategies in the delivery and ride-hailing platforms in each country

In the following, the collective bargaining system in each country is described. Each country's The principal social partner organisations are listed in table 3 on the next page.

The Polish industrial relations model is characterized by a low level of union membership, a steady decline in the intensity of collective bargaining, growing scepticism about the effectiveness of union action and debate over whether employers' associations truly represent the interests of all companies, particularly small and medium-sized enterprises (Trappmann 2012). It is estimated that union membership in Poland fell from 16 per cent in the period between 2000 and 2009 to 12 per cent in the period between 2010 and 2016, while collective bargaining coverage declined from 21 per cent in 2000–2009 to 17 per cent in 2010–2016 (Vandaele 2019, 21). Within this context, it would have been difficult for strong collective bargaining to have emerged in the platform economy. In fact, there are neither collective agreements nor collective accords – the two forms of collective bargaining provided for under Polish law – in any of the delivery and ride-hailing platforms operating in the country. This is largely consistent with the country's particular industrial relations model.

Table 3: Summary table of the main social partners of the countries included in the GDPoweR research

Poland	Austria	Belgium	Spain	France
Most relevant partners in representation of workers				
Ogólnopolskie Porozumienie Związków Zawodowych (OPZZ)[35]	Österreichische Gewerkschaftsbund (ÖGB)[36] and affiliated sectoral unions: GPA[37], GÖD[38], PRO-GE[39], Younion[40], Vida[41], GBH[42] and GPF[43]	Algemeen Christelijk Vakverbond/Confédération des Syndicats Chrétiens (ACV-CSC)[44]	Comisiones Obreras (CCOO)[45]	Confédération Générale du Travail (CGT)[46]
Niezależny Samorządny Związek Zawodowy "Solidarność"[47]	Chamber of Labour (*Arbeiterkammer)*[48]	Algemeen Belgisch Vakverbond/Fédération Générale du Travail de Belgique (ABVV-FGTB)[49]	Unión General de Trabajadores (UGT)[50]	Confédération Française Démocratique du Travail (CFDT)[51]
Ogólnopolski Związek Zawodowy "Inicjatywa Pracownicza"[52]		Algemene Centrale der Liberale Vakverbonden van België/Centrale Générale des Syndicats Libéraux de Belgique (ACLVB-CGSLB)[53]		Force Ouvrière (FO)[54]
Forum Związków Zawodowych[55]				
Most relevant partners in representation of companies				
Pracodawcy RP[56]	Austrian Federal Economic Chamber (*Wirtschaftskammer Österreich,* WKO)[57]	Federation of Belgian Enterprises (VBO-FEB)[58]	Confederación Española de Organizaciones Empresariales (CEOE)[59]	Mouvement des Entreprises de France (MEDEF)[60]
Business Center Club[61]	Chamber of Agriculture (Landwirtschaftskammer, LK)[62]	Union of Self-Employed Entrepreneurs (UNIZO)[63]	Confederación Española de la Pequeña y Mediana Empresa (CEPYME)[64]	Confédération des petites et moyennes entreprises (CPME)[65]
Konfederacja Lewiatan[66]		Union des classes moyennes (UCM)[67]	Asociación Española de Economía Digital (ADIGITAL)[68]	Union des Entreprises de Proximité (U2P)[69]
Chambers of Commerce (*Izby gospodarcze*)[70]				Association des Plateformes d'Indépendents (API)[71]

Source: Summary based on GDPoweR country reports

35 See https://www.opzz.org.pl/about-us
36 See https://www.oegb.at/der-oegb
37 See https://www.gpa.at/en
38 See https://www.goed.at/union-of-public-services-information-in-english/
44 See https://www.lacsc.be/la-csc/qui-sommes-nous
45 See https://www.ccoo.es/Nuestra·organizacion/Quienes_somos
46 See https://www.cgt.fr/dossiers/qui-sommes-nous

Nevertheless, certain dynamics are noted. Firstly, the creation of unions in some platforms should be underscored – in Poland, unions are formed at the company level. In 2022, a union was formed at the Pyszne.pl platform (acquired by Just Eat), sponsored by the OPZZ. To some extent, the emergence of this union was facilitated by this delivery platform's favourable stance towards unionization, although the majority of its couriers have contracts covered by civil law. Meetings have taken place between this union and Pyszne.pl, but they have not resulted in collective bargaining or in a collective accord (Kowalik, Prusak and Szymczak 2025). In 2024, another union, sponsored by the Inicjatywa Pracownicza initiative, was formed to represent couriers in their negotiations with platforms, but it too has not succeeded in achieving any collective agreement or accord. Secondly, the mobilizations of delivery platform workers should also be considered: there were strikes by couriers of Pyszne.pl in 2022 and 2023 over wage demands; there was a strike by Glovo couriers in 2024, which led to the formation of the union sponsored by the Inicjatywa Pracownicza initiative; and there were protests by couriers in 2025 organized by the latter (Kowalik, Prusak and Szymczak 2025).

On the workers' side, the main demands are the following: (i) greater transparency in the determination of earnings; (ii) more stability in the assignment of tasks (both demands depend on algorithmic management); and (iii) the existence of communication channels with the platform in which workers can interact with a human. Indeed, these demands have not been transferred to collective bargaining, but they have given rise to the aforementioned forms of resistance actions by workers, as well as to a strategy by activists and trade unions aimed at attempting to empower workers by providing them with greater knowledge of how platforms operate. Moreover, rather than union action focused on collective bargaining, activists and trade unions seek to mobilize public opinion and policymakers in order to raise awareness about the poor working conditions faced by

42 See https://www.gbh.at
43 See https://www.gpf.at/ueber-uns/
44 See https://www.lacsc.be/la-csc/qui-sommes-nous
45 See https://www.ccoo.es/Nuestra·organizacion/Quienes_somos
46 See https://www.cgt.fr/dossiers/qui-sommes-nous
47 See https://www.solidarnosc.org.pl/en/about-us/
48 See https://www.arbeiterkammer.at/index.html
49 See https://fgtb.be/qui-est-la-fgtb-
50 See https://www.ugt.es/que-es-ugt
51 See https://www.cfdt.fr
52 See https://www.ozzip.pl
53 See https://www.cgslb.be/fr/la-cgslb
54 See https://www.force-ouvriere.fr/-notre-organisation-
55 See https://fzz.org.pl
56 See https://pracodawcyrp.pl/en
57 See https://www.wko.at
58 See https://www.vbo-feb.be/fr/
59 See https://www.ceoe.es/es/conocenos/la-confederacion/que-representamos
60 See https://www.medef.com/qui-sommes-nous
61 See https://www.bcc.org.pl
62 See https://ooe.lko.at
63 See https://www.unizo.be
64 See https://cepyme.es/quienes-somos/
65 See https://www.cpme.fr/qui-sommes-nous/la-cpme-lorganisation-100-pme
66 See https://lewiatan.org/en/about-us/
67 See https://www.ucm.be/a-propos-d-ucm
68 See https://www.adigital.org/sobre-adigital/quienes-somos/
69 See https://u2p-france.fr/nos-missions
70 See https://kig.pl/izby-gospodarcze/
71 See https://www.apiasso.org

workers in these types of companies and to take action accordingly, as it generally occurs in the platform economy (Rodríguez Fernández 2020). Finally, the role of social media in mobilizing workers must be highlighted. Activists and trade unions have made use of the collaboration of TikTok and Instagram influencers to raise the awareness of workers regarding their working conditions (Kowalik, Prusak and Szymczak 2025).

Austria's industrial relations model is diametrically opposed to Poland's. Neo-corporatist in nature, it is characterized by strong trade unions with medium-to-high membership rates, stable collective bargaining that covers approximately 98 per cent of the workforce and a model of workplace representation and co-decision-making led by works councils (Glassner and Hofmann 2019). Within this context, it was going to be much easier for collective bargaining to emerge at digital labour platforms, which has indeed been the case. Once again, this is largely consistent with the country's industrial relations model.

Collective bargaining in Austria is fundamentally sectoral in nature. The negotiating parties are one of the sectoral trade unions (affiliated with the ÖGB) and the WKO. The main contents of collective agreements refer to wages and working time, while the collection of workers data and the impact of algorithmic management are not central issues in the negotiation of collective agreements at the sectoral level, given the important role played by works councils in this area (Geyer, Prinz and Bilitza 2025). It should also be noted that collective agreements apply only to employees and not to "free service providers" or to self-employed workers. This means that very few food-delivery riders – the vast majority of which work with free service contracts – are covered by a collective agreement. There is no reliable data on the number and share of drivers in the ride-hailing sector by employment status. However, drivers in Austria work either as self-employed or as employees of intermediaries (taxi companies) and only the latter are covered (Geyer, Bilitza and Danaj 2025). As such, a significant number of workers in Austria's location-based platform economy are excluded from collective bargaining agreements.

They are also excluded from company-level agreements on specific issues negotiated by works councils, in whose elections such workers are neither voters nor eligible candidates. However, these agreements – applicable only to employees – are fundamental with respect to phenomena that are specific to platform work, such as the collection and processing of the data of workers and their being subject to monitoring or supervision through telematic means. Since as early as 1986, sections 91, 96 and 96a of the Labour Constitution Act (Arbeitsverfassungsgesetz–ArbVG)[72] have recognized the following for works councils: (i) the right to be informed about the personal data of workers that are collected through automated systems and how such data will be processed (§ 91); and (ii) the requirement to have the approval of works councils for introducing measures to monitor workers by telematic systems, insofar as such measures might affect human dignity (§ 96), as well as for introducing systems for the determination and automated processing of the personal data of workers (§ 96a). These co-decision-making powers of works councils go to the very heart of platform work, to the extent that they affect the authority of a business to collect the personal data of workers and to monitor workers through telematic systems that are essential to the operation of platforms. Such co-decision-making powers therefore clearly strengthen the bargaining power of these worker representation bodies at companies (Felten and Preiss 2020). However, it must be emphasized that, as previously noted, collective agreements only apply to employees and therefore only cover a relatively small proportion of workers on delivery and ride-hailing platforms (Geyer, Prinz and Bilitza 2025).

72 Available at https://natlex.ilo.org/dyn/natlex2/natlex2/files/download/42238/AUT42238.pdf

Despite these limitations, a works council was established at Foodora in 2017 and at Lieferando in 2019. Both works councils, with the support of the sectoral union vida, succeeded in signing the first collective agreement for couriers in 2019, which came into effect in 2020 (Geyer, Vandaele and Prinz 2024). This was one of the first collective bargaining agreements for platform workers in the world, thereby making that collective bargaining truly pioneering (Rodríguez Fernández 2022).

The Austrian trade unions view collective bargaining as the best tool for wage policy and aim for all employees to be covered by collective bargaining agreements. With respect to platform workers in the food-delivery industry, the ÖGB asked for "free service providers" to be integrated into existing collective bargaining and into the country's labour laws on working time, and also for those categories of workers to be eligible as voters and candidates in the formation of works councils (Gruber-Risak, Warter and Berger 2020). Furthermore, the ÖGB supports introducing the presumption of the existence of an employment contract into Austrian law, like what is included in the PWD, in order to prevent genuine employees of platforms from being diverted into other contractual categories. Two core demands – stronger collective bargaining rights and employment protections for free-service providers – have been announced by the Austrian government. From January 2026 onwards, free service providers will be allowed to negotiate collective agreements and a 4-week notice period (6 weeks from the second year of service) will apply to the termination of new free service contracts, and a 4 week notice period (6 weeks from the second year of service) will apply to the termination of new free service contracts.[73]
Finally, neither the collection of workers' personal data nor algorithmic management are among the ÖGB's priorities, although it does advocate strengthening the co-decision-making rights of works councils in these areas (ÖGB 2023).

Two other aspects related to the strategy of Austrian activists and social partners merit particular attention. The first is the creation of the Riders Collective in 2021, a group of delivery platform activists supported by the ÖGB but not "colonized" by it. The group does not have collective bargaining capacity, but it does serve to organize couriers and foster feelings of identity and solidarity among them (Geyer, Vandaele and Prinz 2024). The second aspect is, as in Poland, the important role played by social media in building identity and raising awareness among platform workers. In Austria, Facebook groups of workers from intermediary companies in the ride-hailing sector provide a space for exchanging information and organizing joint activities (Geyer, Prinz and Bilitza 2025). These social media groups, while not oriented towards collective bargaining, can nurture feelings of identity and shared interests that support resistance actions by workers or strategies for asserting collective demands. The creation of these groups outside the hierarchy and ideology of traditional trade unions is also a distinctive feature in the organization of platform workers (Rodríguez Fernández 2022; Rodríguez 2025).

In some ways, Belgium represents a special case. For more than seventy years, this country's model of industrial relations has been based on consensus and social dialogue (Marx and Van Cant 2018). Its unions are strong and enjoy one of the highest rates of union membership in the European Union – close to 50 per cent of the working population (Visser 2019) – in part because unions in the country administer the compulsory unemployment insurance system. Collective bargaining is stable in the country, and due to the general applicability of collective agreements, their coverage reaches 96 per cent of the working population (Vangeel, Lenaerts and Vandekerckhove 2024). This means that the Belgian industrial relations model contains all the components that in Austria (*ut supra*) and Spain,

73 https://www.vida.at/de/artikel/strasse/2025/kollektivvertraege-fuer-freie-dienstnehmer-innen-ab-2026

as we will see below, have led to the appearance of collective bargaining in the platform economy. However, in Belgium there is not a single collective bargaining agreement for delivery and ride-hailing platforms. There is an agreement between the UBT-FGTB union and Uber, signed in October 2022, but: (i) it has been criticized by other unions because they deem that it undermines their efforts to improve the working conditions of ride-hailing platform workers and because it was concluded without consulting them; and (ii) it contains a confidentiality clause that prevents it from being regarded as a collective bargaining agreement and from knowing its actual content (Thil et al. 2025).[74]

Collective bargaining in Belgium is conducted in a pyramidal and hierarchical manner at three levels: national, sectoral and company. The rule governing these three levels of negotiation is 'no derogation', meaning that lower-level collective agreements may improve, but not worsen, the working conditions set out in higher-level agreements (Van Gyes et al. 2018). Moreover, collective agreements have general applicability, such that they apply to all workers and companies within their scope, even if those workers and companies are not members of the organizations that signed them (Thil et al. 2025). This gives the Belgian collective bargaining model reliability and, as noted earlier, very extensive coverage.

However, collective bargaining has not yet appeared for platforms in Belgium. This perhaps might be explained by the priorities of Belgian trade unions and employer organizations. For the former, the priority seems to be the correct classification of workers. In fact, they have supported workers' actions before the courts in the Deliveroo case (*ut supra*), and they have pushed for the improved regulation of platform work in the country. Trade unions are also seeking to assist/empower workers by providing more information about platform work, as unions are doing in Poland. A notable example is the "salary compass" made available to workers on the website of the United Freelancers union (ACV-CSC), which workers can consult in emergencies, such as accidents or account deactivations (Kelemen and Lenaerts 2022). Furthermore, some trade unions are advocating for collective bargaining at the sectoral level – the main level of collective bargaining in Belgium – and for the application of existing agreements, namely the transport sector agreement, to platform workers in ride-hailing and food-delivery industries. Platform companies, in contrast, oppose the application of the transport sector agreement arguing that platforms are not transport companies, but rather "technology" companies. This largely explains why there are no collective agreements on platforms in Belgium. Employers, for their part, appear more concerned about levelling the playing field in the market to prevent unfair competition between platform companies and traditional firms in the sector (Thil et al. 2025). This has also been reported in the country reports for Poland (Kowalik, Prusak and Szymczak 2025), Austria (Geyer, Bilitza and Danaj 2025) and Spain (Rodríguez Fernández et al. 2025), wherefore it could be concluded that employer organizations are quite concerned about competition between traditional companies and platform companies and that the actions of these organizations are primarily aimed at ensuring a level playing field within the corresponding sectors.

Also, in Belgium – as in Poland and Austria – social media is playing a critical role not only in raising awareness and mobilizing platform workers, particularly through Facebook groups (Lenaerts 2018), but also in creating collectives or groups of platform workers that are supported by traditional unions but not "colonized" by them, as in Austria (*ut supra*). In Belgium, this is the case of the *collectif des*

74 Unofficially, industriAll Europe has published what could be considered a memorandum of understanding between the UBT-FGTB union and Uber, whereby the latter recognizes this union as the representative of all Uber drivers in Belgium, and both parties undertake to work together in order to improve the working conditions of these workers. The text is available at: https://news.industriall-europe.eu/documents/upload/2022/11/638049020085528440_E%20-%20FGTB%20and%20Uber.pdf

coursiers,[75] created originally as a Facebook group in 2016 in the wake of mobilizations by Just Eat couriers. In 2017, protests by Deliveroo couriers led to the creation of *maison des livreurs*[76] in Brussels, a space where couriers can access legal advice and representation in a more institutionalized form (Thil et al. 2025). The use of social media and the creation of active worker groups or activist groups close to traditional unions are traits of the forms of organization and resistance among platform workers that have already been identified in specialized literature (Rodríguez Fernández 2020; Rodríguez 2025) and that we are now observing in practice in the GDPoweR country reports.

Despite the fact that collective bargaining reforms have occurred one after another since the onset of the 2008 economic crisis, collective bargaining has remained highly stable in Spain. The same could be said of its social partners, which have remained practically the same and have maintained the same central role in the Spanish industrial relations model since the late 70s (Rodríguez Fernández et al. 2025). It is true that Spain's major trade unions have a medium-to-low membership rate, but the general applicability of collective agreements means that collective bargaining coverage reaches 91.8 per cent. The prevailing level of bargaining is at the sectoral level, with company-level collective agreements never exceeding 12 per cent of the workers covered by collective bargaining (Rodríguez Fernández 2016). This factor also contributes to the high coverage rate of collective bargaining. Social dialogue plays a decisive role in shaping Spain's industrial relations model and its collective bargaining model, but – unlike in Belgium – it has fluctuated over time, and there have been periods in which social dialogue was not fruitful. Nevertheless, regarding the impact of digitization on work, most legislative initiatives in the country have been the result of social dialogue, including, as previously noted, the regulation of not only platform work but also transparency in the use of algorithms and artificial intelligence systems by companies (Rodríguez Fernández 2023). This fact is highlighted because it is likely that such regulation was what triggered the negotiation of pioneering collective agreements in the delivery platform sector. Collective bargaining also exists for ride-hailing platforms, but, as the country report points out, it is not collective bargaining for labour platforms per se, rather it is for the intermediary companies through which such platforms operate (Rodríguez Fernández et al. 2025). Therefore, this form of collective bargaining is more traditional or classical in shape, although it does also affect workers who provide services through platforms. In any event and for all these reasons, collective bargaining in the platform economy appears to be consistent with Spain's industrial relations model.

Both the strategy of the main trade unions (CCOO and UGT) and that of the main employer organization (CEOE), and even that of the business association with which all platforms are affiliated (ADIGITAL), coincide in that collective bargaining should be the main channel for regulating the working conditions of platform workers (Rodríguez Fernández et al. 2025). However, there are notable divergences in how collective bargaining is understood by the various partners. For Spanish trade unions, collective bargaining is the best means of improving the conditions of these workers; for employer organizations, collective bargaining is instead the way to keep platform work outside the "rigidity" of government regulatory intervention. There are also divergences in the collective bargaining model advocated for the platform economy. The most striking discrepancy is that which exists between the two most important unions in the country. The strategy of the CCOO union is to include platform workers in the sectoral collective agreements of the production sector to which the platforms belong. In fact, there have been – and there currently are – experiences of sectoral collective bargaining that include platform workers in the corresponding sector of activity (Rodríguez

75 See https://www.facebook.com/collectif.coursiers/
76 See https://www.facebook.com/p/La-Maison-des-Livreurs-100088117602285/

Fernández et al. 2025). For the UGT union, however, the formula that is adopted for collective bargaining is of little importance, and what matters is that collective bargaining should take place so that all platform workers are covered.

Despite the preceding discrepancies, both unions have signed the Just Eat agreements, which are company-level collective agreements and which will be analysed in the following section, and they have also signed the Fifth Agreement for Employment and Collective Bargaining of 2023 (VAENC)[77] and a significant number of sectoral and company-level collective agreements that address the regulation of workers' digital rights, including those pertaining to the use of algorithms and artificial intelligence by companies (Bastante Velázquez and Rodríguez Fernández 2025). The signing of the VAENC agreement is noteworthy because Spain's social partners (CCOO, UGT, CEOE, and CEPYME) undertake to use collective bargaining as the channel through which all aspects involved in the digital transformation of companies are regulated, including aspects concerning data collection and transparency in the use of algorithms and artificial intelligence systems, which are essential in collective bargaining of the platform economy. As a result, a significant number of sectoral and company-level collective agreements have been negotiated in which workers' digital rights are regulated, particularly those concerning data protection and transparency in the use of algorithms and artificial intelligence systems. Consequently, collective bargaining for labour platforms is yet another expression of the collective bargaining strategies of Spain's social partners.

As in Austria and Belgium, worker collectives or activist groups have also emerged in Spain in the delivery platform sector. One example is Riders X Derechos,[78] which has a notable presence in social media in defence of the rights of platform workers, thereby once again underscoring the importance of social media as a factor in mobilizing platform workers. However, it should be noted that not only have traditional trade unions been responsible for representing workers before the courts in claims for reclassifying them as employees, but they have also been responsible for the collective bargaining that has taken place. There have also been conflicts in Spain with respect to levelling the playing field in the relevant sector. Most strikingly, apart from the well-known conflict between taxi drivers and ride-hailing platforms that led to the judgment of the European Court of Justice of 20 December 2021, Asociación Profesional Elite Taxi v Uber Spain, SL, Case C-434/15 (ut supra), there is very intense conflict between the delivery platforms Just Eat and Glovo over unfair competition. The latest episode was a controversial judgment by a commercial court dismissing a claim by Just Eat against Glovo.[79] The core of that claim lies in the fact that, while Just Eat has complied with the Rider Law by hiring its couriers as employees, Glovo has systematically breached the Rider Law and has contracted its couriers as self-employed individuals, consequently having lower labour costs than its competitor Just Eat (Rodríguez Fernández et al. 2025).

France is an example of building a model of representation and collective bargaining for platform workers outside the framework of the country's existing industrial relations model. This model is characterized by unions with low membership rates (Visser 2023), although they are highly effective at mobilizing workers. Collective bargaining coverage exceeds 90 per cent (OECD 2019, 46). The broad coverage of collective bargaining in France is not due to the general applicability of collective bargaining agreements, as in Belgium or Spain, rather it is due to the administrative extension of such agreements, meaning that once an agreement has been negotiated, the administrative authorities decree the extension thereof to all workers of the sector or company in which the

77 Available at https://www.boe.es/diario_boe/txt.php?id=BOE-A-2023-12870
78 See https://www.ridersxderechos.org
79 See https://www.poderjudicial.es/cgpj/es/Poder-Judicial/Noticias-Judiciales/El-juzgado-Mercantil-2-de-Barcelona-desestima-la-demanda-interpuesta-por-Just-Eat-contra-Glovo-por-competencia-desleal

agreement was negotiated (OECD 2019). While there have been legislative efforts to decentralize collective bargaining to the company level, sectoral collective bargaining remains prevalent in the country (Vincent 2019). All this could have led to traditional collective bargaining for digital platforms, but that has not occurred. The fact that French unions prioritize mobilization over collective bargaining, in conjunction with the fact that legislative intervention has steered industrial relations in the platform sector outside of the existing framework in the country, has likely prevented the emergence of traditional collective bargaining in France.[80] To a large extent, this is therefore consistent with the country's industrial relations model. Below we will look at the collective agreements in France's platform economy, but it must be emphasized that they have been negotiated within the framework of a "special" model of collective bargaining for self-employed workers, facilitated to a great extent by an administrative institution (Dirringer and Ferkane 2021). This distinguishes platform collective bargaining in France from that which exists in Austria and Spain, where collective bargaining is exclusively for employees and takes place within a framework without government intervention.

The fact that the French government has opted for the regulation of platform work based on maintaining the classification of platform workers as self-employed individuals and that it has devised an entire collective bargaining model for this category has shaped the strategies of the country's main social partners. Traditional trade unions reject the institutional architecture of the ARPE and the collective bargaining processes that are carried out within it, which are officially called social dialogue rather than collective bargaining (Srnec, Cornet and Moreau Avila 2025). Moreover, as in Belgium and Spain, traditional unions in France have supported workers in their legal claims in the courts to be reclassified as employees, and they have advocated for better regulation of platform work, both domestically and in the EU through the PWD (Srnec 2025). Despite this, traditional unions have participated in elections organized by the ARPE to designate the most representative organizations for platform workers in the delivery and ride-hailing sectors. In 2024, UNION-Indépendants (linked to the CFDT) emerged as the leading trade union in the delivery platform sector, with 37.15 per cent of the votes cast, followed by the Fédération Nationale des Syndicats de Transports (affiliated with the CGT) with 21.80 per cent of the votes (Srnec, Cornet and Moreau Avila 2025, 38). In the 2024 elections of the ride-hailing sector, the Fédération Nationale des Transports et de la Logistique (affiliated with the FO) emerged as the leading union, with 46.46 per cent of the votes cast, while UNION-Indépendants (linked to the CFDT) came in third, with 9.01 per cent of the votes (Srnec, Cornet and Moreau Avila 2025, 40). Thus, traditional French trade unions use a strategy that combines rejection of the system with tactical entry into it.

On the employers' side, the API, which brings together most of the delivery and ride-hailing platforms, has pursued a collective bargaining strategy within the ARPE that could be considered "reactive", in the sense that it responds to the demands of workers, but without putting forward any alternative

80 In October 2020, applying the "collective bargaining" model regulated by *Ordonnance n° 2027-1385 du 22 septembre 2017 relative au renforcerment de la négotiation collective* (available at https://www.legifrance.gouv.fr/loda/id/JORFTEXT000035607311), which consists in a company proposing a collective agreement to be adopted by a vote of the staff, as long as the company has fewer than eleven employees and no trade union represents them, the delivery platform Just Eat did have a "collective agreement". This "collective agreement" worsened some of the working conditions established in the applicable sectoral collective agreement. That "collective agreement" ended when the FO and CGT unions were elected to represent the platform's workers. Subsequently, a standard collective bargaining process was initiated, but it was cut short by Just Eat's announcement that it would cease operations in France (Srnec, Cornet and Moreau Avila 2025). The text of this "collective agreement" is available at https://www.droits-salaries.com/887676948-/88767694800011-/T07520025921-accord-d-entreprise-au-sein-de-takeaway.com-express-france-sas-forfait-RTT-heures-supp-temps-de-travail-droit-a-deconnexion-conges.shtml

proposals of its own (Srnec, Cornet and Moreau Avila 2025, 75). This organization believes that the intense competition among platforms is a barrier to moving forward and considering a more ambitious, joint collective bargaining strategy. On the contrary, *the Fédération Française du Transport de Personnes sur Réservation* (French Federation of Passenger Transport by Reservation - FFTRP), which represents smaller and more local platforms, considers that a coordinated collective bargaining strategy among them would be entirely feasible.

The model of social dialogue – which is how it is officially called – for delivery and ride-hailing platforms established in France through the ARPE has the following features: (i) the most representative employer organizations are designated according to rules that are similar to those used for identifying the most representative employer organizations in sectoral collective bargaining; (ii) the most representative worker organizations are elected according to rules that are similar to those used for electing the most representative trade unions in sectoral collective bargaining; (iii) only sectoral-level collective agreements may be negotiated, although company-level agreements are expected to be developed in the future; (iv) the topics of collective bargaining must include the method for determining the earnings of workers, the conditions under which workers carry out their activity (including working time and the effects of algorithmic management), the prevention of occupational risks and the development of professional skills to ensure professional growth; (v) the agreements resulting from this collective bargaining must be validated by the ARPE, which will also extend those agreements so that they apply to all workers and platforms in the relevant sector (Srnec, Cornet and Moreau Avila 2025).

As we can see, the French legislature has devised a model of collective bargaining for self-employed platform workers in the image of the model that exists for employees, albeit separate from that model. It is quite possible that this reflects the fact that the French legislature was foreseeing the feasibility of collective bargaining for self-employed workers. When this model was conceived in France (2019–2021), it was not yet clear in other EU member states whether self-employed workers could exercise the right to collective bargaining. Perhaps that is why the French legislature created this innovative and very sophisticated system of collective bargaining (officially called social dialogue): to provide legal coverage for the collective bargaining of self-employed workers. Given that the Guidelines on the application of Union competition law to collective agreements regarding the working conditions of solo self-employed persons[81] were adopted by the European Commission in 2022, and having affirmed that self-employed workers can exercise the right to collective bargaining, perhaps it is no longer necessary to create and/or maintain a model such as the aforementioned one for covering the collective bargaining of self-employed platform workers.

As in the other countries included in the GDPoweR research, social media have also been essential in France for mobilizing delivery and ride-hailing platform workers, particularly through Facebook and WhatsApp groups (Srnec, Cornet and Moreau Avila 2025). And ever since the Nuit debout mobilizations of 31 March 2016, resistance actions by delivery and ride-hailing platform workers have continued. This has caused the fighting spirit to grow and has created greater awareness among workers regarding their poor working conditions in France (Srnec 2025), while also giving rise to various collectives or organizations that are either already integrated into traditional trade unions or, as in the other countries, independent from but closely aligned with them.

81 Communication from the Commission, Guidelines on the application of Union competition law to collective agreements regarding the working conditions of solo self-employed persons (2022/C 374/02).

Table 4: Summary table of industrial relations models and collective agreements or other types of collective arrangements in the countries included in GDPoweR

	Main characteristics of the industrial relations model	Are there collective agreements for delivery and ride-hailing platform workers?	Are there other kinds of arrangements for delivery and ride-hailing platform workers?
Poland	– Low level of trade union membership. – Low rate of collective bargaining coverage. – Growing rejection of trade union action. – Questioning of the representativeness of employer organizations. – No regulations on platform work. – Collective bargaining covers employees.	No	No
Austria	– Neo-corporatist in nature. – Strong trade unions. – Medium/high trade union membership. – Stability in collective bargaining. – High rate of collective bargaining coverage. – Co-decision-making model at the company level. – No regulations on platform work. – Collective bargaining covers employees.	Yes	No
Belgium	– Based on consensus and social dialogue. – Strong trade unions. – High rate of membership. – Stability of collective bargaining. – High rate of collective bargaining coverage. – There are regulations on platform work. – Collective bargaining covers employees.	No	Yes
Spain	– Discontinuity of social dialogue. – Strong trade unions. – Low rate of trade union membership. – Stable collective bargaining. – High rate of collective bargaining coverage. – There are regulations on platform work. – Collective bargaining covers employees.	Yes	No
France	– Strong tendency towards mobilization. – Strong trade unions. – Low rate of trade union membership. – Stable collective bargaining. – High rate of collective bargaining coverage. – There are regulations on platform work. – Collective bargaining covers self-employed workers.	No	Yes

Source: own summary

In view of the preceding, the following conclusions can be drawn: (i) social media have played a decisive role in the mobilization and awareness of platform workers regarding their working conditions; (ii) in most of the countries studied in the GDPoweR research, collectives or groups of workers and activists have been created, which, while not "colonized" by traditional trade unions, are supported by or closely aligned with them; (iii) in all countries included in GDPoweR project, the emergence of collective bargaining for platforms is consistent with the industrial relations model and the system of collective bargaining in place in the respective country. Poland illustrates the fact that a weak collective bargaining model does not provide the best context for the development of collective bargaining for platforms. At the opposite end of the spectrum are Austria and Spain, where it has been shown that with a stable model of collective bargaining, better collective bargaining in the platform economy is more likely to take root. France is also an example of this, although the French legislature has decided that, in the case of delivery and ride-hailing platform workers, its traditional system of collective bargaining should not apply. Rather, a newly implemented system designed to provide coverage for the collective bargaining of self-employed workers should be applied. In this sense, collective bargaining for platform workers in France cannot be considered to be inconsistent with the model intended by its legislature. Finally, the absence of collective agreements on platforms

in Belgium is consistent with the prevalence of sectoral collective agreements and negotiators' strategies to include platform workers within their scope.

3.2 Mapping collective bargaining for delivery and transport platforms in the 5 countries covered in the report

As indicated above, in two of the five countries included in the GDPoweR project there are no collective agreements for delivery and ride-hailing platforms (Belgium and Poland); in two other countries, there are collective agreements for delivery and ride-hailing platforms that apply only to employees (Austria and Spain); and in one of the countries, there are collective agreements that apply exclusively to self-employed workers of delivery and ride-hailing platforms (France). The most notable contents of these collective agreements will be analysed below, but first it behoves us to consider some aspects regarding those countries in which no collective agreements exist.

As it was already explained, in Belgium there are no collective agreements for platforms, but there has been one experience with collective bargaining between the UBT-FGTB union and Uber, which resulted in a memorandum of understanding whereby both parties undertake to work together in order to improve the working conditions of this platform's drivers (*ut supra*).

In Poland, the situation is somewhat different. The reasons for the absence of collective agreements for delivery and ride-hailing platforms are, to some extent, inherent in the country's collective bargaining model and in the specific characteristics of platform work there. In this country, both employees and the self-employed enjoy the right to organise and the right to collective bargaining. However, it seems that trade unions are unsure how to approach collective bargaining for both types of workers. This may explain why Polish trade unions believe that public pressure on platforms could be a more effective means of defending workers' interests than collective bargaining (Kowalik, Prusak and Szymczak 2025), although, as explained above, this is a predominant feature of strategies for defending platform workers worldwide (*ut supra*). Moreover, the fact that platforms operate through intermediary companies weakens the prospects for developing collective bargaining (Kowalik, Prusak and Szymczak 2025). In such situations, there is a disconnect between the entity that truly exercises the power of management and control over the workers – which is the platform, through its algorithms and its ability to deactivate accounts – and the business owner that hires the workers but does not exercise any true power of management and control. Consequently, even if collective bargaining with intermediary companies could be developed, given that the majority of their workers are employees, it would in any event be inefficient, since negotiations would be taking place with the company that does not hold the actual power of management and control over the workers (Kowalik, Prusak and Szymczak 2025).

Notwithstanding, it should be noted that even though collective bargaining in Spain and Austria also only applies to employees and where ride-hailing platforms also operate through intermediary companies, collective bargaining has developed. Thus, for the development of collective bargaining in the platform economy, perhaps the bargaining culture of the social partners in each country is more relevant than the legal framework or the operational model of the corresponding companies.

Austria and Spain share a similar pattern in how collective bargaining is conducted for ride-hailing platforms. As explained above, platforms in both countries hire workers through intermediary companies (although in Austria they also hire self-employed workers directly, to whom collective agreements do not apply in any case). This means that collective bargaining – which in both countries

takes place at the sectoral level – is not, strictly speaking, collective bargaining for platforms, rather it is traditional collective bargaining for passenger transport companies. Even so, given that these collective agreements apply to employees who provide their services through ride-hailing platforms, we deem this to be collective bargaining for platforms. In those agreements, there is no mention of the practices of personal data collection or of the use of algorithms or artificial intelligence systems for the assignment of tasks, for the evaluation of performance or for the monitoring and control of the workers' behaviour (Geyer, Bilitza and Danaj 2025; Rodríguez Fernández et al. 2025). As noted in the explanation for the absence of collective bargaining in Poland, such practices are inherent in the platforms through which the workers of intermediary companies operate, but not in the intermediary companies themselves. Therefore, the collective agreements that cover intermediary companies do not in any way regulate these aspects. This means that a crucial part of platform work – namely, the collection of personal data and the algorithmic management of work – falls outside the scope of collective bargaining, precisely because such operations are not carried out by the intermediary companies included in the collective agreements.

In Austria, there is a collective agreement for taxi drivers (*Kollektivvertrag Beförderungsgewerbe und Taxi*),[82] which applies to employees hired by intermediary companies operating through the use of the Uber and Bolt platforms (Geyer, Bilitza and Danaj 2025). This collective agreement was signed by the vida union and the Trade Association for the Transport Industry with Passenger Cars (*Fachverband für die Beförderungsgewerbe mit Personenkraftwagen*) of the WKO. As it was previously stated, this agreement does not contain provisions relating to the capture of personal data or the use of algorithms or artificial intelligence systems in work management. Instead, its focus is on the working time, rest periods and wages of workers. One notable point regarding wages is that, since this is a collective agreement for employees, they receive a monthly minimum wage that does not depend on the number of rides they complete through the platform or on the revenue that those rides generate for the platform (Geyer, Bilitza and Danaj 2025). Specifically, the minimum monthly wage for these workers is €2,000 as of 1 January 2025 (for more see Box 1).

Box 1: Main provisions of the sectorial agreement for taxi drivers in Austria

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

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

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

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

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

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

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

Rest break: The daily unpaid rest break is
- at least 30 minutes for a daily working time of six to nine hours,

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

- at least 45 minutes for a daily working time of more than nine hours
and must be taken after six hours at the latest.

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

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

Weekly rest period: The weekly rest period is based on §§ 2 to 5 or § 19 of the Labour Rest Act and is 36 hours. The weekly rest period can be calculated within a calculation period of 26 weeks. The weekly rest period can be less than 36 hours in individual weeks of the calculation period or can be cancelled entirely if the average weekly rest period in the calculation period is at least 36 hours. Only rest periods of at least 24 hours may be used to calculate whether an average weekly rest period of 36 hours has been observed.

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

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

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

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

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

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

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

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

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

Source: Geyer, Bilitza and Danaj 2025, 30-31.

In Spain, there are several sectoral collective agreements for VTC (Vehicle for Hire with Driver) companies, which are the intermediary firms that hire employees to provide their services through the Uber and Cabify platforms. However, according to the country report, all these agreements follow a common model or pattern, such that their content is practically identical (Rodríguez Fernández et al. 2025). As previously noted, none of these agreements address issues related to the collection of workers' personal data or the use of algorithms or artificial intelligence systems for work management – elements that are central to the operation of platform work. Yet, in the collective agreements for Spanish VTC companies, we do find traces of the fact that the workers provide their services through ride-hailing platforms, despite being formally employed by intermediary companies. In fact, as it is shown in Box 2, these collective agreements define the figure of the application (app) worker; they specify how the effective working time of such workers should be calculated; they establish specific

wage supplements for them, which seek to reduce the high labour turnover in the sector and remedy deficiencies in service quality; and they set out the penalties that are imposed if workers reject the services proposed by the platforms. On the other hand, and as in the collective agreement for taxi drivers in Austria, these collective bargaining agreements focus primarily on working time and rest periods (it is notable that, while respecting the statutory rest periods, these agreements grant app drivers full autonomy to arrange their working hours), as well as on the wages that workers must receive. Regarding wages, since the workers of intermediary companies are hired as employees, they are entitled to receive at least the Spanish statutory minimum wage, which in 2025 amounts to €1,184 per month, paid in 14 payments.

Box 2: Main provisions of the collective bargaining agreements of VTC companies (intermediary companies for ride-hailing platforms) in Spain

These provisions refer to the First Collective Agreement for Passenger Transport by Hired Vehicles with a VTC License for the Autonomous Region of Andalucía (2024-2027).[83]

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.

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).

Specific wage supplements for app workers. To reduce the high rate of turnover of workers in the sector of VTC companies acting as intermediaries for platforms, Article 25.f regulates a "seniority bonus", which is received by app workers who "exceed or have exceeded three months of providing service at the same company or in companies of the same group". The amount of this seniority bonus is doubled when workers "exceed six months of service". Furthermore, since VTC intermediary companies for ride-hailing platforms consider the service provided by workers to be of "low quality," Article 25.g establishes the so-called "quality bonus". Workers will receive this bonus "whenever, in the immediately preceding quarter, they have completed their annual working time […] calculated on a daily basis of 8 hours" and they fulfil one of the following two conditions: (i) "they have not been responsible for more than one serious traffic accident with the company vehicle", or (ii) "they do not have a service cancellation rate above 4%, whenever it is their exclusive responsibility".

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 to accept a service seven or more times in a month by a platform driver" is considered a very serious offence" (Article 39.3.l).

Source: own preparation

Even though both Austria and Spain have collective agreements for delivery platforms, they differ with respect to the level at which these agreements have been negotiated: in Austria, the collective agreement for delivery platform workers was negotiated at the sectoral level; in Spain, there are two collective agreements at a single delivery platform, Just Eat. However, as we will see below, it is true

[83] Available at https://www.juntadeandalucia.es/boja/2025/26/BOJA25-026-00024-1549-01_00315158.pdf

that in Austria there was also a company-level agreement at one delivery platform (Foodora), under sections 96 and 96a of the Labour Constitution Act (*Arbeitsverfassungsgesetz-ArbVG*), but this agreement has expired and has not been renegotiated, wherefore it no longer exists (Geyer, Bilitza and Danaj 2025).

In Austria, the Collective Agreement for Bicycle Couriers (*Kollektivvertrag Fahrradboten*)[84] was signed by the vida union and the Trade Association for the Austrian Freight Transportation Industry (*Fachverband für das Güterbeförderungsgewerbe*) of the WKO. This collective agreement entered into force in 2020 and has a structure similar to the collective agreement negotiated for taxi drivers. As in this latter case, there is no reference to aspects pertaining the collection of workers' personal data or the use of algorithms or artificial intelligence systems for the assignment of tasks, the evaluation of performance or the monitoring and control of couriers' behaviour. As it is shown in Box 3, the collective agreement focuses on the regulation of working time, rest periods, worker wages and compensation for the use of bicycles or phones owned by the workers to perform their tasks (Geyer, Bilitza and Danaj 2025).

Nevertheless, two aspects of the Collective Agreement for Bicycle Couriers must be underscored. The first is that, since the agreement applies only to employees of delivery platforms, its actual scope is very limited, given that the majority of the workers on these platforms are hired as "free service providers", to whom the agreement does not apply (Geyer, Bilitza and Danaj 2025). The second aspect relates to how this collective agreement is silent on core issues of platform work, such as the collection of personal data and the use of algorithms or artificial intelligence systems for work management. While not addressing these aspects in the collective agreement for taxi drivers could be justified – insofar as that agreement concerns intermediary companies and not the platforms themselves, which are the entities that use the algorithms or artificial intelligence systems – in the collective agreement for bicycle couriers, not including such aspects is far less justifiable, given that this agreement applies directly to delivery platforms.

The truth is that in all "first-generation" collective agreements for platform workers, the main contents have focused on working time, wages and compensation for the use of a worker's own equipment, with barely any reference to the subjects of data and algorithms (Rodríguez Fernández 2022). In Austria, this is arguably due to the fact that, as explained above, these matters are at the core of the agreements with the work councils regulated in sections 91, 96 and 96a of the Labour Constitution Act (*Arbeitsverfassungsgesetz-ArbVG*), and therefore the regulation of such matters is left to those agreements. As it was already noted, this seems to be the ÖGB's strategy (*ut supra*). In fact, the only agreement of this nature, at the delivery platform Foodora in 2020 (now expired), had the following purposes: (i) definition of the types of personal data that could be processed; (ii) determination of the purposes for which personal data were processed; (iii) establishment of the permissible methods for evaluating performance and monitoring workers through telematic means; and (iv) providing sufficient information on these matters to the work council so that it could verify compliance with the preceding provisions (Geyer, Bilitza and Danaj 2025).

84 Available at https://www.wko.at/kollektivvertrag/kollektivvertrag-fahrradboten-2023

Box 3: Main provisions of the sectoral agreement for food delivery riders in Austria

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

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

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

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

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

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

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

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

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

Rest days
a) All employees shall be granted an uninterrupted rest period of 11 hours after the end of the daily working time.
b) The employee is entitled to an uninterrupted rest period of 36 hours in each calendar week.

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

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

Salary and allowances
- Hourly wage: €10
- Weekly wage: €400
- Monthly wage: €1730

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

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

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

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

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

Source: Geyer, Bilitza and Danaj 2025, 26-27.

Unlike what has occurred in Austria, in Spain the two collective agreements concluded for the Just Eat delivery platform have the central objectives of regulating the collection of workers' data and

regulating transparency in the use of algorithms and artificial intelligence systems for work management. The first of these collective agreements was signed on 17 December 2021 between the unions, CCOO and UGT, and Just Eat;[85] whereas the second collective agreement was signed on 14 January 2025 between the unions, CCOO, UGT and the Federation of Independent Retail Workers (FETICO), and that platform.[86] Like all "first-generation" collective bargaining agreements for platforms, these agreements regulate working time, rest periods, worker wages and compensation for the use of equipment owned by the workers to perform their tasks, but, as shown in Box 4, their focus is also on the regulation of data and algorithms, which are core elements of platform work. Three other considerations about these collective agreements should be highlighted. Firstly, as with the Austrian collective agreement for bicycle couriers, these agreements apply only to employees. And in Spain, the great majority of Just Eat's delivery platform workers are employees, wherefore the scope of these agreements is much more extensive than the one in Austria. Secondly, despite the considerable importance of the provisions in Just Eat's collective agreements regarding data and algorithms, these provisions have not yet been put into practice. Consequently, for the moment, it could be said that these important provisions are not worth the paper they were written on. Finally, as it is indicated in the country report, these agreements are considered by the Just Eat delivery platform to be transitional collective agreements that pave the way towards a sector-wide collective agreement for delivery platforms. Nevertheless, the bitter conflict between Just Eat and Glovo over unfair competition does not appear to provide the best context for the possibility of such a sectoral agreement (Rodríguez Fernández et al. 2025).

Box 4: Main provisions of the collective agreements of the Just Eat delivery platform in Spain

All the provisions refer to the collective agreement of 17 December 2021, which were extended by the collective agreement of 14 January 2025.

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.

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).

Delivery workers are entitled to a **weekly rest** period of 2 uninterrupted days, although 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).

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).

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).

85 Available at https://www.ccoo-servicios.es/archivos/Acuerdo%20Sindicatos%20JUST%20EAT(1).pdf
86 Available at https://www.ccoo-servicios.es/acuerdos/html/61644.html

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]".

Source: Rodríguez Fernández et al. 2025, 29-30.

Collective bargaining for delivery and ride-hailing platforms in France is completely different from that which has taken place in Austria and Spain. As it was already explained, in France an institution has been created (the ARPE), as well as a model of collective bargaining – which is actually called social dialogue as opposed to collective bargaining – that is specific for self-employed workers of both types of platforms (*ut supra*). In accordance with this institutional framework, ten collective agreements have been signed, the most relevant points of which will be explained below, but first, three key aspects of this collective bargaining should be highlighted.

Firstly, unlike what we observed in the collective agreements of Austria and Spain, where working time occupies a central place within the content of those agreements, none of the French collective agreements regulate this subject. This is probably due to another essential difference between the collective agreements in Austria and Spain and those in France: while the former apply to employees, the latter apply to self-employed workers who, by definition, are free to decide how much time they work. Thus, French collective agreements do not place any restriction on that freedom. Secondly, unlike what has happened in Austria and Spain, none of the collective agreements reached in France for delivery and ride-hailing platforms have been signed by the CGT and the FO, two of the country's most important and representative trade unions. To a certain extent, this reflects these unions' rejection of the collective bargaining model devised in France for self-employed workers in the sector, a model that is inspired by but clearly separate from the model that has been applied to employees (Srnec, Cornet and Moreau Avila 2025). The third aspect concerns the content of the agreements. With minimal exception, none of the agreements regulate the elements of worker data collection or the use of algorithms and artificial intelligence systems for work management, even though those agreements all refer to platforms, the operation of which depends on both of those elements, as we know. In this respect, French collective agreements follow the line of those that have been reached in Austria and partially follow those reached in Spain. The minimal exception is found in the collective agreement that we will look at below for ride-hailing platforms (signed on 19 September 2023), which is focused on establishing rules regarding the deactivation or termination of the commercial relationship with drivers and introduces the obligation for platforms to inform workers about: (i) the impact of cancellation rates or customer ratings on the price of rides; (ii) the terms and conditions according to which rides are offered to drivers; and (iii) the terms and conditions for setting the prices of rides. However, this does not in any way mean that workers have the right to know how the algorithms used by platforms operate (Srnec, Cornet and Moreau Avila 2025).

Apart from the preceding, the French collective agreements place their focus on subjects that are somewhat different from those that are the focus of the collective agreements in Austria and Spain. Given that the French model of collective bargaining is different from the one that exists for employees, the initial collective agreements have sought to define some of the **rules that apply to this new collective bargaining**. This is the case of the collective agreement for delivery platform workers,[87] signed on 20 April 2023 by the API on behalf of the platforms and by UNION-Indépendants and the Fédération Nationale des auto-entrepreneurs et micro-entrepreneurs (FNAE)[88] on behalf of the workers (approved by the ARPE on 31 July 2023). The same applies to the collective agreement for ride-hailing platform workers,[89] signed on 18 January 2023 by the API and the Fédération Française du Transport de Personnes sur Réservation (FFTPR) on behalf of the platforms and by the Association des VTC de France (AVF),[90] UNION-Indépendants, the FNAE and Union Nationale des Syndicats Autonomes (UNSA)[91] on behalf of the workers (approved by the ARPE on 31 July 2023) (Srnec, Cornet and Moreau Avila 2025). The content of both collective agreements is identical and essentially consists in the following: (i) establishing rules on the composition and functioning of the negotiating committees of the agreements; (ii) determining the financial compensation that worker representatives receive for their participation in the negotiations; and (iii) defining the rules on the confidentiality obligations of worker representatives regarding the documents/information provided by the companies (Srnec, Cornet and Moreau Avila 2025).

In France, there are also two **collective agreements that address deactivation or termination of the commercial relationship between workers and platforms.** It is well known that the suspension or deactivation of an account without notice or justification is one of the most serious problems faced by platform workers worldwide (Rodríguez 2025). In those countries or on those platforms where workers are classified as employees, the problem is solved by simply applying to platform workers the rules that are established for the dismissal of employees. However, in those countries or on the platforms where platform workers are classified as self-employed workers, the problem is indeed serious, given that there is no safeguard against a platform's arbitrary decision to suspend or terminate its commercial relationship with these workers. In France, this important issue is tackled in two collective agreements. The first is the collective agreement for delivery platform workers of 20 April 2023,[92] signed by the API on behalf of the platforms and by UNION-Indépendants and the FNAE on behalf of the workers (approved by the ARPE on 10 July 2023). The second is the agreement for ride-hailing platform workers of 19 September 2023,[93] signed by the API and the FFTPR on behalf of the platforms and by the FNAE, the CFDT, the UNAS, the AVF and UNION-Indépendants on behalf of the workers (approved by the ARPE on 13 November 2023).

Both collective agreements establish rules regarding suspension or termination of the commercial relationship between workers and platforms, inspired by the general rules that apply to the dismissal of employees, although the rules in the agreements provide a much lower level of protection (Srnec, Cornet and Moreau Avila 2025). Briefly, these rules are the following: (i) the decision to deactivate an account must be reviewed by a human in all cases, which is clearly in line with the PWD, given that it prohibits dismissal decisions from being made automatically; (ii) platforms must provide

87 Available at https://www.arpe.gouv.fr/wp-content/uploads/2023/05/Accord-methode-20.04.2023.pdf
88 See https://fnae.fr/fnae-syndicat-auto-entrepeneurs-et-micro-entrepreneurs/
89 Available at https://www.arpe.gouv.fr/wp-content/uploads/2023/02/Accord-de-methode-du-18-janvier-2022-.pdf
90 See https://www.avf-org.com
91 See https://www.unsa.org
92 Available at https://www.arpe.gouv.fr/wp-content/uploads/2023/05/Accord-Desactivations-20.04.2023.pdf
93 Available al https://www.arpe.gouv.fr/wp-content/uploads/2023/09/Accord-transparence-et-desactivation-secteur-VTC.pdf

workers with information on the conditions according to which accounts will be suspended or deactivated; (iii) the reasons why accounts can be suspended or deactivated are specified, including account sharing, which, as it is well known, is one of the most recurrent problems in platform work, particularly with respect to undocumented migrant workers who share accounts with workers who have the required documentation to work in a country; (iv) the procedure that the platform must follow to suspend or deactivate an account is established, which includes prior notice to the worker; (v) workers are allowed to appeal the suspension or deactivation of an account, although the decision in this regard remains at the discretion of the platform; and (vi) financial compensation for work is established in cases of unjustified deactivation (Srnec, Cornet and Moreau Avila 2025).

As in the collective agreements of Austria and Spain that were examined earlier, in which wage determination is a central issue, the collective agreements in France address **the minimum income that self-employed workers on delivery and ride-hailing platforms must receive.** In the case of ride-hailing platforms, three collective agreements have been signed. The first is from 18 January 2023[94] (approved by the ARPE on 17 March 2023), the second is dated 19 December 2023[95] (approved by the ARPE on 19 March 2024) and the third was signed on 2 April 2024[96] (approved by the ARPE on 25 June 2024). They were all negotiated by the API and the FFTRP on behalf of the platforms and by the AVF, the FNAE, the CFDT and the UNSA on behalf of the workers. The first established a minimum per-ride income of 9 euros, without considering the number of kilometres involved or the higher or lower costs of the vehicle used by the driver. The most recent agreement has set a minimum hourly income of 30 euros, plus 1 euro guaranteed per kilometre travelled per ride (Srnec, Cornet and Moreau Avila 2025). Regarding delivery platforms, a collective agreement was signed on 20 April 2023[97] by the API and the FNAE (approved by the ARPE on 28 August 2023). This agreement sets a minimum hourly income of 11.74 euros, although the connection time to the platform while waiting to receive an order is not included within that hour (Srnec, Cornet and Moreau Avila 2025).

Finally, there are two collective agreements that – as it happens with the agreements concerning the rules of collective bargaining or the rules that apply to deactivation or termination of the commercial relationship between a worker and a platform – diverge from the contents included in the collective agreements for platform workers in Austria and Spain. The first of these agreements was signed on 19 December 2023 by the API on behalf of the ride-hailing platforms and by the AVF and the CFDT on behalf of the workers. This agreement sought to **increase drivers' freedom in choosing the rides they accept** by allowing them to set filters in the application so that they would only be offered rides matching their chosen price per kilometre. The ARPE has not approved the agreement[98] due to considering that it could be contrary to free competition (Srnec, Cornet and Moreau Avila 2025). In the delivery platform sector, a collective agreement was signed on 7 July 2024[99] (approved by the ARPE on 26 July 2024), with the aim of **preventing any form of discrimination against workers**.

94 Available at https://www.arpe.gouv.fr/wp-content/uploads/2023/02/Accord-sur-le-revenu-minimal-du-18-janvier-2022.pdf
95 Available at https://www.arpe.gouv.fr/wp-content/uploads/2024/02/Accord-revenu-minimal-horaire-et-euro-kilometrique-19-Decembre-2023.pdf
96 Available at https://www.arpe.gouv.fr/wp-content/uploads/2024/05/02-04-24-Avenant-montant-revenu-minimal-par-course-secteur-VTC_.pdf
97 Available at https://www.arpe.gouv.fr/wp-content/uploads/2023/07/Accord-garantie-minimale-revenus-les-livreurs.pdf
98 See https://www.arpe.gouv.fr/actualites/avis-de-lautorite-de-la-concurrence-sur-laccord-collectif-du-19-decembre-2023-dans-le-secteur-vtc/
99 Available at https://www.arpe.gouv.fr/wp-content/uploads/2024/06/Accord-visant-a-lutter-contre-toute-forme-de-discrimination-sur-les-plateformes-de-mise-en-relation.pdf

The signatories of this collective agreement were the API on behalf of the platforms and the FNAE, UNION-Indépendants and SUD Commerces on behalf of the workers.[100] To prevent discrimination, the agreement establishes a discrimination observatory for conducting studies to better understand the forms of discrimination that are faced by platform workers. And to combat discrimination, the agreement sets up an alert system, and the platform is prohibited from penalizing those who report discrimination (Srnec, Cornet and Moreau Avila 2025).

Table 5: Main collective agreements for delivery and ride-hailing platform workers in the countries included in GDPoweR

Austria	▪ Kollektivvertrag Personenbeförderungsgewerbe mit PKW (Taxi) ▪ Kollektivvertrag Fahrradboten
Spain	▪ I Convenio Colectivo de ámbito autonómico de Andalucía del Sector de Transporte de Pasajeros en Vehículo de Turismo mediante Arrendamiento con Licencia VTC ▪ Acuerdo colectivo de Just Eat de 17 de diciembre de 2021 ▪ Acuerdo colectivo de Just Eat de 14 de enero de 2024
France	▪ Accord collectif de méthode sur l'organisation des négotiations collectives dans le secteur de la livraison de marchandises au moyen d'un véhicule à deux ou trois roues, motorisé ou non ▪ Accord du 18 janvier 2023 relatif à la méthode et aux moyens de la négociation dans le secteur des plateformes VTC ▪ Accord endadrant les modalités de ruptura des relations comerciales entre les travailleurs indépendants et les plateformes de mise en relation ▪ Accord du 19 septembre 2023 relatif à la transparence du fonctionnement des centrales de réservation de VTC et aux conditions de suspension et résiliation des services de mise en relation ▪ Accor du 18 janvier 2023 créant un revenu minimal par course dansle secteur des plateformes VTC ▪ Accord du 19 décembre 2023 pour l'amélioration des reveneus des chauffeurs VTC indépendants ayant recours à une plateforme de mise en relation ▪ Avenant du 02 avril 2024 à l'accord du 18 janvier 2023 créant un revenu minimal par course dans le secteur des plateformes VTC ▪ Accord instaurant une garantie minimale de revenus pour les livreurs indépendants utilisant une plateforme de mise en relation ▪ Accord visant à lutter contre toute forme de discrimination sur les plateformes de mise en relation

Source: own summary based on GDPoweR Country reports.

3.3 Conclusions on collective agreements for delivery and ride-hailing platforms

In view of the preceding, the following conclusions can be drawn. The first is that, apart from the two collective agreements at the Just Eat delivery platform in Spain and apart from the now-defunct agreement at the Foodora delivery platform in Austria, the collective agreements under analysis do not regulate core aspects of platform work, such as everything related to the personal data that platforms collect from their workers and the use of algorithms and artificial intelligence systems for work management. And this happens both in the collective bargaining with intermediary companies – where the lack of regulation could be justified by the fact that they are not the companies that operate through data and algorithms, rather it is the platforms that do – and in the collective bargaining with platforms, in which the absence of regulation on such matters is far less justifiable, given that data and algorithms are the key elements of work management on platforms. On labour platforms, including delivery and ride-hailing platforms, management power is exercised through the use of the personal data of workers (and of customers) and through the use of algorithms and artificial intelligence systems for the assignment of work, for the evaluation of performance and for the monitoring and control of workers. To the extent that collective bargaining for platforms does not

100 See https://sudcommerce.org

cover these aspects, the exercise of management power is at the exclusive discretion of these companies. It is therefore essential that collective bargaining for platforms begin to include these issues, given that the function of the institution of collective bargaining, right from its very inception, has been to place limits on the exercise of management power, which today is being exercised through the use of data and algorithms. And labour platforms are not the only companies doing it. That is why Article 25 of the PWD appears to be of vital importance, given that it calls upon all Member States of the European Union to promote collective bargaining on platforms, particularly regarding two aspects: the correct classification of workers and the algorithmic management of work. In line with this provision, we may soon begin to see the emergence of collective agreements that regulate both aspects in the countries that are included in GDPoweR.

On the other hand, the classic contents of collective bargaining, such as working time and wages, are also unquestionably present in the first collective agreements for platform workers in Austria and Spain. Even in France, where there is a clearly different model of collective bargaining for platforms, minimum income for workers is one of the central elements of its collective agreements. It should also be pointed out that in Austria and Spain, the collective agreements for platform workers have been signed by the traditional trade unions, wherefore it seems that these unions are assuming the protection of worker interests in these new forms of employment that have arisen in the wake of digitization. Furthermore, in both countries, the collective bargaining that has taken place on platforms only covers employees and does not cover self-employed workers or intermediate categories such as Austria's "free service providers". The effectiveness of collective agreements is consequently limited, to the extent that they apply only to a small percentage of platform workers, but not to all of them, as is the case in Austria. This situation could be remedied either by correctly classifying platform workers as employees, which will be helped by the transposition of the PWD and its provisions on the presumption of the existence of an employment contract, or by extending collective bargaining to the self-employed. While this does not appear to be among the strategies of traditional unions in the countries included in GDPoweR, at least from a legal perspective the approval in 2022 of the Guidelines on the application of Union competition law to collective agreements regarding the working conditions of solo self-employed persons fully allows for the development of this kind of negotiation.

Finally, even though the model of collective bargaining in France is different because it refers only to self-employed workers and because it is mediated by the public administration and is partially rejected by traditional unions, the collective agreements in France for delivery and ride-hailing platform workers do include some particularly relevant content for platform workers. The establishment of rules related to account suspension or deactivation, which we have analysed in some of the collective agreements of France, and the prevention and sanctioning of the discrimination sometimes suffered by platform workers represent solutions to serious problems in this type of work, which we have not found in the collective agreements of the other countries included in GDPoweR.

4. Platforms' use of worker data and its effects

In addition to exploring collective bargaining dynamics, the second focus of the GDPoweR project was to explore what data platform companies collect about workers and how they use it, to understand if platform workers are aware of the platforms' use of their data, and to analyse how such practices affect them. To this end, researchers supported workers in making subject access and data transportability requests based on articles 15 and 20 GDPR and requests regarding information on automated decision-making based on article 22 GDPR to platform companies to receive copies of and information on their personal data processed by those companies. The data provided by the platforms was then analysed and discussed by the research teams with the workers to answer the aforementioned questions.

This process, however, was not without problems as workers faced several challenges with respect to exercising their GDPR rights. Therefore, this chapter first describes the request procedures and the associated challenges before outlining platforms' processing of worker data and how this influences worker wellbeing.

4.1 Data collection and analysis and workers' challenges in exercising GDPR rights

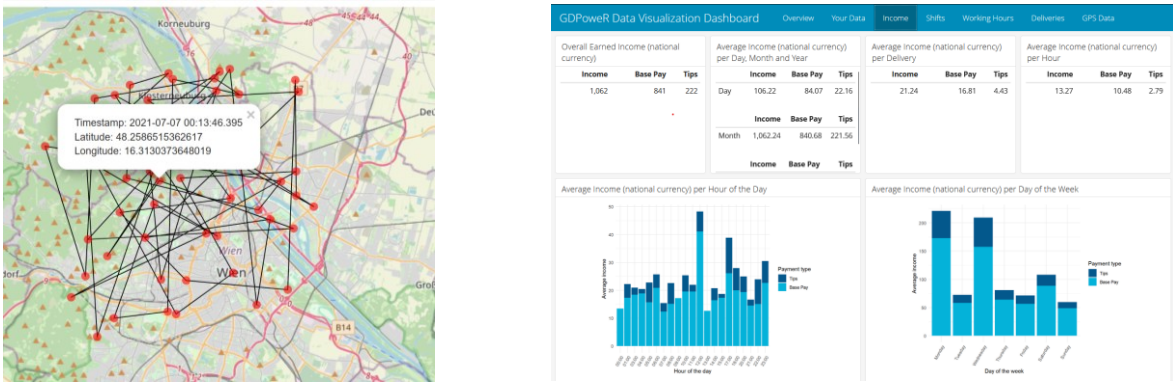
To inform platform workers about their GDPR rights and to empower them to use these rights to learn about platform companies' use of their personal data, GDPoweR researchers organised data recovery workshops for on-location platform workers in the food-delivery and ride-hailing industries in the five countries covered by the project.

At these events, often hosted jointly with trade unions or grassroots activists, platform workers were informed about their rights under the General Data Protection Regulation (GDPR) and provided with templates to request a copy of their personal data and information on algorithmic management practices they may be subject to from the platform(s) they work for based on articles 15, 20 and 22 GDPR. The templates were standardised across all countries and formulated to be as encompassing as possible to cover all and any personal data processed by the platforms (see Geyer and Gillis 2024). Interested participants were supported in submitting the requests at the event or provided the necessary materials to do so on their own later. Additional workers were contacted and informed about their GDPR rights via social media (Facebook, LinkedIn) and through trade unions and activists cooperating with the researchers. Furthermore, all contacted workers were informed about the opportunity to later donate their recovered information to the national research teams for analysis.

Donated datasets were analysed by the researchers. Where necessary, the data was transformed into user-friendly formats like excel spreadsheets. Furthermore, where available location data was visualised in the form of interactive maps (left), and information on income and working time was

summarised in the form of charts and summary statistics (right) using code developed as part of the GDPoweR project.[101]

Figure 2: Visualisation of worker's location data and summary statistics of worker's income



Source: Screenshots from a GDPoweR Data Visualisation Dashboard created with randomly generated data

Workers who had donated their data were invited to sense-making workshops where researchers and participants jointly analysed the raw and visualised data. The events lasted about two hours with the first part consisting of a joint analysis of one example dataset from each platform from which workers were present, and the second part dedicated to each worker's analysis of their own data on a laptop or computer. Throughout the events, participants and researchers were able to ask each-other questions and to share and validate their interpretations of the data. A particular focus during the sense-making workshops was put on exploring potentially sensitive information like geolocation data or performance assessments.

Directly following the sense-making workshops, focus groups were organised with the same participants to discuss their views and experiences regarding platforms' use of their data and the data recovery process using GDPR requests. The groups followed a common structure covering questions on workers' motivations for and experiences with GDPR requests, their awareness of platforms' collection and use of their data, the effects of these practices on them, whether they see the need for additional regulations, and their perspective on trade unions.

In Austria, one data recovery workshop was organised for food-delivery riders and one for taxi drivers in Vienna. The first workshop was set-up jointly with the trade union supported activist group RidersCollective at their premises and scheduled to coincide with the group's regular monthly social event "spill it" where riders meet, eat, have drinks and socialise. Around 30 riders participated and at least 16 submitted GDPR requests. Ten datasets were received and five riders joined both the sense-making workshop and the subsequent focus group. The workshop for taxi drivers was co-organised with the trade union vida at its headquarters. The event was promoted by the union and the researchers through various channels (Facebook advertisement, mailing lists, personal contacts with well-connected drivers ("multipliers")). Despite these efforts, only four individuals registered, and one attended in person. Additional drivers were provided personalised step-by-step instructions on how to submit GDPR requests, but it is unclear if anyone did. No datasets were donated. Therefore, the focus group was conducted with three taxi drivers who had not requested or received copies of their personal data.

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

In Belgium, one workshop was organised at the headquarters of the trade union ACV-CSC and another at La Maison des Livreurs – an activist group for food delivery couriers. Both locations are in Brussels. A total of nine workers attended, all of which submitted requests and donated their data. One focus group was conducted with four workers – one driver and three couriers.

The French team co-organised data recovery workshops with the trade union Force Ouvrière (FO, the delivery rider cooperative CoopCycle, and the rider collectives Maison de Livreurs (Paris) and Maison des couriers (Bordeaux). To help workers understand why submitting GDPR requests can be useful for them, the researchers with their trade union partners produced short videos and organised information meetings. 24 drivers participated in two data recovery workshops and additional workers were contacted and informed about the opportunity to request and donated their data by trade unionists cooperating with the researchers. Donations for the ride-hailing sector exceeded those from other countries with 61 Uber drivers and 8 Bolt drivers successfully requesting and donating their data. Of those, 9 participated in a subsequent sense-making workshop and focus group. Six datasets were donated by from food-delivery riders.

In the Polish case, the data recovery workshops were organised as one-on-one online sessions. Of 18 individuals who registered, 14 attended and 12 requested their data. Of those 12, nine donated their data to the research team and only three participated in the sense-making workshop and the focus group. One person declined to join the events because the dataset they had received was so limited that they did not consider it worthwhile to explore it further.

In Spain, in addition to data recovery workshops, contacts were made with some platforms and trade unions representing the transport sector, to request their collaboration in the process of requesting data. Workers willing to submit GDPR requests were sent the necessary templates and information materials. After initial attempts to support workers in this manner to make the requests themselves were unsuccessful, the Spanish research team decided to centralise the process by first collecting workers' requests and then, with their authorisation, submit the requests to the platform companies. Several rounds of worker recruitment and request submissions were conducted. In addition to reaching out to workers through trade unions, researchers used posts on the social media platforms Facebook and X to inform workers about the possibility of GDPR requests. In total, 23 couriers and 12 workers in the ride-hailing industry submitted requests. Eight responses were received for couriers, and two from ride-hailing platforms. A total of twenty-four people participated in the focus groups and sense-making events with drivers in Madrid, while five people took part in the equivalent events with delivery drivers in Barcelona.

Throughout the process, several challenges emerged that prevented platform workers from effectively exercising their GDPR rights namely, workers' unwillingness to submit requests, technical difficulties related to the request process, platforms' refusal or failure to respond, and poor-quality responses.

Workers' unwillingness to make GDPR requests

The first challenge was that platform workers in the food-delivery and ride-hailing sector were often unwilling to make GDPR requests. In some cases, this unwillingness was due to workers' **lack of awareness of their GDPR rights**. For example, the French report describes how even though platform companies describe – as they are obliged to – workers' GDPR rights online in their privacy policies, most workers are unaware of them (Srnec, Cornet and Moreau Avila 2025, 52). This problem was anticipated and addressed through the data recovery workshops and information materials produced within the GDPoweR project (Geyer and Gillis 2024). However, the fact that many platform workers only learned about their rights from project researchers suggests that many others,

especially harder to reach individuals like non-unionised workers and (undocumented) migrants continue to not know about them.

Other workers were aware of their rights – or learned about them during the project – but showed **no interest** in requesting copies of their data from platforms. This was for instance the case for several taxi drivers in Austria who drove for Uber or Bolt. As one Uber driver explained, his app shows him all the information he needs from the platform such as past drives and earnings as well as a heatmap with live information on where demand is currently high. Another driver shared that so many companies already have his data that one more does not matter. In either case, the drivers did not see much value in requesting a copy of their data (Geyer, Bilitza and Danaj 2025, 36). Similarly, many platform workers in Belgium were not interested in GDPR requests, to some extent because they did not know how the recovered data may benefit them (Thil et al. 2025, 46).

The most troublesome reason for not making requests was **fear of negative repercussions** by workers, evidence of which was found across all five countries and both sectors analysed. This is related to the fact that GDPR rights are personalised and, by their very nature, requests for copies or information on one's personal data cannot be anonymised. Against this background, many workers approached for this study voiced concerns that platforms will interpret data requests as a suspicious or hostile act and retaliate through account deactivation or by allocating fewer or less attractive offers. A major challenge in this regard is that most platform workers covered in the study work as self-employed or freelancers without employment protections or guaranteed income. Hence, they fear that platforms can retaliate in stealthy ways without going through the trouble of officially firing them as the following statement by a French Uber driver illustrates:

> *"… for personal reasons, I didn't want to attack Uber straight away, although I was aware of the need to request personal data. And then, just recently, I decided to do the GDPR request. And just afterwards I noticed that the level of activity had really dropped."* (Srnec, Cornet and Moreau Avila 2025, 72)

The Belgian report further suggests that the fear of deactivation and reduced business is linked to the perceived arbitrariness and intransparency of platforms' decision-making as workers interviewed described the experience of colleagues who were blocked without explanations or opportunity for appeal (Thil et al. 2025, 46). In other words, colleagues' past experiences with arbitrary deactivations increased workers' sense of vulnerability and reduced their willingness to request their data.

Furthermore, illicit behaviour and fear of discovery was a factor for some workers. In France and Brussels (Belgium), a significant number food-delivery riders are undocumented migrants without work permits who use someone else's account to earn an income (Srnec, Cornet and Moreau Avila 2025, 55; Thil et al. 2025, 46). For them, drawing any attention to their data – including employment contracts, work permits, etc. – and possibly having to prove their identity to the platform to validate the request likely constitutes a prohibitively high risk of discovery and the negative economic and legal consequences that come with it. Similarly, one Austrian worker argued that most riders are third-country nationals with limited German skills who have very few job opportunities and therefore do not want to do anything that could jeopardise their relationship with the platform (Geyer, Bilitza and Danaj 2025, 35). To a lesser extent, a similar situation appears to the be case in the Austrian taxi industry, where drivers are afraid data requests may draw attention to past undeclared work as the following exchange shows:

> Driver 1: "*There are drivers who officially work 20-30 hours per week, but in fact drive for 50-60 [hours]. They are scared; they don't want to share their data*."

Researcher: "*You mean they are scared that the data shows that they work more than they officially do?*"

Driver 1: "*Correct*."

Driver 3: "*People are just incredibly overcautious. There are many who are very overcautious. They probably think that if the tax office comes to Uber, they [Uber]'ll say, "No, he always requests his data, he knows that anyway." And then the tax office says, 'He said he never notices when he drives longer hours because it's so much fun that he doesn't even notice that he's already driven 10 hours longer this week. But if they [Uber] gave him the data, then he knows it in writing or something like that. So, there are the wildest paranoia stories. That's just how it is in this industry.*" (Geyer, Bilitza and Danaj 2025, 37)

In the Polish case, only one platform worker explicitly declined to request their data for fear of repercussions (Kowalik, Prusak and Szymczak 2025, 7). However, it is possible that this comparatively low number is at least partially related to the different recruitment approach pursued by the Polish team – contacting individual workers through social media rather than organising in-person group events with unions and/or worker activists – as those afraid of requesting their data did not respond to social media messages in the first place.

Workers' fears of retaliation, too, were anticipated in the research design (Geyer, Kayran and Danaj 2024). Where researchers found few individuals willing to request copies of their data, efforts were made to deliberately target individuals who enjoyed some form of employment protection like works council members, as well as individuals who recently quit their jobs or planed on doing so in the near future. Among this group, more (former) platform workers requested and donated their data, again indicating that fear of retaliation is an important factor hindering the exercise of GDPR rights.

It is difficult to estimate the number of platform workers afraid to exercise their GDPR rights. Furthermore, it is important to note that no research team found any direct evidence of platforms retaliating in any way against workers for exercising those rights. While one worker reported he observed a decline in orders following a data request, this statement must be interpreted cautiously as it represents a subjective interpretation which does not prove retaliatory intent by the platform in question. However, the fact that all research teams across the five countries encounter several workers who explicitly cited fear of retaliation as reason for not demanding copies of their data shows a clear pattern of self-censorship.

On the other hand, workers in Austria, Belgium and France who **had been blocked** or **felt otherwise mistreated** were often motivated to submit requests to fight their deactivation or collect evidence to prove their innocence. In Belgium, workers who had had their accounts deactivated accounted for most workers interested in GDPR requests (Thil et al. 2025, 46). Similarly, workers in Austria and France, who had had their accounts deactivated saw their asking for information as a way to fight the decision. For example, the French report cited the following statement of a driver who managed to have his accounted reinstated after making a GDPR request with the help of a trade union:

"*In fact, I learned [what data was] through the communications that [a trade union] makes on social networks. That in the data, in our GDPR data, we had all the information we needed to present a case to the court of justice, to seek redress, compensation from these platforms. Me, I was disconnected for a year and ten months, for a slander, and thanks [to the trade unionist], I was reconnected*." (Srnec, Cornet and Moreau Avila 2025, 53)

In the French case, the use of worker data in (legal) conflicts with platforms has been adopted by trade unionists as an explicit strategy to support workers in conflicts with platforms. As one trade unionist cited by the French report explained:

> "*[F]rom the moment we create the data for the platforms, the delivery rider must be able to control it. In other words, to know what data has been collected in relation to his activity; to keep him informed. And then; afterwards our job as trade union is to say to the rider, look at this data, actually allows you to defend yourself."* (Srnec, Cornet and Moreau Avila 2025, 71)

Explicit examples of how the data can and has been used in France include to evidence a concealed employment relationship in front of a labour tribunal or to challenge accusations of unprofessional behaviour through positive customer reviews (Srnec, Cornet and Moreau Avila 2025, 71-72). In sum, these findings show that while some workers request their data out of a general interest, others were driven by specific, often legal or financial motivations.

User difficulty in the request process

The second barrier were technical difficulties related to the request process. Many major food-delivery and ride-hailing platforms like Uber and Lieferando/Just Eat operate online portals for GDPR related requests and some like Uber also offer in-app downloads, but this option usually covers only some of the worker's personal data. Other companies like Bolt and Deliveroo ask for data access and data portability requests to be made via email to their respective data protection officer (DPO). Companies must comply with the request within 30 days (extendable by 2 more months for complex requests) and can request proof of identity before starting to process it. Even though project researchers had prepared data request templates and instructions and where and how to submit (Geyer and Gillis 2024), some workers in Belgium, Spain and France struggled to make the request.

In the Spanish case, several workers struggled to use the templates because of their limited understanding of their GDPR rights, limited time and a lack of technological devices beyond a cell phone (e.g. a laptop). Furthermore, some request forms in online portals have word count restrictions, which limit the amount of information that can be requested, or do not allow for attachments. As a consequence, the Spanish team later adopted an alternative, centralised approach. Signed request forms were first collected from the workers and then sent by the researchers to the platforms via certified mail which required the investment of (Rodríguez Fernández et al. 2025).

In Belgium, platform workers at Uber who had made requests through the company's dedicated online portal were in several cases asked via email to confirm or restate their original request. This message was sometimes misunderstood resulting in those workers' requests not being processed. Once the request was processed – in some instances after exploiting the maximum possible period of three months – one company provided the applicants with a link where to download the data which was valid only for a limited period. In one case, the worker overlooked (Thil et al. 2025, 47).

In the French case, workers struggled to draft and submit the requests on their own due their unfamiliarity with legal and formal jargon and limited information provided by the platforms on where to send the form. Once submitted, several workers experienced further challenges in their interactions with the platforms mostly related to identity verification. Some requests were refused based on the suspicion that they were made by a "third party" or due to the impossibility to verify the requester's identity. Other workers received verification requests with short deadlines and had to restart the process if they missed them. In some instances, workers were also asked to issue their

request again using an in-app communication tool which delayed the process and frustrated the requesters (Srnec, Cornet and Moreau Avila 2025, 52)

In contrast, no major problems with the request process were reported by the Polish and Austrian teams. However, workers in Austria appreciated the templates and information material provided ("You made it easy") indicating that they would not have made a request were it not for the support from the research team.

Platforms' refusal or failure to respond

Most requests were eventually processed, but there were some instances in which platforms failed or refused to respond. The starkest example is Spain where only 10 out of 32 data requests submitted were answered (Rodríguez Fernández, et al. 2025, 33). In France, as alluded to above, some workers had their requests denied due to identity verification issues or suspicion of third-party involvement (Srnec, Cornet and Moreau Avila 2025). In contrast, the Austrian and Belgium teams found no evidence of any request being denied outright or not answered at all. However, all teams reported many instances in which the responses were difficult to interpret or appeared to be incomplete.

Poor quality responses

Workers' personal data was provided in a range of ways and formats. Some companies sent the data as email attachments, others provided download links. In most cases, the data consisted of various files that were sometimes combined into a – sometimes password protected – archive like .zip or .rar to reduce their size. The requests explicitly asked for the data to be provided in machine-readable formats (Geyer and Gillis 2024). Several platforms including Uber, UberEats, Just Eat and Lieferando complied and used tabular formats like .csv and .xlsx which can be read and analysed manually and with statistical software. In the case of Wolt, data was received as .json files. This is also a widely used and machine-readable format but one that is arguably more challenging to read for individuals unfamiliar with coding because data is stored hierarchically in objects or arrays rather than in the form of tables.

In general, even when data was provided in machine-readable formats, many workers struggled to open and understand them. The Polish and French teams found that the datasets received lacked explanations or documentation necessary to help make sense of them (Srnec, Cornet and Moreau Avila 2025; Kowalik, Prusak and Szymczak 2025). The Belgium team reported that many workers struggled with opening and understanding the files due to their complexity and technical nature and both Polish and Belgian researchers highlighted most platform workers' unfamiliarity with the (advanced) data analysis skills necessary to analyse and make sense of the data (Kowalik et al., 2025; Thil et al., 2025).

In other cases, like for instance with Foodora in Austria and Glovo in Spain, however, the data was supplied as tables in one or more PDF-files (Rodríguez Fernández et al. 2025, 38, Geyer, Bilitza and Danaj 2025, 37). PDFs are not machine readable which means their data cannot be easily extracted for analysis or visualisation. Furthermore, simply reading the files can be very complicated if – as it was often the case – tables extended over several pages horizontally and tens and even hundreds of pages vertically. This makes it difficult to, for example, connect geolocation data on one page of the PDF with related information and time and date on another to trace the location and movement data captured by the platform. While it is possible to extracted tables from PDFs to machine-readable formats like excel spreadsheets, this requires specialised software (e.g. Adobe Pro, online converter

tools) or data scrapping skills (e.g. Python) and subsequent validation to ensure the process worked correctly.

In addition to challenges related to reading and making sense of the data, in many cases the workers and researchers suspect the **responses to be incomplete** and not cover all the personal data requested. There are multiple reasons for those suspicions (see also section 4.3). In the Austrian case, workers received additional data after filing complaints with the data protection authority that the responses by platforms lacked relevant information. Furthermore, several workers in interviews argued that they knew the company collected more information than it shared with them because they had had access to its internal data management systems (Geyer, Bilitza and Danaj 2025). Similarly, workers in France and Belgium questioned the completeness of the received data based on their knowledge of what kinds of information (journey and connection time, detailed payment records, customer complaints) the platforms regularly process as part of their work (Srnec, et al. 2025; Thil et al., 2025). In some cases in Spain and Poland, the data included in the response was so limited that it is difficult to believe that it represents the entirety of the worker's personal data processed by the platform (Rodríguez Fernández et al., 2025; Kowalik et al., 2025). For instance, the one Uber worker's data file in Poland lacked geolocation data (Kowalik, Prusak and Szymczak 2025).

Lastly, platforms were asked whether the applicant was subject to automated decision-making procedures in the sense of article 22 GDPR and, if yes to provide meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing. However, as described in the next section, several companies simply ignored the question and several others argued that article 22 does not apply.

Conclusion: Which workers (can) use their GDPR rights effectively and why?

The described challenges show that not all platform workers are willing and able to effectively exercise their GDPR rights to learn about platforms' processing of their personal data. Some of the challenges are inherent to the highly legal and technical nature of the process: the drafting of legal documents and the analysis of digital data which most people are not familiar with. Another challenge is related to the dominant employment model – self-employment without guaranteed income or employment protections – which leaves many workers too afraid of retaliation to exercise their rights. Lastly, there are some workers who genuinely appear to have no interest in platforms' data processing activities.

Consequently, the workers who did successfully request their data were mostly motivated out of personal curiosity, a feeling of social responsibility, or because they hoped the data could provide them with a specific legal or financial advantage. Furthermore, many of those individuals enjoyed some form of protection (e.g. works council members in Austria) or were unafraid of being deactivated because they had left the job, were not economically dependent on it, or had already been deactivated. Furthermore, those individuals felt sufficiently familiar with formal language and proceedings and had the patience and commitment to request the data and, where necessary, to respond to verification requests or even follow-up with complaints to the data.

4.2 Worker data processed by food-delivery and ride-hailing platforms

In this section, we discuss the processing of worker data by platforms based on the responses to GDPR requests. Since the amount of information in the recovered datasets often varied among data from the same platform, the most comprehensive dataset was used as reference point. This

approach assumes that data collection is based on standardised technology and that the types of data collected on one worker are collected on all other individuals working for the same platform.

Furthermore, two points are important to consider when using information from subject access or data portability requests to understand what data companies collect. Firstly, this information includes personal data in the sense of the Article 4 GDPR, namely "*any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person*". In contrast, data collected prior to the request that since then has been deleted or anonymised is not covered. This means that it is possible that the datasets received by workers and donated to the research team do not include some of the information platforms collect. Secondly, as mentioned in the last section, there are some indications that the datasets provided by the companies are incomplete. Therefore, the data presented in the following should be interpreted as the minimum amount of data the respective platforms process.

Table 6 and Table 7 present the categories of data collected by each of the platform covered in the project across the five countries. In the following, each data category and the similarities and differences across platforms are discussed.

Personal & contractual information

Datasets from all companies included basic personal and contractual information about workers such as name, address, data of birth, bank account and social insurance information. In many cases, the datasets received by workers also included copies of official documents like IDs, driver's licences and, in case of migrant workers, work permits.

Working time

Some form of working time data was collected by nearly all platforms, but the type of information varied by employment and work model. Data from nearly all companies included activity records, i.e. information on the start and end of each drive or delivery. Companies that operate shift models like most food-delivery platforms, where workers book time slots during which they are available to take orders, usually also recorded the start and end of those shifts and sometimes break periods.

There are a few exceptions presented in Table 6 and Table 7, but those are likely due to incomplete responses rather than the fact that those companies do not record working time data. In the cases of Bolt in Austria, no data donations were received and the information in Table 6 was derived from the companies' privacy statements which does not explicitly mention that information on each drive, including start and end time, are recorded. However, it seems very likely that the company indeed does collect the data and simply does not mention it in its brief privacy notice.[102] Similarly, the response received from UberEats and Glovo in Poland as well as Glovo, Servicar and Moove Cars in Spain contained limited data in general and certainly less data than presumably necessary (e.g. no geolocation data at all) to operate a food-delivery or ride-hailing platform. Hence, those responses are likely not representative of the full extent of the respective platforms' data processing.

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

Table 6: Data processed by platform companies (AT, FR, BE)

Country	AUSTRIA					FRANCE					BELGIUM		
Service	Food-delivery			Ride-Hailing		Food-delivery			Ride-hailing		Food-delivery		Ride-Hailing
Platform	Liefer-ando	Mjam/ Foodora	Wolt	Uber*	Bolt*	Uber Eats	Deliv-eroo	Stuart	Bolt	Uber	Uber Eats	Deliv-eroo	Uber
Data processed													
Personal & contractual information	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Working time (*shifts or active work*)	☑	☑	☑	☑	-	☑	☑	☑	☑	☑	☑	☑	☑
Payments	☑	☑	☑	☑	☑	☑	-	☑	☑	☑	☑	☑	☑
Geolocation (*start, pick-up, drop-off, movement*)	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	-
Performance and Evaluation	☑	☑	-	☑	☑	☑	☑	☑	☑	☑	☑	-	☑
Communication and Disciplinary Incident Data	-	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
App usage	☑	☑	-	-	-	☑	☑	☑	☑	☑	☑	☑	☑
Information on automated decision-making (Art. 22)?	-	-	☑	☑	☑	-	-	-	-	-	-	-	-

*Information based on companies' privacy notices

Source: GDPoweR Country reports

Table 7: Data processed by platform companies (PL, ES)

Country	POLAND				SPAIN			
Service	Food-delivery				Food-delivery		Ride-hailing	
Platform	Uber Eats	Bolt Food	Pyszne .pl	Glovo	Glovo	Just Eat	Servi-car	Moove Cars
Data processed								
Personal & contractual information	☑	*	☑	☑	☑	☑	☑	☑
Working time (*shifts or active work*)	-	☑	☑	-	-	☑	-	-
Payments	☑	☑	-	-	☑	☑	-	-
Geolocation (*start, pick-up, drop-off, and/or movement*)	-	☑	☑	-	☑	☑	-	-
Performance and Evaluation	-	☑	☑	-	☑	☑	-	-
Communication data (*platform and/or customers*)	☑	☑	-	-	-	☑	-	-
App usage	☑	-	☑	-	-	☑	-	-
Information on automated decision-making (Art. 22)?	-	-	-	-	-	-	*n.a.*	-

Source: GDPoweR Country reports

*Data removed by worker prior to donating it to the research team

Payment data

Payment data too was included in most datasets donated to the research teams with the types of data varying according to workers' employment modalities. Platform workers on regular employment contracts who are paid fixed wages like delivery riders for Lieferando in Austria and Just Eat in Spain received information on their monthly or hourly income. Most other workers are paid per task and received data on payments per delivery or ride, often further disaggregated into the various components that made up the total payment. For example, payment data by Uber in France consists of multiple components including a multiplication factor (surge), travel time and distance, the platform's commission, tolls and taxes and payments related to a minimum wage agreement (Srnec, Cornet and Moreau Avila 2025, 57). In Austria, the data of riders covered by the country's collective agreement also included the payment of a kilometre fee (Geyer, Bilitza and Danaj 2025, 38). Furthermore, in many cases tips were reported as separate income.

Delivery/ Geolocation and Movement

All ride-hailing and food-delivery companies use geolocation data which is necessary to calculate worker's distance from restaurants and clients and to calculate travel times and distances. The four most limited datasets – UberEats and Glovo in Poland, Servicar and Moove Cars in Spain – contained no geolocation data at all. As argued above, this is likely less of an indication that those companies do not process location data but can be explained rather by the fact that those companies did not fully respond to the GDPR requests or that they had already deleted or anonymised the data. Similarly, the fact that the dataset received from Uber in Belgium contained no location data cannot

be that the company does not collect it because we know from other countries (France, Austria) that Uber processes this information.

Data from all other companies included some form of location data. However, with respect to this data, we find the largest differences across companies. Datasets from most companies included the time and location when and where an order was picked up and/or delivered. Companies which included both locations include Lieferando in Austria, Bolt Food and Pyszen.pl in Poland, and Just Eat in Spain. Datasets from other companies like Foodora in Austria and UberEats and Deliveroo in Belgium include the pick-up time and location, but not the drop-off destination, while the opposite is true for data from Glovo in Spain. Datasets from several companies also included (estimated) travel distances for each ride or delivery as well as information that can be used for performance evaluations like travel speed and delivery duration.

In addition to specific locations linked to individual orders, datasets received from Mjam/Foodora and Wolt in Austria and all platform companies in France include additional geolocation data collected through regular intervals. For example, the Wolt data included location "pings" recorded several times per minute. The data recovered by Mjam/Foodora workers included location data recorded every 30 seconds reaching back over six months. Furthermore, the Austrian research team found evidence suggesting that geolocation data was even recorded and stored outside the rider's working hours, i.e. when the person had not indicated their willingness and availability to take orders (Geyer, Bilitza and Danaj 2025, 58-59).

Performance and Evaluation

Performance and evaluation data encompasses all types of data that are commonly used to assess platform workers' performances. Specifically, data on the number or share of orders accepted ("acceptance rate"), the average number of orders carried out per hour ("utilisation rate"), customer ratings and comments, worker absences as well as reprimands or records of disciplinary actions by the platform.

Most platforms collect some form of performance data, most commonly the acceptance rate and/or customer ratings. Information on the worker's acceptance rate was included in datasets received from Bolt Food in Poland, Uber, Uber Eats, Deliveroo and Bolt in France, and Mjam/Foodora in Austria. Customer ratings, often with associated comments, were included in datasets from Deliveroo, Stuart, Bolt and Uber in France, Uber and UberEats in Belgium, and Bolt Food in Poland. Evidence of the other performance indicators listed was found in some instances. Uber and UberEats in France also collect information related to road safety like speed and speed limit and data on "harsh breaks". However, it is important to note that only the most obvious forms of performance data were covered and that there are many other indicators like travel speed that can be used for performance assessments, as well. Furthermore, other indicators like the utilisation rate can easily be constructed from available data.

Communication and Disciplinary Incident Data

Most datasets also contained communications between the worker and the platform and the worker and customers. Communications with the platform included incident reports for example when a worker was involved in an accident or encountered technical difficulties. Communications with customers mostly related to customer feedback. The Belgian team also found instances of recorded calls between workers and customers (Thil, et al. 2025, 55).

App usage

App usage data includes all information the app recorded about workers' interactions with the app like login and logout times as well as data on the device (cell phone) it ran on, namely the model (e.g., iPhone 13), operating system (e.g., Android or iOS version) and battery state. Login- and logout times were recorded by most platforms. Evidence of this information being recorded was found in most of the more extensive datasets received by the research teams.

Information on automated decision-making

The least information was received regarding the question whether the applicant was subject to automated decision-making procedures in the sense of article 22 GDPR and, if yes, what the logic and consequence of these procedures are.

Some companies simply ignored the question. No response was received by Lieferando in Austria, or by any of the platforms in Belgium and France as well as Moove Cars in Spain. Servicar claims to not use any automated decision-making procedures, given that this company is not a platform but an intermediary. The company maintains that any automated decision-making processes are handled by platforms, but not by intermediary companies. Several other companies acknowledge their use of some form of automated decision-making procedures – for example to assign deliveries or calculate routes – but argued article 22 GDPR does not apply because this technology is used only in a supportive function and all decisions are ultimately taken by humans and that algorithmic decisions taken without human oversight have no "legal or similar significant effect" on workers. In short, the responses were deliberately phrased to argue the inapplicability of Art. 22 (1) GDPR which reads "*The data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.* Some version of this response was given by Foodora in Austria and Glovo and Just Eat in Spain.

Uber and Bolt in Austria provided some information on the use of automated decision-making. For example, both companies acknowledged the use of algorithms for trip prices and mentioned several variables like time and distance that factor into the decision. However, both companies also mentioned "dynamic adjustments" without specifying how those are made and how much they influence fare prices. Uber further acknowledged the use of algorithms for matching decisions and to monitor and flag potential cases of driver account fraud and "unsafe behaviour" (Geyer, Bilitza and Danaj 2025, 42).

Wolt in Austria responded to the question by referring to its annual Algorithmic Transparency Report[103] which states that the company uses algorithms for matching decisions (riders with jobs), travel times and pricing. Decisions on the allocation of orders (matching) are based exclusively on four factors, namely availability, location, delivery vehicle (to assess speed and carriage capacity) and "special capabilities" such as the ability and willingness to delivery pharmacy orders or handle cash payments. Pricing decisions are made primarily based on pick-up and delivery distance, but may include other factors like limited parking space, weather, order size or demand for additional riders to work (Geyer, Bilitza and Danaj 2025, 41).

Conclusion: Commonalities and differences in platform companies' data processing

The comparison shows a large overlap in the types of data platform companies collect and store about workers. Unsurprisingly, nearly all platform companies process and store personal and

103 https://explore.wolt.com/en/aut/transparency

contractual data, communications with workers, and app usage. Furthermore, datasets from nearly all companies included information on working hours and payments and differences between platforms in the types of working time, and payment data can mostly be attributed to different employment (regular employee vs. self-employed/freelancers) and related payment models.

Notable are the differences in the amount and level of detail of geolocation data stored. While it must be expected that all food-delivery and ride-hailing platforms process workers' detailed location data at some point to allocate and track rides and deliveries, most companies seem to either not store or delete or anonymise this data briefly thereafter, while others kept this arguably very sensitive data.

Lastly, another commonality is the unwillingness of nearly all companies to share meaningful information about their use of automated decision-making. It is also notable that several companies claim that article 22 GDPR does not apply because no important decisions are taken (solely) by algorithms. Given that those companies presumably make hundreds to thousands of matching and pricing decisions daily – decisions that directly impact workers' incomes – it is difficult to fathom that all of them are reviewed or authorised by humans or that those decisions should not be considered "important".

4.3 Workers' views on platforms' data processing, and its effects on them

The information in this section is drawn from the focus groups with platform workers who earlier had the opportunity to review their datasets together with project researchers during the sense-making workshops.

Are workers aware of platforms' collection and use of their data?

The answers to this question presented some variations as discussed below. In Austria, delivery riders were aware that most of the data they saw in their files is being collected by the platform companies. Despite not being surprised by what their recovered data contained, the riders generally did not perceive the platform companies to be transparent about their data processing practices and they were also sceptical that the companies had shared with them all the data they had collected. At least some riders shared a very negative view of platform companies' processing of their data or as one rider put it, "*you assume the worst*" (Geyer, Bilitza and Danaj 2025, 47). The analysis of drivers' views and perceptions was different because it was not based on analysis of copies of their own personal data (no requests were made, and no datasets were received). Instead, the drivers were shown examples of the types of data platform companies likely collect with the help of the Uber Driver "Data Experience" available through the Digipower Academy.[104] However, similar to the food-delivery riders, the taxi drivers were not surprised that platform companies collect the types of payment, working time, and geolocation data presented to them in the data experience. As one driver explained, he can access all this information (past drives including payments and routes) and more, anytime in his Uber app (Geyer, Bilitza and Danaj 2025, 47).

In Belgium, platform workers showed limited and fragmented awareness of the extent to which their personal and behavioural data is collected and used by digital labour platforms. Most focus group participants assumed platforms would retain basic operational data, such as their name, delivery history, and customer ratings, but were visibly surprised and, at times, unsettled when confronted with the actual scope and granularity of the data collected. Data workers were particularly surprised

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

by included time stamps of app usage, battery levels, Wi-Fi connection history and device types and customer communications (messages, recorded calls). With respect to companies' use of their data, workers suspected that the allocation of jobs and hence workers' earning potentials are influenced by the data companies collect. However, since the companies provided no meaningful information on their decision-making procedures, workers were left to speculate which factors are relevant. Lastly, some workers criticised what they perceived as a lack of transparency and the withholding of important information. Specifically, they were surprised that the data they had received did not include detailed payment information or records of customer complaints and suspected platforms may not share data they fear could be used to challenge account deactivations and suspensions (Thil, et al. 2025, 55).

In France, workers who participated in the focus groups were generally aware that the platforms collect significant amounts of their personal data. For example, some workers recounted instances of experiencing live tracking such as when they were contacted by the platform because a delivery was delayed or they took a different route than the one recommended by the app. Like in the Austrian in Belgium case, one delivery rider also questioned if his GDPR request was answered comprehensively. Specifically, he expressed disbelieve at the company's assertion that it does not apply an internal ranking to riders. However, most workers participating in the focus groups did not know the precise nature of the data collected. With respect to platforms' uses of their data, nearly all workers expressed frustration over the perceived lack of transparency regarding how decisions are made, especially regarding pay calculations (Srnec, Cornet and Moreau Avila 2025, 64-65).

In Poland, platform workers who participated in the focus groups also were generally aware that data about them is collected, but their understanding of the scope and detail of this collection was limited. When granted access to their personal data, many were shocked by the extent of tracking—particularly around location and performance. Furthermore, workers at Pysnze.pl felt misled by the platform because their data files contained an indicator the platform had told them it does not calculate. Like in the other countries, workers in Poland lamented a lack of transparency by platforms regarding their decision-making procedures, especially on pricing. However, some were able to gain insights from the recovered datasets which included performance indicators they were hitherto unaware of. Lastly, several workers accused platforms of only sharing "a fraction" of the relevant data (Kowalik, Prusak and Szymczak 2025, 27-29).

In Spain, workers participating in the focus group meetings were well aware of information they had knowingly and willingly shared with companies, namely the personal and contractual data collected and stored by all platforms. Workers were also mostly aware of information platforms collecting data related to deliveries and trips which is easily accessible to them through their apps. However, they tended to have limited knowledge and understanding of job performance and work organisation (e.g. job allocation) data. This third category of data is also the one, workers received the least amount of information and, like in the other countries, platform workers in Spain perceived platforms to be untransparent and suspected them to not share all the information they collect (Rodríguez Fernández et al. 2025, 47).

This summary of findings shows three consistent themes across all five countries. Firstly, most workers who participated in the focus groups know that platform companies collect significant amounts of data about them, but they are unaware of the range of data and the level of detail. Therefore, many were surprised when learning that cell phone data (login times, battery level, Wi-Fi connections) was also collected or when seeing the precision of recorded location data. Secondly, workers do not know how important decisions like the allocation of jobs and the calculation of pay are made. Without clear and reliable information from the platforms, workers speculate about what

factors may matter. Thirdly, workers' trust in platforms is low and many feel that important information on data and automated decision-making procedures is withhold from them in violation of the GDPR.

(How) does platforms' processing of worker data affect their well-being?

Discussions with platform workers in the focus groups elicited a range of nuanced reactions on companies' collection and use of their personal data. In the following, we group these reactions into critical, indifferent, and positive.

Critical views were expressed across all countries and industries regarding several aspects of platforms' data processing. The first aspect was the feeling of **constant surveillance** related to what has been called the "digital panopticon" of app surveillance (Veen, Barrat und Goods 2020). For example, workers in Poland described being under "constant surveillance", even outside working hours. This feeling is reinforced by platforms contacting workers who appear inactive of taking an unexpected route – a feeling exemplified by the following statement:

> "*Sure (I feel monitored), because they even call me when I haven't read the order yet…after a few minutes, when I didn't move from the spot*" (Kowalik, Prusak and Szymczak 2025, 30)

For at least some workers in Poland, this feeling of being monitored also made them cautious to participate in protest or trade union activities, lest the platform they work for learn about it and retaliate by deactivating their account (see also below). In France, most workers interviewed expressed concern about their activities being tracked (Srnec, Cornet and Moreau Avila 2025, 67). Food-delivery riders in Austria, too, described how they constantly feel aware of being monitored, and potentially compared to other workers, which in a way can influence their decision-making and limit their autonomy as the following exchange shows:

> Rider 3: "*Yes, I feel [*monitored*], for sure, when I am doing something of my own. Should I go and take a leak? […] There is something in my head that's saying, 'what would happen if someone is checking me right now? Should I do it or not?' I know, it will not have an impact, but still, it's a threat. Something could happen. I felt it, I know they are tracking*." […]
>
> Rider 1: "*Definitely. It is uncomfortable to know that somebody is looking at the screen right now*" […]
>
> Rider 2: "*And also, the thought of maybe they even have with the live access, live tracking, maybe they have a comparison chart of your average data*. *Because, for example, what I sometimes do if I am doing my last delivery and it's 20 minutes before my shift ends, then I am going a bit slower because I am thinking I am not going to risk ending my delivery 5 minutes before my shift is over and these* [redacted] *are giving me another one and then I have to work longer. And probably then they are going to see now he has an average speed of 8 km per hour and usually he is going 15 so he is doing this on purpose. He is going slower on purpose. You definitely feel monitored in that sense*". (Geyer, Bilitza and Danaj 2025, 48-49)

A second aspect was a feeling of being **treated unfairly** by the platforms and their algorithms and the non-contestability of such decisions – an experience that has been described as "algorithmic injustice" (Hajiheydari und Delgosha 2024). For example, several food-delivery riders in Austria voiced frustration with the route recommendations in their apps. Those recommendations, based on Google Maps, they argued sometimes do not show the fastest bicycle route. Furthermore, in some cases the app leads riders through parks where cycling is prohibited. However, taking a different route can result in sanctions by the platform such as being put on "pause" by the app. This was

perceived as particularly annoying for free-service providers who are paid by delivery as the following exchange illustrates:

> Rider 2: "*It's also ridiculous because you are being paid by delivery anyway. If you take a stupid route, it's your problem*."
>
> Rider 1: "*Yeah, it's in your interest to find a better route*" (Geyer, Bilitza and Danaj 2025, 49)

For food-delivery couriers in Belgium, one central concern was account deactivations which directly impact workers income and livelihoods. Presumably based on some types of performance data, deactivations were often made without explanation and difficult to appeal. However, some workers had their accounts reactivated after filing a GDPR request (Thil et al. 2025, 57). Uncertainty and fear can lead to workers adopting strategies to protect themselves against possible criticisms. For example, some food-delivery riders in France take photos of handing over their delivery as evidence of completing each job. As the French report concludes, "[t]hese practices illustrate how platform workers attempt to navigate and pre-empt algorithmic judgment in an environment where accountability is asymmetrical and the margin for contestation remains limited" (Srnec, Cornet and Moreau Avila 2025, 69).

The experience of algorithmic injustice is closely related to a strong frustration among many workers with what they perceived as a **lack of transparency** on the part of the platforms regarding their decision-making procedures, especially regarding pricing, job-allocation and account deactivations. As the Belgium report states, "[t]he most pressing concern raised by workers was the complete lack of insight into how data is used to make decisions that directly affect their income and job security" (Thil et al. 2025, 56). Absent this information, workers were unable to understand if they were unfairly penalised or discriminated against. Furthermore, the opacity of decision-making procedures left workers trying to guess how to optimise their behaviour to please the algorithm in potentially irrational ways such as accepting most orders and remaining logged into the app for long hours (Thil, et al. 2025, 57). Similarly, the French research team talked to food-delivery riders who were convinced, despite platforms' claims to the contrary that maintaining a high acceptance rate and being logged in the app during certain hours is important to continue to receive orders and avoid suspension (Srnec, Cornet and Moreau Avila 2025, 66). The Polish research team equally found evidence of food-delivery couriers being subjected to performance assessments they do not understand and have no control over. The report concludes, "[t]he lack of clear information about the evaluation criteria makes it difficult for couriers to know what to improve in their work" (Kowalik, Prusak and Szymczak 2025, 32).

More broadly, few workers interviewed trusted platforms to be transparent and forthright about the data they collect and how they use it. This included not only frustration regarding limited information on decision-making rules but also, as alluded to above, scepticism that platforms answer GDPR requests honestly and comprehensively.

Lastly, some workers in Austria criticised what they perceived as the **excessive collection, storing and sharing of data** following the comparison of data collected by various food-delivery companies in the sense-making exercise:

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

> *It is very obviously possible to run a company, doing exactly the same thing [*as the other companies*] without storing the location data."* (Geyer, Bilitza and Danaj 2025, 49-50)

Other workers in the same group added that access to detailed geolocation data and live tracking should at least be limited on a strict need-to-know basis.

While many workers expressed concerns over surveillance, others were less concerned and exposed **neutral or indifferent** views about (some) data being collected by platforms. In fact, the emotion expressed in the last quote was shared by several of the interviewed workers namely that some types of data collection and processing is simply necessary for platform companies to operate. As long as the data remains limited, access is restricted, and the rules on collection and processing the data are transparent, those workers were fine with it. In other words, they accepted "data collection as a necessary aspect of platform work" (Thil, et al. 2025, 56). Other workers explained that they had become numbed to being monitored and surveilled or at least resigned themselves to this situation (Kowalik, Prusak and Szymczak 2025, 30).

Lastly, some workers and trade unions found something **positive** in the collection of worker data by platforms because they could use this information, to the extent that they can access it, to their own benefit. One taxi driver in Austria recounted that an intoxicated passenger once accused him of taking an unnecessarily long route, but he used the app's geolocation data to prove otherwise. Another driver explained that the trip and income records in his Uber app help him file his taxes and serve as evidence to the authorities that he has reported all his earnings (Geyer, Bilitza and Danaj 2025, 51).

Some delivery riders in Austria, who were generally opposed to excessive tracking thought about how to use the data for their own benefit. Ideas include "fun" things like visualisations, but also to use data to protect themselves against unfounded accusations by platforms, like not having made a certain delivery, or challenging one's employment status (Geyer, Bilitza and Danaj 2025, 51). In France, these kinds of actions are already supported by trade unions, who see data recovered through GDPR requests as central to a legal strategy to contest account deactivations and as evidence of concealed employment relationships (Srnec, Cornet and Moreau Avila 2025, 71). Similarly, the fact that delivery couriers in Belgium had their accounts reinstated after submitting GDPR requests suggests that the data collected by platforms in combination with worker's right to access may create leverage for workers in specific circumstances.

(How) does platforms' processing of worker data affect worker mobilisation and unionisation?

Lastly, the focus groups with workers explored what, if any, effect platform's collection and use of worker data have on worker mobilisation and their willingness to join trade unions. In this respect, two mechanisms working in opposite directions have been theorised. One the one hand, the negative effects of data collection and algorithmic management like the above described feeling of constant surveillance or subjugation to decisions that are perceived as unfair may be a mobilising issue resulting in protests, strikes and unionisation. On the other hand, the same feeling of constant surveillance – what has been called the "digital panopticon" (Veen, Barrat und Goods 2020) – may prevent workers from mobilising, afraid that any participation in a protest or attempt to join forces with unions and organisers will be noted by the platform and result in deactivation or dismissal.

The project findings show that even though many interviewed workers report negative effects, the collection and use of their personal data *per se* is not their primary concern. This conclusion is further supported by the fact that a significant number of platform workers contacted throughout the GDPoweR project were not interested in requesting copies of their personal data from platforms (see

section 4.1). Instead, protest and mobilising efforts mostly focus on traditional worker concerns', namely pay, job security and working conditions. However, companies' data processing can become relevant to workers and unions when it touches on core issues like pay and deactivations. For example, several of the workers in Belgium who requested and donated their data had contacted unions and the grassroots collective Maison de Livreuers for support after their accounts had been blocked. The data requests were part of an effort to challenge the decision. As such, deactivation – presumably by an algorithm – can act as a "catalyst for mobilisation" (Thil, et al. 2025, 46). In France, workers have organised in social media groups (WhatsApp, Telegram, Facebook) to exchange views and experiences about the workings of algorithms on issues like pay, job allocation and deactivation. The authors described this form of self-organisation as "a means to collectively regain control and fostering a shared understanding of how the app and the market operate" (Srnec, Cornet and Moreau Avila 2025, 70).

There is also some indication of (potentially) negative effects on mobilisation. The Polish research team points out that the combination of surveillance technology, the possibility of deactivation and opaque decision-making mechanisms, which often cannot be appealed are potent deterrents to protests and organising. They also found some evidence that platforms had used disciplinary measures against workers aiming to organise, which created a climate of fear (Kowalik, Prusak and Szymczak 2025, 22). In Austria, there are rumours among food-delivery riders that platforms track their locations to detect which riders participate in protests or attend events by the trade union-aligned Riders Collective. Consequently, they are recommended to turn the platform app off or even deinstall it before attending such events (Geyer, Bilitza and Danaj 2025, 47-48).

5. Implementation of collective bargaining agreements, compliance and challenges

This chapter compares the implementation of collective bargaining agreements for platform workers across the analysed countries. Given that there are no agreements covering platform workers in food delivery or ride-hailing in Poland and only one non-public agreement in Belgium, this chapter focuses on the situation in Austria, France and Spain.

The first section describes and compares social partners' strategies for implementing collective agreements. The second section assesses the implementation of those agreements and the third compares implementation challenges identified in each country report. The last section provides possible explanations for cross-country differences.

5.1 Strategies followed in each country to achieve the implementation of collective agreements

Information on implementation strategies was collected through desk research and focus groups with trade unions, works council members, employer groups and representatives of individual platforms.

In Austria, the analysis covered industry-wide collective agreements in the food-delivery and taxi sectors as well as a company-level agreement at Mjam/Foodora regulating the monitoring of riders. All agreements only apply to regular employees. None of the ride-hailing platforms in Austria directly employs drivers. Instead, they work with self-employed drivers and intermediaries: taxi companies who employ drivers who offer services through the platforms. This means that the agreement in the taxi industry regulates the relationship between drivers and intermediaries, not drivers and the platforms (Geyer, Bilitza and Danaj 2025, 25-32).

The enforcement of collective and company-level agreements in Austria relies heavily on works councils – an elected institution representing employees interests vis-à-vis company management – which are legally empowered under the Labour Constitution Act (§ 89 ArbVG) to monitor compliance. They can demand extensive information from employers – such as pay data, working time, and leave records – making oversight relatively straightforward. Collective agreements are legally binding, and rights derived from the agreement, such as the minimum wage, are enforced by labour and social courts. The Chamber of Labour provides free legal counselling to all employees and supports workers in pursuing claims, while trade unions offer more extensive support to their members. The collective agreement for bicycle couriers includes an arbitration mechanisms clause to resolve disagreements regarding its interpretation between the signatories, but this clause has not yet been used (Geyer, Bilitza and Danaj 2025).

Company-level agreements that affect workers' dignity, like the one on the processing of workers' personal data at Mjam/Foodora, require works council consent (§§ 96, 96a ArbVG), and measures introduced without approval are illegal. Works councils and individual workers can bring legal action

against violations. On the employer side, the Austrian Chamber of Commerce sees its role primarily as helping companies comply with the agreements by providing information in the form of a database of agreements. The Chamber does not actively monitor (non)compliance (Geyer, Bilitza and Danaj 2025, 53-54).

In Spain, there are several collective agreements at the industry and company level in the ride-hailing industry which cover drivers working for intermediaries cooperating with platform companies. In the food-delivery industry, there is a company-level agreement at the platform Just Eat. The Just Eat-agreement signed in December 2021 foresaw the establishment of a joint "algorithm committee" in which two representatives, each of the company and its workers, would manage all information related to algorithms and AI systems. However, this committee has not yet been established. In January 2025, a new, transitional agreement was signed which established a "coordination committee" that should address hitherto not implemented aspects of the original agreement including the setting up of the algorithm committee (Rodríguez Fernández et al. 2025, 24-29).

Enforcement efforts by workers and unions, however, have focused less on the negotiated agreements and more on legislative provisions, primarily the classification of food-delivery riders as employees in accordance with the "Rider Law" and a rule according to which the time connected to a platform should count as effective working time. To address these issues, unions have organized mobilizations and strikes – notably against unfair billing practices in the ride-hailing sector and in support of employment recognition in the delivery sector. They have also used out-of-court mediation to resolve disputes regarding sanctions related to poor job performance, filed complaints with the Spanish Labour and Social Security Inspectorate (LSSI) to enforce employee classification and monitor unfair hiring practices, and challenged the reliability of platform-recorded working time. Lastly, unions initiated criminal proceedings against Glovo for misclassifying their workers as self-employed in violation of the Rider Law (Rodríguez Fernández et al. 2025, 50-52).

In France, trade unions in the platform delivery and ride-hailing sectors have pursued mixed strategies for negotiating and enforcing collective agreements combining institutionalised participation, contentious mobilisation, and legal contestation. At the institutional level, some unions have sought recognition from both government and platform companies and engaged in the activities coordinated by ARPE[105], the institution tasked with facilitating structured dialogue between platforms and workers. One important initiative by unions was to request an external technical audit of algorithms used by major platforms, which would help the former level the informational playing field with the companies. However, until May 2025 this initiative has not yielded any results.

A major concern for the French trade unions FO and CGT is to (re)classify platform workers as employees and to prevent agreements that entrench workers' status as self-employed. Legal action has also been taken to enforce the application of existing agreements. Absent a dedicated arbitration body, unions rely on labour courts and labour inspections to do so. Furthermore, CGT and FO, have led strikes, blockades, and demonstrations to highlight workers' demands. Newer unions like FNAE and Union-Indépendants also mobilise through protests and social media. More moderate unions initially prioritised dialogue with platforms, to find timely solutions to individual concerns like account suspensions and deactivations but have become more activist due to limited willingness to engage on the side of companies (Srnec, Cornet and Moreau Avila 2025, 73-74).

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5.2 Compliance with collective bargaining agreements in delivery and ride-hailing platforms

Compliance with collective bargaining agreements was assessed through two methods. Firstly, representatives of social partners, activists and platform companies were interviewed about their knowledge of and experience with (non)compliance. Secondly, where available, data donated by workers covered by the agreements was analysed for evidence of (non)compliance. This second analysis focused on working time provisions and rules regarding companies' processing of worker data.

The Austrian team used data donated by food-delivery riders to check compliance with the working time regulations of the collective agreement for delivery couriers, as well as the kilometre allowance payable to workers covered by the agreement. No violations were found. Trade unionists and activists also saw no major violations of the agreement. However, they pointed to a weakness in the agreement regarding the calculation of weekly working time, which determines overtime pay. Regular working time can be determined through either company-level or individual agreements, creating inconsistent rules and making oversight difficult. Activists also reported that Foodora, which works with employees and freelancers, avoids paying supplements by giving night and Sunday shifts only to the latter, who are not covered by the collective agreement. In other words, they strategically work with riders with different employment statuses in a way that does not violate the agreement's rules, but arguably its spirit (Geyer, Bilitza and Danaj 2025, 54-57).

The Austrian team did not receive data from any rider covered by the company-level agreement at Foodora/Mjam but used data from two riders employed by this platform to analyse in how far the personal data collected by the company could be used to monitor compliance. They found that in the case of those workers, Foodora/Mjam collected geolocation data more frequently than permitted, it collected location data outside of working hours and it did not delete or anonymise the collected data within the required period. In short, the analysis showed the potential to monitor the implementation of at least some of the agreement's provisions based on data recovered by workers through GDPR requests.

Lastly, the Austrian team argued that data recovered from platforms is likely less useful to monitor compliance with collective agreements in the case of drivers who work through platforms but are employed by intermediaries like taxi companies. This is the case because platform records show customer payments and transfers to the intermediary (taxi companies) but not drivers' salaries, which are handled by employers. While platform data might reveal excessive driving hours, it underreports total working time since many drivers use multiple platforms or also pick up customers on the street. Thus, such data offers only a partial picture of drivers' pay and working conditions. However, due to a lack of data donations from drivers, it was not possible to test these arguments empirically (Geyer, Bilitza and Danaj 2025, 54-60).

In the French case, trade unions have very limited access to information making it difficult for them to assess whether negotiated agreements are implemented correctly. Worker data was used to analyse compliance with the agreement on minimum income per trip and minimum revenue per trip for ride-hailing drivers. Only in very few instances were violations detected. However, the French team found that the benefit of the agreement for drivers was questionable because, as their analysis showed, drivers' renumeration only increased marginally since the agreement entered into force (Srnec, Cornet and Moreau Avila 2025, 83).

In contrast, it was not possible to use worker data to test compliance with two other important agreements for drivers, namely the agreement on account suspensions and possible remedies for drivers and the agreement to combat all forms of discrimination. An analysis of the minimum income guarantee for riders would theoretically be possible, but the research team received insufficient data donations from riders covered by the agreement and data provided by Deliveroo was of such poor quality (individual pdf invoices, rather than machine-readable tables) that it was impossible to conduct the analysis (Srnec, Cornet and Moreau Avila 2025, 77-78).

Workers and trade unions in Spain report several areas in which platforms do not always comply with the agreements. Disputes exist regarding the correct recording of “effective” working time and the payment of bonuses and performance-based pay. Delivery couriers question the accuracy of overtime pay and tips which are paid out monthly. Worker representatives claim to have been sanctioned, pressured and dismissed for organising efforts despite their guaranteed right to do so. Workers in both ride-hailing and food-delivery reported non-compliance with health and safety rules. Lastly, the earlier described failure to set up the “algorithm committee” under the agreement with Just Eat was raised. In addition, data donated by one food-delivery rider was used to analyse compliance with working hours and rest periods. However, in this specific instance, no violations were found (Rodríguez Fernández et al. 2025, 52-53).

5.3 Main challenges regarding the implementation of collective bargaining agreements

The analysis in the last section shows that there are some issues regarding the correct implementation of collective bargaining agreements regarding pay, working time and conditions. However, the principal challenges reported by the country teams are less about correctly implementing traditional agreements regulating working conditions and pay. Instead, the following three challenges can be identified: negotiating agreements benefiting all workers in the first place, access to information and implementing rules regarding data collection, and algorithmic management.

Negotiating agreements benefiting all workers

Regarding the first challenge, the Austrian agreement for food-delivery couriers is a case in point. While few violations of the agreement for delivery couriers were reported, the agreement’s main weakness is that it does not cover most (>90%) riders who work on free-service provider contracts. This allows companies to evade the agreement by using free-service providers during hours when regular employees would receive pay supplements (at night, on Sundays, or holidays) or by not working with any employees at all. The same holds true for company-level agreements. Even though works councils in Austria have expansive rights to regulate the monitoring of employees for example through location data, these rights do not extend to free-service providers. Lastly, the option to easily evade agreements weakens the negotiating power of workers and arguably creates a difficult competitive environment for platform companies that would like to work with regular employees. Here, the Austrian report points to the case of Lieferando which, after several years of employing riders and abiding by the sectoral agreement, announced in April 2025 to fire all riders and only work with free-service providers going forward (Geyer, Bilitza and Danaj 2025, 61).

In France, a principal challenge appears to be that the negotiated minimum renumeration for drivers and food-delivery couriers was too low to significantly increase incomes. In fact, an increase in waiting times between 2021 and 2024 appears to have resulted in a decline in inflation-adjusted income per hour for both drivers and food-delivery couriers, despite the existence of collective agreements in both industries (Srnec, Cornet and Moreau Avila 2025, 86). Furthermore, the French

team found that none of the riders who had donated their data benefited from a bonus to be paid under the rules of the agreement under certain conditions (Srnec, Cornet and Moreau Avila 2025, 81-83).

Access to information

A lack of information on worker pay, working hours, and so on can prevent unions from monitoring and enforcing agreements. This does not seem to be a problem in Austria and Spain, where workers and trade unions can rely on established monitoring and enforcement mechanisms such as through worker representatives at the company level, labour inspectorates, and the courts. In France, however, as alluded to above trade unions lamented limited insights into the application of the agreements due to a lack of data. ARPE, the institution charged with facilitating dialogue between workers and platforms, has no mandate to monitor or enforce the agreements. Platforms are legally required to share and publish some data on pay and working hours, but only as annual aggregates which "severely limits their usefulness in assessing compliance with the agreements" (Srnec, Cornet and Moreau Avila 2025, 78). In particular, lack of access to disaggregated payment data is viewed as problematic (Srnec, Cornet and Moreau Avila 2025, 87). An even more difficult situation exists in Belgium were Uber and the trade union ABVV-FGTB have signed a non-public agreement. Absent any knowledge about its rules, it is impossible for outsiders to assess its implementation (Thil et al. 2025, 60).

Data collection and algorithmic management

Lastly, it is important to note that the implementation of agreements regulating platforms' processing of worker data - i.e. the collection of personal data and its use in automated decision-making – appears to be significantly more challenging than the implementation of traditional agreements regulating pay. One instructive example in this regard is the agreement between Just Eat and the unions CCOO and UGT in Spain signed in 2021. The agreement included provisions on workers "digital rights" like the information on the parameters, data and programming rules of algorithms affecting working conditions and foresaw the creation of bipartite "algorithm committee" to manage all information regarding algorithms and AI. Those provisions, however, have not yet been fully implemented and the committee has not been established (Rodríguez Fernández et al. 2025, 29). The Spanish team explains this slow progress with the prioritisation of other issues (pay, working time), limited expertise and experience on both sides regarding the regulation of such issues, and the fast pace of technological development resulting in the content of negotiations developing rapidly (Rodríguez Fernández et al. 2025, 57).

Finally, in several cases collective agreements regulate the relationship between workers and intermediaries, not workers and platforms. This is the case for example in the ride-hailing industry in Austria and Spain. Those agreements were not a particular focus of the GDPoweR project, but their implementation may present unique challenges. Most importantly for this research project are the questions in how far algorithmic management by a platform can be regulated through an agreement between workers and intermediaries and how such rules could be enforced in practice. Relatedly, it should be explored in how far the use of intermediaries provides platforms with (another) way to escape the scope of collective agreements. Further research on these questions is recommended.

6. Conclusions and proposals for improving industrial relations in the platform economy

Based on the comparative findings presented in this report, the following conclusions and proposals for improving industrial relations in the platform economy can be formulated.

1. Collective agreements rarely regulated the collection and use of worker data

Apart from Just Eat in Spain and the expired agreement at Foodora in Austria, the analysed collective agreements do not regulate key aspects of platform work, such as the collection of personal data from workers and the use of algorithms and artificial intelligence systems for work management. On labour platforms, management power is exercised through the use of personal data—both from workers and customers—and through algorithmic and artificial intelligence systems that govern task allocation, performance evaluation, and worker surveillance. To the extent that collective bargaining for platforms does not cover these aspects, the exercise of management power is at the exclusive discretion of these companies. Therefore, it is essential that collective bargaining for platforms begins to include these issues, given that the purpose of collective bargaining has always been to limit the exercise of management power, which is now being exercised through the use of data and algorithms. This is why Article 25 of the PWD is so important, as it calls on all EU Member States to promote collective bargaining on platforms, particularly with regard to algorithmic management.

Additionally, collective agreements including clauses on the collection of workers' personal data and the use of algorithms and artificial intelligence systems for work management should be enforced more effectively. Experience of implementing the "algorithm committee" in Just Eat's collective agreements demonstrates the challenges involved in putting these mechanisms into practice.

2. **While there are some collective agreements on traditional matters, their effectiveness in improving workers' conditions often remains limited**

The classic contents of collective bargaining, such as working time and wages, are present in the collective agreements for platform workers in Austria and Spain. Even in France, where there is a different model of collective bargaining for platforms, minimum income for workers is one of the central elements of its collective agreements. However, the effectiveness of these collective agreements in improving the working conditions of delivery and ride-hailing platform workers is limited. The collected evidence on the French case suggests that the collective agreements institutionalised low fares, rather than raising them, which in combination with longer waiting times resulted in a decline of inflation-adjusted hourly income for ride-hailing drivers over time. Furthermore, given that in Austria and Spain collective agreements only apply to employees and not to self-employed workers or figures such as "free service providers", a significant proportion of platform workers are excluded from the better working conditions agreed in these collective agreements. In addition, the fact that employees are covered by collective agreements, while self-employed workers or "free service providers" are not, may affect competition between platforms. This

could lead some platforms to stop hiring employees and instead use self-employed workers or "free service providers" to avoid applying collective agreements. This appears to be what happened at Lieferando in Austria.

The above could be remedied either by correctly classifying platform workers as employees, which will be helped by transposition of the PWD and its provisions on the presumption of the existence of an employment contract, or by extending collective bargaining to the self-employed. Although this does not appear to be among the strategies of some of the traditional trade unions in the GDPoweR countries, the approval in 2022 of the Guidelines on the application of EU competition law to collective agreements on the working conditions of self-employed workers allows for this type of negotiation to be developed, at least from a legal point of view. Austria took an important step in this direction by reforming its Labour Constitution Act to extend collective bargaining rights to "free service providers" (*Freie Dienstnehmer*). [106] From January 2026, "free service providers" will be able to negotiate their own agreements or, alternatively, existing agreements may be extended to cover them. However, self-employed workers remain excluded from company-level agreements governing important issues such as workplace monitoring.

3. There are some innovative agreements which may serve as a blueprint for social partners in other countries

Alongside the traditional content of collective bargaining, some collective agreements for platform workers also contain innovative provisions. An example of this is the creation of the "algorithm committee" in the Just Eat collective agreements. This joint committee comprises representatives of the platforms and the two trade unions that signed the agreements. The committee analyses the personal data that the platform collects on workers, as well as the operation of the algorithms and artificial intelligence systems that the platform uses to manage workers' tasks. To a certain extent, the establishment of this "algorithm committee", despite the challenges of its implementation, exemplifies a model of co-governance of data and algorithms by agreement between trade unions and the platform.

Even though the French model of collective bargaining is unique in that it only covers self-employed workers on delivery and ride-hailing platforms, is mediated by the public administration, and is rejected by traditional trade unions, collective agreements in this country also include innovative provisions for platform workers Although offering less protection than that enjoyed by employees, the establishment of rules relating to the suspension or deactivation of accounts and the prevention and punishment of discrimination against platform workers are solutions to serious problems that exist in platform work.

4. Variation in collective bargaining success is in line with national industrial relations systems, but even countries with strong institutions struggle to negotiate and implement effective agreements

The fact that collective agreements for platform workers were negotiated in Austria, Spain and France but not in Poland comes as no surprise given the countries' vastly different industrial relations systems and collective bargaining coverage rates. According to the latest available data, [107] the first group of countries all have a collective bargaining coverage rate of 80% or more, whereas only 13.4% of employees are covered by collective agreements in Poland. However, strong industrial relations

106 See https://www.vida.at/de/artikel/strasse/2025/kollektivvertraege-fuer-freie-dienstnehmer-innen-ab-2026
107 https://www.oecd.org/en/data/datasets/oecdaias-ictwss-database.html

systems are not a sufficient condition for success as even countries with nearly universal coverage rates like Austria (98%), Belgium (96%) and France (98%) struggle to negotiate and implement agreements that effectively improve platform workers' pay and conditions.

5. Data recovered by workers can be used to monitor the implementation of CBAs

The analyses of the Austrian, French and Spanish country reports showed that worker data recovered through GDPR requests can be used to monitor the implementation of some aspects of collective agreements. Depending on the available data, this includes provisions on working hours, pay and pay supplements (e.g. kilometre fees) and, most importantly, rules on what kinds of personal data companies are permitted to collect and store. These findings add to the evidence that trade unions can use used GDPR rights to defend workers' interests (Agosti et. al., 2023).

The method has clear limitations. First and foremost, it requires individual workers to request their data and donate it to analysts. Moreover, it is difficult to draw general conclusions regarding pay or working hours from the datasets of individual workers. However, information from only a few workers on these topics can still be relevant for a first impression of whether certain rules are implemented correctly or not. Moreover, when it comes to the collection of digital worker data, individual datasets are arguably highly instructive because such processes are most likely automatised and standardised. This means finding that a company collects specific data (e.g. detailed location data) about one worker strongly suggests that the same data is collected about all workers. Hence, data from GDPR requests is most useful in an area where social partners so far have struggled to establish workable implementation, monitoring and enforcement mechanisms.

6. Variation in the types of data collected by companies is limited, but significant

The comparison of the types of data collected by platforms showed large similarities, which can be explained by functional reasons: To operate, all platform companies must collect and retain certain types of personal and contractual information, information on pay and working hours or tasks conducted (deliveries, rides). However, variation exists regarding the amount and level of detail of data monitoring workers movement (GPS data) and behaviour (acceptance rate, utilisation rate, travel speed, harsh breaks, etc.), which are arguably the most sensitive types of information collected. The example of companies like Lieferando/Just Eat which do not appear to store individual workers movement history suggests platform companies can operate without some of the more intrusive surveillance practices and that there is room for workers to negotiate agreements limiting those practices without jeopardizing platforms' survival.

The comparison further showed variation to the extent that companies rely on algorithmic decision-making for pricing. While some companies pay salaries or fixed delivery fees, others apply variable pricing strategies including adjustments based on worker supply and demand. This again shows that different business models are possible. However, the use of algorithmic decision-making could not be assessed in detail because companies shared no or only very limited information about it.

7. Workers across all industries and countries experience challenges exercising their GDPR rights

One of the most critical findings is that platform workers across all countries experience challenges exercising their GDPR rights to understand platform companies' data processing practices. Some challenges are arguably inherent to legal and technical processes like formulating a request and

unpacking and understanding digital data. However, the findings also showed that many workers do not exercise their rights out of fear of companies retaliating through deactivation or fewer and or less attractive offers. It is important to state that none of the research teams found explicit evidence of platform companies sanctioning workers for exercising their GDPR rights. However, the fear of such actions in combination with most workers non-existing employment protections and the fact that many are non-EU citizens with limited alternatives to this line of work seems to act as a strong deterrent. Consequently, mostly workers who enjoy some form of protection (e.g. worker representatives) or have nothing to lose like deactivated and former platform workers exercise their right to request their data.

From this perspective, there appear to be at least two, not mutually exclusive, options to enable workers to exercise their rights and learn about companies' data processing. The first is to strengthen employment and income protections through legislation or collective bargaining. Positive examples include Austria's recent decision to establish a mandatory 4-week notice period for the firing of freelancers starting in 2026[108] and the collective agreement in France setting up a procedure for deactivations and the termination of commercial relationships between platforms and workers (see chapter 3.2). The second option is to increase transparency for workers without requiring them to make personalised requests which could place them on the company's radar. This could be done for example by requiring platforms to publish additional information on their data processing activities as foreseen by article 9 of the Platform Work Directive or by strengthening the information rights of third parties like works councils.

In addition, requests based on article 22 GDPR proved to be largely ineffective in providing workers with meaningful information about automated decision-making procedures as platform companies did not answer the question, provided limited information on the procedures or argued that the article does not apply to their processes. It is beyond the scope of this report to assess the legal merits of this argument. However, a different enforcement of article 22 GDPR or other mechanisms are necessary to enable workers to understand how decisions and important aspects of their jobs such as the allocation and pricing of tasks are made.

Lastly, many workers do not trust platform companies to share all personal data they store and the fact that some workers received additional information after filling complaints with data protection authorities validates their concerns. Workers' principal challenge in this regard is proving that companies collect or store more data than they claim. Rights for worker representatives (works councils, trade unions) or public authorities like Data Protection Authorities to access and audit companies' internal systems could be one option to address this challenge.

8. Workers' awareness of and experiences with companies' data use is largely similar across countries

Across Austria, Belgium, France, Poland, and Spain, most platform workers know that companies collect data about them, but few understand the full scope or granularity of collected data. Furthermore, key decision-making processes – job allocation, pay calculation, and deactivation – are viewed as opaque, leading to speculation about which factors matter and potentially irrational behaviours like staying logged on to the app for long periods. Furthermore, the reports find workers have negative, indifferent and sometimes positive views on platforms' collection and use of their data. The negative views mostly related to perceived surveillance and a lack of transparency on decision-

108 https://www.vida.at/de/artikel/strasse/2025/kollektivvertraege-fuer-freie-dienstnehmer-innen-ab-2026

making procedures. Indifference is expressed by individuals viewing digital monitoring as an unchangeable part of platform work or modern life as such. Positive views and experiences were reported by individuals who may not necessarily favour companies tracking them, but who found ways to use the same data for their benefit. Interestingly, while the results are not identical for each country, we also do not find evidence of structural variation across countries.

9. Workers have a nuanced view on what data can be collected and how it should be used

Finally, the findings from focus groups with workers across the five countries show that they have nuanced views on platform companies' collection and use of their data. Of foremost importance appear to be transparency and the limitation of data collection to what is necessary and to access to stored data. Within these boundaries, many of the workers interviewed seem to view the processing of their personal data acceptable. This finding suggests that data processing regulation through collective agreements that are acceptable to both platforms and workers should be possible.

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