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**INSUFFICIENT PROGRESS
IN PROTECTING WORK ON
DIGITAL PLATFORMS**

***FAIRWORK
SPAIN RATINGS
2025***

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Executive Summary

The platform economy is firmly established in Spain, although it is currently undergoing significant transformations. Its presence is not limited to the most well-known sectors, such as food delivery or ride-hailing. Platforms such as Livo (hospital nursing) and Cuideo (care for dependent persons) illustrate this diversification, demonstrating that the *platformisation* of work extends beyond male-dominated, low-skilled, or consumer-oriented sectors.

One of the most significant developments in the Spanish context has been Glovo's abandonment of the self-employment model and its transition — completed in July 2025 — to an employment-based model (not assessed in this report). This shift represents a victory for policies aimed at recognising the employee status of workers in the delivery sector, in line with Spanish legislation (the Rider Law or Ley Rider in Spanish) and the EU Directive on Platform Work. For the first time, most platform-based delivery activity in Spain operates under an employment-based model. Apart from Uber Eats, which continues to rely on self-employed workers at the time of writing in October 2025, the sector has undergone a significant process of regularisation, producing positive effects for worker protection. The recognition of employee status has led to tangible progress, such as the establishment of Glovo's first works council for delivery workers, and has consolidated processes already initiated in platforms such as Just Eat, which has long-standing representative bodies and a collective agreement, signed in 2021 and renewed in 2025. However, this process of recognising employee status has limitations. Glovo, for instance, has not directly incorporated its entire former workforce, instead relying on outsourcing through delivery fleets. This practice often entails poorer working conditions, including lower wages, less favourable

collective agreements, weaker union presence, and so forth. Other challenges persist in the sector, such as low pay, involuntary part-time employment, and a lack of algorithmic transparency.

A similar phenomenon can be observed in the ride-hailing sector. The sector is predominantly structured around an employment-based model, although employment contracts are channelled through companies holding private hire vehicle licences (VTC in the Spanish context), often linked to platforms such as Cabify and Uber, rather than by the platforms themselves. The recognition of employee status allows drivers to access protective mechanisms and employees' collective rights. However, the outsourcing of vehicle and driver management to VTC companies weakens the effectiveness of these advances, since digital platforms — whose activities have a significant impact on working conditions in the sector — remain outside these regulatory mechanisms. The sector also continues to face challenges relating to the measurement of working time, low wages, variable remuneration systems tied to revenue generation, and the lack of transparency in algorithmic management.

In sectors such as care services (Cuideo) and nursing (Livo), which are largely employment-based, platforms function as intermediaries or placement

agencies, handling personnel selection, social security registration and deregistration, and payroll, while leaving the responsibility for hiring to families or hospitals, without assuming any role as employers. This arrangement creates gaps in occupational health and safety, the exercise of collective rights, data transparency, and the establishment of effective communication channels. The presence of digital platforms in these sectors does not appear to contribute significantly to improve job quality. In other areas of the platform economy that continue to rely on self-employment, such as Taskrabbit in the home-repairs and moving sector, the structural limitations of the self-employment model persist, offering fewer guarantees and rights than employment-based work. Overall, the transition to an employment-based model is a necessary but insufficient condition to ensure fair work in the platform economy.

This report, the second undertaken by Fairwork Spain, evaluates seven platforms against the five Fairwork principles of fair work¹:

- **Fair pay:** Four platforms (Just Eat, Cabify, Uber, and Livo) pay above the statutory minimum wage (€16,576 per year in 2025, equivalent to €9.26 gross per hour). Livo stands out for also exceeding the estimated living wage (€10.6/hour), with pay reaching

up to €42/hour in specific cases². However, most platforms do not guarantee adequate earnings once work-related costs and unpaid time are accounted for, forcing many workers to extend their working hours or take on multiple jobs.

- **Fair conditions:** Only Just Eat attains a full score, providing robust occupational health and safety policies, training, and equipment provision at no cost to the workers, as well as comprehensive social protections, including fully paid sick leave. In other cases, particularly among self-employed or outsourced/subcontracted workers, there is insufficient evidence that systematic policies are available or consistently implemented, as observed in the VTC sector.
- **Fair contracts:** Only Just Eat and Livo receive points under this principle, as they could show evidence that they offer transparent contracts that are compliant with legislation. In the remaining cases, insufficient empirical evidence was found to confirm that all requirements of this principle were met.
- **Fair management:** Only Just Eat and Cabify partially meet this principle, by showing proof of pro-

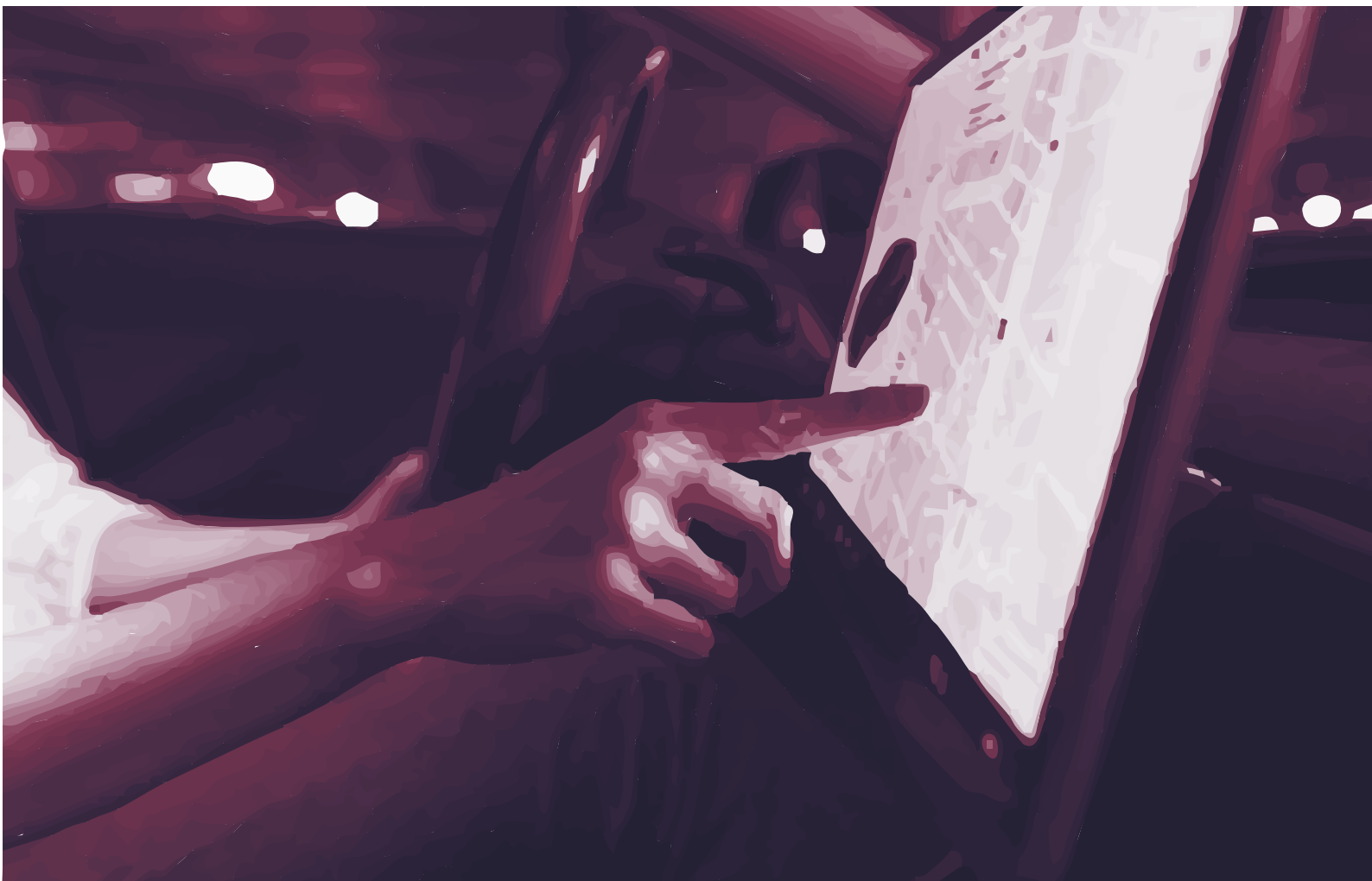


viding effective channels for dialogue and grievance procedures. However, no platform achieves a full score due to the absence of clear evidence on the implementation of systematic equality and non-discrimination policies, even though no active discriminatory practices were identified.

- **Fair representation:** Cabify, Uber, and Just Eat enable the effective exercise of collective rights. In the cases of Cabify and Uber, this is facilitated through the VTC companies. Just Eat stands out for having signed collective agreements and maintaining a well-established trade-union representation structure. For the remaining

platforms, no sufficient evidence of robust mechanisms for worker representation could be found.

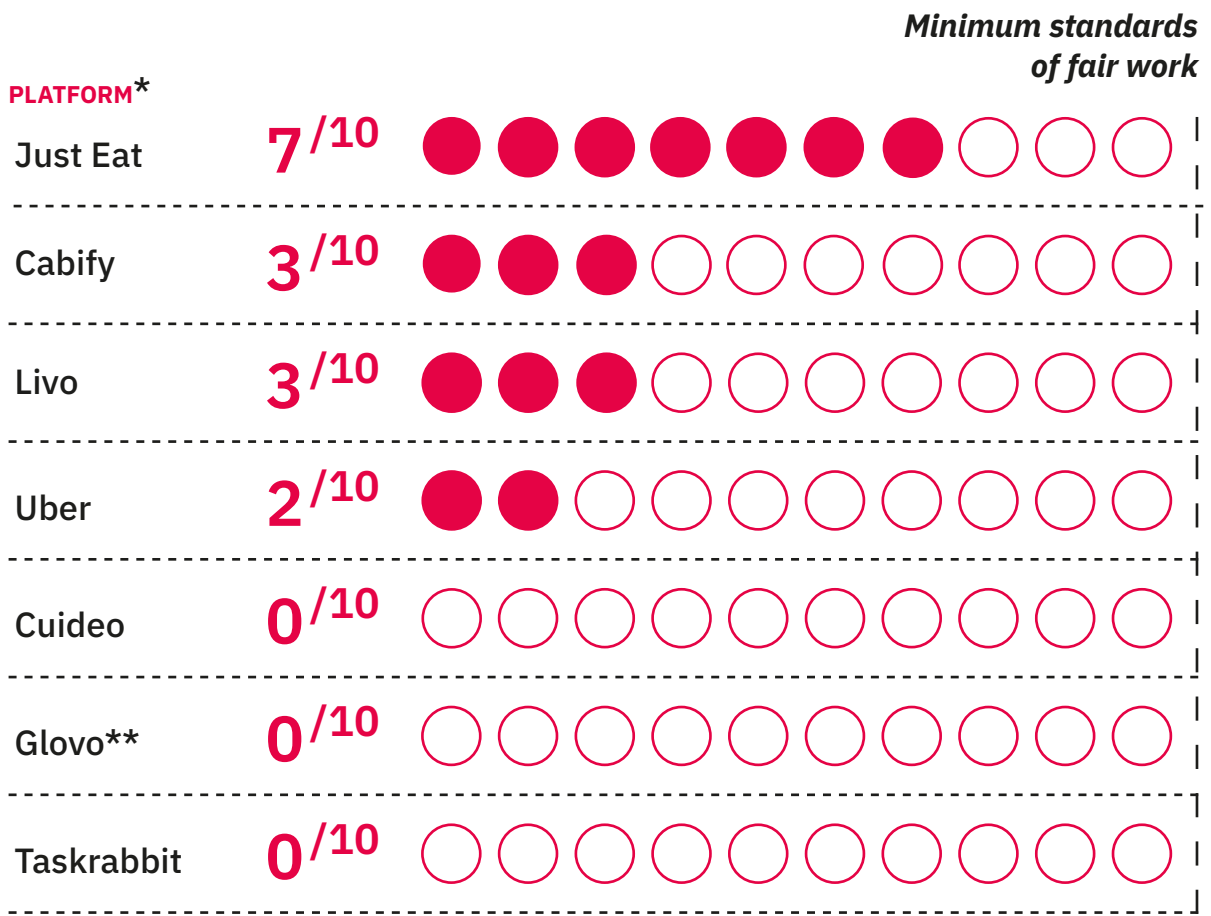
In summary, the Spanish context reflects significant progress in the transition toward an employment-based model of platform work. However, structural challenges persist, including the outsourcing or subcontracting of work management, the fragmentation of employer responsibilities, low wages, and algorithmic opacity. While formalization under an employment-based model is necessary, it represents only a starting point for establishing fairer employment relationships within the platform economy.





SCORES

FAIRWORK SPAIN 2025



(*) The definition of a “digital labour platform” for the purposes of this report is provided in Appendix I. The scores presented refer exclusively to the working conditions of individuals whose work is directly mediated through the applications of these digital platforms (including delivery workers, drivers, nurses, caregivers, and others). Accordingly, platform management staff are not included.

(**) The fieldwork for this report was carried out prior to Glovo’s completion of the implementation of a new employment-based model for delivery workers. According to Glovo, since July 1, 2025, it has no longer been possible to work as a self-employed worker on the platform. This report assesses the working conditions associated with the platform’s “self-employed model”, not the newly implemented employment model.

**The breakdown of scores
for each platform is available at
www.fair.work/spain**

KEY FINDINGS



FAIR PAY

Four of the seven companies assessed (Cabify, Just Eat, Livo, and Uber) provided evidence that they pay wages above the Spanish minimum wage in 2025 (€9.26 gross per hour). All four engage workers as employees (either directly or through subcontracted companies). Most workers are covered by sectoral or company-level collective agreements. Our assessment takes into account the actual time worked — including waiting periods between tasks, time spent online attending to users, vehicle maintenance, etc. — as well as any financial costs borne by workers (particularly self-employed workers) to carry out their tasks.

Regarding the living wage (estimated at €10.6/hour gross in 2025), only Livo — operating in the highly regulated and skilled sector of hospital nursing — pays wages above this threshold. Overall, wages in the Spanish platform economy remain low, even on platforms that meet the minimum wage. Nonetheless, recent increases in the Spanish minimum wage (SMI) have slightly improved workers' purchasing power.



FAIR CONDITIONS

Only Just Eat achieves the maximum score in this category, demonstrating an effective occupational health and safety policy. This policy includes training in risk prevention, provision of protective equipment at no cost to workers, emergency support services, and measures to minimize the economic impact of workplace accidents or occupational diseases. Just Eat also recognises the majority of its delivery workers as employees, remunerated on the basis of hours worked, and provides them with access to Spanish social protection (Social Security, mutual insurance companies) while avoiding potential risks associated with certain payment systems (per service, per revenue volume, etc.).

For the other platforms, there was insufficient evidence of either systematic and effective occupational health and safety policies (particularly among platforms engaging self-employed workers) or that policies contained in collective agreements are effectively applied by all partners or subcontractors (a recurring situation where platforms are not the direct employer).

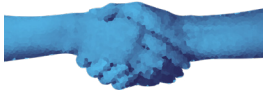


FAIR CONTRACTS

Only Just Eat and Livo score points under this principle. Both provide employment contracts where working conditions, data-protection provisions, and the parties involved are clearly defined, transparent, and compliant with Spanish labour legislation. Other platforms, although they provide contracts or terms and conditions that meet

many of these requirements, did not receive points due to a lack of evidence that contracts or terms and conditions consistently comply with the legal framework.

None of the analysed platforms obtained the second point under this principle, as insufficient evidence was provided to confirm compliance with all required criteria.



FAIR MANAGEMENT

Only Just Eat and Cabify scored under this principle, demonstrating that they ensure a fair and adequate process for decisions affecting workers, providing human channels for dialogue and grievance procedures free from retaliation. While most platforms provide some form of communication channel enabling workers to interact with human representatives, there is insufficient evidence that these mechanisms can effectively resolve disputes or appeal disciplinary measures.

Regarding ensuring fairness in management, no platform obtained the second point, even though all platforms have initiatives promoting equal treatment and no active discriminatory practices were detected. In most cases, it could not be proven that a systematic policy to identify and correct discriminatory situations affecting certain groups is in place, though some platforms appear to be introducing changes in this area.



FAIR REPRESENTATION

Only Cabify, Just Eat, and Uber could evidence that they guarantee worker representation and freedom of association. In the cases of Cabify and Uber, workers are not directly employed by the platforms but by companies holding private hire vehicle licences (VTC in the Spanish context) that act as partners. Through these companies, drivers primarily exercise collective bargaining and representation rights under sectoral and company-level collective agreements, as well as through works councils in the largest VTC companies.

Just Eat directly employs its delivery workers and has consistently demonstrated a longstanding commitment to social dialogue and collective rights. The platform has signed a company-level collective agreement (renewed in 2025) with Spanish major trade unions, maintains over twenty representative bodies (works councils or staff delegate), and counts around one hundred representatives performing workers' representation duties. This sustained commitment has allowed Just Eat to obtain the full two points for this principle.

For the remaining platforms, some employing workers and others engaging them as self-employed, compliance with this principle could not be verified.

EDITORIAL

Insufficient Progress in Protecting Work on Digital Platforms

The platform economy is firmly established in Spain but remains far from static. As in many other countries, the platformisation of work continues to expand, entering new sectors (such as hospital nursing services) and consolidating its presence in others (such as care services for dependent persons). Both cases are addressed in this report through the platforms Livo (nursing sector) and Cuideo (care sector), which demonstrate that digital-platform activity in Spain is not limited to male-dominated sectors, low-skilled occupations, or consumer-facing services. Indeed, one might argue that the expansion of platformisation — or at least certain key features, such as the use of algorithms to allocate, oversee, and deploy the labour force — is no longer confined to digital platforms, but is increasingly extending to traditional companies and sectors.

Among the most significant developments observed in the Spanish platform economy is the announcement by Glovo — a large food delivery-platform in Spain — of the abandonment of its business model based on self-employed workers and its transition, completed in July 2025, to a model that recognises the employment status of its delivery workers. This development represents a victory for those advocating the recognition of workers' employment status as a means to improve working conditions in the platform economy. Four years after the entry into force of the Rider Law, it can be affirmed that, for the first time, most delivery-platform activity carried

out by digital delivery platforms in Spain adheres to the principle of employment promoted both by Spanish legislation (the aforementioned Rider Law) and by European legislation (the Platform Work Directive, still pending transposition in Spain). At the time of writing this report in October 2025, only Uber Eats continues to rely on self-employed workers, a situation that has not gone unnoticed by the Labour Inspectorate³.

From the standpoint of worker protection in digital delivery platforms, the current scenario is markedly more favourable. Recognition of employee status does not resolve all challenges faced by work-



ers, but it does provide tools to improve conditions. For example, recognition of Glovo's delivery workers as employees has enabled the creation of the platform's first works council in Pamplona⁴ — likely the first of several. Just Eat, which has operated under an employment model for several years, already maintains around twenty worker's representative bodies and a company-level collective agreement, signed with major Spanish trade unions in 2021 and renewed in 2025.

IF GLOVO AND OTHER PLATFORMS CONTINUE TO ADHERE TO AN EMPLOYMENT-BASED MODEL, AS REQUIRED UNDER SPAIN'S CURRENT LEGAL FRAMEWORK, WORKING CONDITIONS CAN BE EXPECTED TO IMPROVE IN THE MEDIUM TERM.

However, recognising the employee status in digital delivery platforms does not in itself resolve all underlying issues. Glovo, for instance, has not absorbed all its former self-employed, as would have been desirable. Despite hiring around 14,000 delivery workers, in July 2025 a report highlighted that the platform also relies on subcontracting through delivery fleets⁵. Some of these practices have been denounced by trade unions as unlawful assignment of workers⁶, where employees are formally hired by one company but effectively work under the direction and control of another — an arrangement prohibited under Spanish labour law. Even when legally compliant, subcontracting generally leads to a deterioration in working conditions.

Beyond the platform economy, as evidenced in various academic studies⁷, subcontractors frequently apply their workers with

less favourable sectoral or company-level collective agreements — in terms of wages, working hours, leave entitlements, career development opportunities, etc. — than those of principal companies. As these studies point out, subcontractors also tend to have weaker union presence (due to the sectors in which they operate, their smaller size, higher staff turnover, etc.), limiting effective collective bargaining. The result, in many cases, is the application of collective agreements negotiated by worker representatives from positions of relative weakness — or, in some cases, the absence of any collective agreement — which has a direct impact on the labour costs of the principal companies. At the same time, outsourcing workforce management to third party companies grants principal firms greater flexibility in the use of labour, while significantly limiting the responsibilities they bear toward these workers (without, however, relinquishing their capacity to influence, directly or indirectly, the activities of the subcontracted workforce)⁸. Both within and beyond the platform economy, subcontracting is frequently used not to obtain specialised services that are peripheral to its core activity, but to dilute employer responsibilities and to reduce labour costs, often to the detriment of workers⁹. In this regard, major Spanish trade unions and the Spanish Ministry of Labour have expressed concern over the persistence of subcontracting in the delivery sector¹⁰, alongside other ongoing problems, such as low pay, part-time employment, and limited algorithmic transparency¹¹.

Similar challenges have been observed in another major sector of the Spanish platform economy: ride-hailing, or the VTC sector¹². Employment relationships here are largely formalised, although hiring is conducted not directly by the digital platforms (Cabify and Uber in our study) but by VTC licences-holding companies — many of which are owned or partly owned by major digital platforms, which manage both fleets and drivers¹³.

**THE EXPANSION OF
EMPLOYMENT-BASED
ARRANGEMENTS IN THE VTC
SECTOR, EVEN WHEN NOT
IMPLEMENTED DIRECTLY
THROUGH THE PLATFORMS,
HAS ENABLED DRIVERS TO
ACCESS THE PROTECTIONS AND
SAFEGUARDS ASSOCIATED WITH
EMPLOYEE STATUS, INCLUDING
THE EXERCISE OF COLLECTIVE
RIGHTS.**

In major cities where these transport platforms operate, working conditions are regulated by sectoral collective agreements signed by unions (albeit sometimes without the participation of major unions) and VTC employer associations, allowing greater oversight and standardisation of employment relations, contributing to a more consistent alignment of working conditions for employees and competitive conditions for companies.

However, significant challenges remain. Outsourcing of drivers to VTC companies obscures the platforms' influence on working conditions and employment in the sector, potentially weakening the effectiveness of collective bargaining and occupational health and safety policies¹⁴. Persistent problems include the accurate measurement of working hours, low wages, variable pay systems linked to revenue and limited algorithmic transparency.

Another challenge is that recognition of the employment status of workers has not guaranteed compliance with the Fair Work principles in the care (Cuideo) or nursing (Livo) sectors. In both cases, dig-

ital platforms assume minimal employer responsibilities: families (Cuideo) or hospitals (Livo) are responsible for hiring. Platforms therefore operate in practice as a placement agency, selecting personnel based on client demand, handling social security registration and deregistration, and processing payroll; effectively functioning as outsourced HR department for very short-term employment relationships, particularly in nursing.

This intermediation blurs employer responsibilities and generates specific challenges. For example, the extremely short duration of Livo nurses' contracts (often one or two days) can potentially hinder the effective exercise of collective representation rights. Similarly, linking multiple consecutive shifts (either Livo shifts or combinations with other hospital employment) makes it difficult to verify full compliance with Fairwork health and safety requirements as outlined in Fairwork's second principle¹⁵. In the care sector (Cuideo), evidence of effective communication channels between workers and the platform, among other potential issues, remains insufficient. While digital platforms are not the root cause of precarious work in these sectors, their presence does not appear to improve working conditions.

These difficulties are also observed in platform sectors that still rely on self-employed workers (e.g., Taskrabbit in home repair services). Workers in such sectors face the inherent limitations of self-employment, which — despite recent reforms in Spain — provides fewer guarantees, benefits, and rights than employment-based work. We can conclude that while the expansion of employment-based models in Spain's platform economy is necessary, adherence to the principles of fair work cannot be guaranteed. Employment should be regarded as a starting point, not an endpoint, in the pursuit of more equitable employment relationships within the platform economy.

BACKGROUND

Digital Labour Platforms in Spain

The activity of the main digital labour platforms in Spain dates back to the first decades of the 21st century, in a context strongly shaped by the devastating effects of the 2008 financial crisis on the Spanish economy and society. Companies such as Just Eat (operating in Spain since 2010), Cabify (2011), Fiverr (2012), Freelancer.es (2012), Uber (2014), Helpling (2014), Topnanny (2014), Deliveroo (2015), Glovo (2015), Uber Eats (2015), Clintu (2015), Stuart (2015), Upwork (2015), Workana (2015), Joyners (2016) and Cuideo (2016) – until then unknown to most of the population – rapidly, and sometimes only briefly, became part of the landscape of Spain’s main cities. Since then, the proliferation of labour platforms has been constant: of the 517 digital labour platforms active in the EU-27 in 2021, 226 operated in Spain¹⁶. Spanish society has thus gradually become accustomed to the presence of these companies – ‘platforms’ – which have claimed to bring with them seemingly innovative organisational models. These models, positioned somewhere between traditional firms and market mechanisms, and heavily mediated by digital technologies, have driven a profound transformation of consumption habits and of the ways in which labour is mobilised.

Although it is difficult to precisely measure the impact of labour platforms, available estimates for Spain suggest that this is a consolidated phenomenon whose presence is far from merely circumstantial. According to the results of the European Commission’s COLLEEM I survey (2017), 12.2% of the adult population in Spain had at some point earned income through digital labour platforms¹⁷. This percentage rose to 18.5% in the COLLEEM II survey¹⁸. Later, the study conducted to support the discussion of the new EU Platform Work Directive¹⁹ estimated that there were slightly more than 4 million people in Spain (13% of the population aged 16–65) working in the platform economy on a regular basis (more than once a month), 28% of whom had platforms as their main source of income²⁰. These figures position Spain as

one of the European economies most exposed to the labour market penetration of digital platforms.

This penetration is particularly visible in sectors such as parcel and food delivery, ride hailing, household services, and the cleaning and care sectors in which platforms have concentrated their activity since their establishment in Spain²¹. However, the continued centrality of these sectors within Spain’s platform economy does not negate its growing diversification or the expansion of the model into other types of activities. In recent years, Spain has witnessed the emergence of new platforms focused on education and tutoring (Superprof, Tusclasesparticulares, Gostudent, among others), psychological care (Therapyside, Psicologoplus, among others), nursing and healthcare services,

both for households (Sanidae) and health-care institutions (Livo, Galeneo), legal services (Legalpigeon, Sustituciones, among others), and freight transport (Wetransnet), among others.

At the same time, within the “traditional” sectors of the platform economy, activities such as care for dependent persons have grown significantly. It can therefore be said that the presence of the platform economy in Spain is firmly consolidated, despite its apparent “volatility”. The specific actors of the platform economy often change rapidly in sectors marked by intense competition and narrow profit margins, where economies of scale and the containment of labour costs

are key components of competitive strategies. Platforms may come and go quickly, but the model they promote – and its effects – persist.

It is therefore unsurprising that, in Spain, the effects of the *platformisation of work* soon attracted the attention of numerous actors and institutions. Many platforms’ reliance on self-employment as the main channel for mobilising labour, combined with algorithmic management enabling effective remote oversight of formally independent workers, and their refusal to be recognised as direct “employers” of that labour, posed a significant challenge to the world of work that could hardly go unnoticed.



THE LEGAL CONTEXT

Multilevel Legal Protection of Workers' Rights. EU Directive and the Spanish National Law

The legal framework governing platform work is defined by international, European, and national legal sources. It operates through a multilevel interaction aimed at enhancing working conditions and ensuring the effective protection of labour rights throughout the global platform work supply chain. This interaction requires national legal systems to adapt in accordance with supranational norms. A central interpretative issue concerns the scope of discretion afforded to Member States (Spain, in this context) in ratifying international instruments and transposing the provisions of EU Treaties and Directives into national law.

International and European level

At international level, a proposed International Convention of Platform Work²² is under consideration. It seeks to establish a binding global framework regulating platform-based labour, ensuring minimum labour standards, protecting workers' rights, and enhancing the accountability of digital platforms across jurisdictions. The Convention aims to reinforce the ILO's Decent Work standards, as set forth in the ILO Declaration on Fundamental Principles and Rights at Work (1998, amended 2022), particularly with regard to freedom of association and the effective recognition of collective bargaining rights, the elimination of discrimination in employment and occupation, and the provision of a safe and healthy working environment. While the application of these fundamental ILO standards to platform

work has presented significant challenges, as noted in recent ILO reports²³, they remain the normative foundation for safeguarding core labour rights in a global context.

At the European level, the principal legal instruments are Directive (EU) 2019/1152 on transparent and predictable working conditions, and Directive (EU) 2024/2831 on improving working conditions in platform work²⁴. The central legal issue concerns the transposition of these Directives into national law and the legislative amendments required to align national legislation with the European legal framework. Pursuant to the principle of the primacy of EU law, Directives are binding and produce direct vertical effect within the national legal order from their date of entry into force. The principal elements of the European regulatory framework requiring amendment or implementation within the Spanish legal order are as follows.

Directive 2024/2831 establishes a harmonised regulatory framework for platform work, built upon two foundational elements: the legal presumption of an employment relationship for all persons performing platform work, and the regulation of algorithmic management. In implementing these provisions, Member States, including Spain, are required to adopt clear rules on the scope of application, transparency obligations, and disclosure obligations imposed on digital labour platforms.

The Directive introduces a legal presumption of employment, grounded in the factual circumstances under which platform work is performed (Article 4-2)²⁵ where facts indicating direction and control are found (Article 5)²⁶. This presumption applies broadly to all individuals engaged in platform work, extending beyond the limited scope previously recognised under Spanish law, which applied exclusively to delivery service workers. Moreover, pursuant to Article 2 of the Directive²⁷, a distinction is drawn between: a “person performing platform work”, defined as any individual working via a digital platform, regardless of the legal classification or contractual designation of the relationship; and a “platform worker”, defined as a person who has, or is deemed to have, an employment relationship, as determined by national law, collective agreements, or established practice, in accordance with EU case-law. The first category is broader and encompasses the second, with “the platform worker” constituting a specific case of “persons performing work through platform”. The legal presumption, under Article 5, applies specifically to the former — that is, the contractual relationship between the platform and the individual performing the work. Accordingly, Spanish legislation must formally recognise and apply this presumption to persons performing work via

digital platforms, regardless of their current employment status, in line with the Directive’s requirements.

THE DIRECTIVE FURTHER ADDRESSES THE PROTECTION OF DATA RIGHTS, THE STRENGTHENING OF COLLECTIVE LABOUR RIGHTS, AND THE ENHANCEMENT OF ENFORCEMENT MECHANISMS.

Provisions on algorithmic management safeguard both individual and collective rights to information, including via works councils. EU legal rules, including the GDPR and the Platform Work Directive, that regulate algorithmic outputs affecting working conditions and establish individual and collective rights, must be harmonised with national law.

Regarding individual rights to information and transparency, Article 22 GDPR requires platform operators to inform individuals — regardless of their employment status, whether employees or persons performing platform work — of decisions based on fully automated processing, including profiling, made without human intervention. Pursuant to Article 6 GDPR, the use, purpose, and methodology of algorithmic and automated decision-making systems must be transparent. Articles 13(2) (f), 14(2) (g), and 15(1) (h) GDPR confer the right to be informed about the existence of such decision-making, as well as its logic, significance, and consequences. Human intervention must be meaningful, exercised by a competent authority, and not limited to mere confirmation of algorithmic outputs, which would still constitute fully automated decision-making, under Arti-

cle 22(1) GDPR. The processing of personal data through automated systems is subject to specific restrictions, including the obligation to conduct a Data Protection Impact Assessment (DPIA), in accordance with Article 35 GDPR.

FURTHERMORE, CONCERNING PERSONAL DATA PROTECTION, THE DIRECTIVE EXPRESSLY PROHIBITS THE PROCESSING OF SENSITIVE PERSONAL DATA BY AUTOMATED SYSTEMS WITH RESPECT TO ALL PERSONS PERFORMING PLATFORM WORK, AS DEFINED IN ARTICLE 2 (C) OF THE DIRECTIVE – THAT IS, NOT LIMITED TO EMPLOYED WORKERS – FROM THE COMMENCEMENT OF THE RECRUITMENT PROCESS AND THROUGHOUT THE DURATION OF THE EMPLOYMENT RELATIONSHIP.

This prohibition encompasses data relating to psychological state, private communications, or information revealing protected characteristics. It extends to any data used to infer or predict the exercise of fundamental rights. Specifically, processing of data disclosing racial or ethnic origin, migration status, political or religious beliefs, disabilities, health status, trade union membership, or biometric information is strictly forbidden.

With respect to collective rights to information, Article 13 of the Platform Work Directive requires workers' representatives be informed of any decisions introducing or substantially modifying automated monitoring or decision-making systems. Where no formal worker representatives exist, information must be provided directly to the affected platform workers. However, this provision may reveal a legal gap in information and consultation rights for self-employed persons or others not classified as employees, insofar as such rights are not extended to alternative forms of representation for persons performing platform work²⁸, where workplace representation remains limited to subordinate workers according to each national legal system.

A specific regulation concerns the oversight of automated decision-making systems and the corresponding rights to human review, both individual and collective, afforded to persons performing platform work, as defined in Article 2 (c) of the Directive – that is, not limited to subordinate (i.e. employed) workers.

Pursuant to Article 11 of the Platform Work Directive, persons performing platform work – including self-employed individuals – are entitled to a human review of any automated decision significantly affecting them. This includes the right to receive a clear oral or written explanation from a designated HR representative, in accordance with national law and practice. Such explanations must be transparent and intelligible, particularly when decisions restrict, suspend, or terminate a worker's account or contractual relationship. Workers' representatives – including other recognized representatives of persons performing platform work²⁹ – may request such reviews on behalf of affected individuals. The platform's response

must be written, specific, and adequately substantiated, although concerns persist regarding the adequacy of such explanations in the context of complex machine-learning algorithms. Moreover, under Article 10, platforms are required to maintain human oversight of automated systems and to conduct data protection impact assessments. Where a high risk of discrimination is identified, platforms must implement appropriate corrective measures, including modifying or discontinuing the system in question. Workers' representatives must be duly informed of both the assessments and the corrective measures taken. Finally, any adverse decision affecting a person's account or contractual relationship must be taken by a human decision-maker.

A final observation concerns the scope of the right to information and consultation of workers' representatives under Article 12 regarding health and safety at work. While the Directive mandates consultation on health and safety measures, its practical application may be limited where national frameworks restrict formal representation to subordinate workers, thereby excluding other persons performing platform work. Digital labour platforms are required, subject to national law, to assess and mitigate health and safety risks and adopt appropriate preventive measure, ensuring effective consultation and participation of platform workers' representatives.

National level

At the national level, Spain has not yet transposed the Directive (EU) 2019/1152 on transparent and predictable working conditions. The bill with amendments to the Workers' Statute has not been approved yet³⁰. The Plat-

form Work Directive also remains pending transposition (with the deadline ending on December 2, 2026).

The principal implementing statute is the Rider Law (Law 12/2021 of 28 September), effective since 30 September 2021. It amends the consolidated Workers' Statute³¹ and aims to safeguard the labour rights of individuals engaged in delivery work through digital platforms.

The Spanish Rider Law rests on two pillars: (1) a presumption of employment to address misclassification, limited to delivery and distribution platforms; and (2) collective rights, including the works councils' right to be informed on algorithmic management. It consists of a single article amending the consolidated text of the Workers' Statute as follows:

1. Article 64.4 d) requires works councils to be informed of the parameters, rules, and instructions of algorithms or AI systems affecting working conditions, employment access, maintenance, and profiling.
2. A Twenty-third Additional Provision³² establishes a presumption that delivery/distribution services performed via digital platforms constitute employment where the employer exercises control, including through algorithmic management, over platform work. This presumption does not affect Article 1.3 of the Statute. The law relies on Article 1's definition of subordinate employment, covering workers who "voluntarily provide paid services under the organization and direction of another, whether natural or legal, designated to as the employer or business owner".

The Ministry of Labour's guideline³³ clarifies the applicable legal provisions in two principal domains:

1. Individual rights: workers are entitled to be informed of fully automated decisions pursuant to Article 22 GDPR; the methods, and functioning of algorithmic and automated decision-making systems must be transparent in accordance with Article 6 GDPR; and workers must receive information concerning personal data and automated decisions affecting them (GDPR Articles 13.2 f, 14.2 g, 15.1h). Human intervention must be substantive and meaningful, not a mere formal confirmation of algorithmic outputs. Information provided must disclose the existence of automated decision-making, including profiling, and offer meaningful details on the logic, purpose, and anticipated consequences, enabling workers to understand the processing. According to the Spanish Data Protection Agency (AEPD), this requires compliance with proportionality, adequacy, and necessity principles. These obligations apply to all employers using algorithms or automated decision systems in recruitment, hiring, scheduling, task assignment, monitoring, promotion, wage setting, and termination, who must disclose relevant information on the system's use and impact on workers.
2. Collective rights: recognised workers' representatives have the right to be informed under Article 64.4 d). Such information must be provided in advance, periodically, and whenever algorithmic parameters or systems are modified.

The two principal distinctions concern the scope of individual and collective rights to transparency in the context of working conditions determined by automated or semi-automated decision-making systems, as well as the legal entity responsible for ensuring compliance with these obligations.

The obligation to inform individual workers applies only to fully automated decisions, including profiling, made with significant human intervention that affect workers' rights. This right does not extend to semi-automated decisions involving meaningful human involvement. Such intervention must be substantive, exercised by a competent authority based on a comprehensive assessment, not merely a confirmation of the algorithmic output. By contrast, collective rights under Article 64.4 d) of the Workers' Statute, as amended by the Rider Law, apply both to fully automated and semi-automated decisions. This obligation arises where algorithmic system influence decisions affecting working conditions, employment access, or job retention, regardless of the degree of human intervention. Therefore, even if algorithms only assist decision-making, the employers must inform the Works Council.

In addition, beyond the right to information for workers' representatives regarding algorithmic management, a broader interpretation of the legal framework supports extending collective rights — including consultation, negotiation, and oversight — in the context of algorithmic decision-making.

1. Consultation rights: works councils, trade unions, and recognized workers' representatives have the right to be consulted prior to implementing algorithmic systems that significantly affect working conditions or employment deci-

- sions. This includes: collective dismissals involving algorithmic selection (Art. 51, Workers' Statute), substantial modifications of working conditions (Article 41.4); geographical mobility decisions (Article 40.2), ERTes procedures (temporary suspension or reduction of working hours due to economic, technical, organizational, or force majeure reasons, Article 47), significant organizational or contractual changes (Article 65.4), and prior reports on management systems affecting working time, remuneration, incentive, and job classification (Article 64.5 f).
2. Collective bargaining and oversight: collective agreements may regulate algorithmic systems. For example, the Just Eat-CCOO/UGT agreement (17 December 2021) negotiated through the Intersec-
 - toral Mediation and Arbitration Service (SIMA), provides human oversight of algorithmic decisions, prohibits discriminatory use of personal data, and grants worker representatives access to a responsible human supervisor of such systems.
 3. Trade union rights and collective action: although national law does not explicitly recognize collective action rights related to algorithmic systems, a broader interpretation consistent with EU legal standards may justify extending trade union rights and strike protection to employees and, in certain cases, self-employed workers. The expanded interpretation strengthens the oversight of algorithmic decision-making by collective actors and reinforces procedural safeguards in employment relations.

THE FAIRWORK PROJECT

Towards Decent Labour Standards in the Platform Economy

Fairwork evaluates and ranks the working conditions of digital labour platforms. Our ratings are based on five principles that platforms should ensure in order to be considered to be offering basic minimum standards of fairness. We evaluate platforms annually against these principles to show not only what the platform economy is today, but also what it could be. The Fairwork ratings provide an independent perspective on labour conditions of platform work for policymakers, platform companies, workers, and consumers. Our goal is to show that better, and fairer, jobs are possible in the platform economy.

The Fairwork project is coordinated from the Oxford Internet Institute and the WZB Berlin Social Science Center. Our growing network of researchers currently rates platforms in 40 countries across 5 continents. In every country, Fairwork collaborates closely with workers, platforms, advocates and policymakers to promote a fairer future of platform work. In Spain, this research has been conducted by researchers from the Complutense University of Madrid and the University of Valladolid. The study has been funded by the Fundación Primero de Mayo.



FAIRWORK COUNTRIES

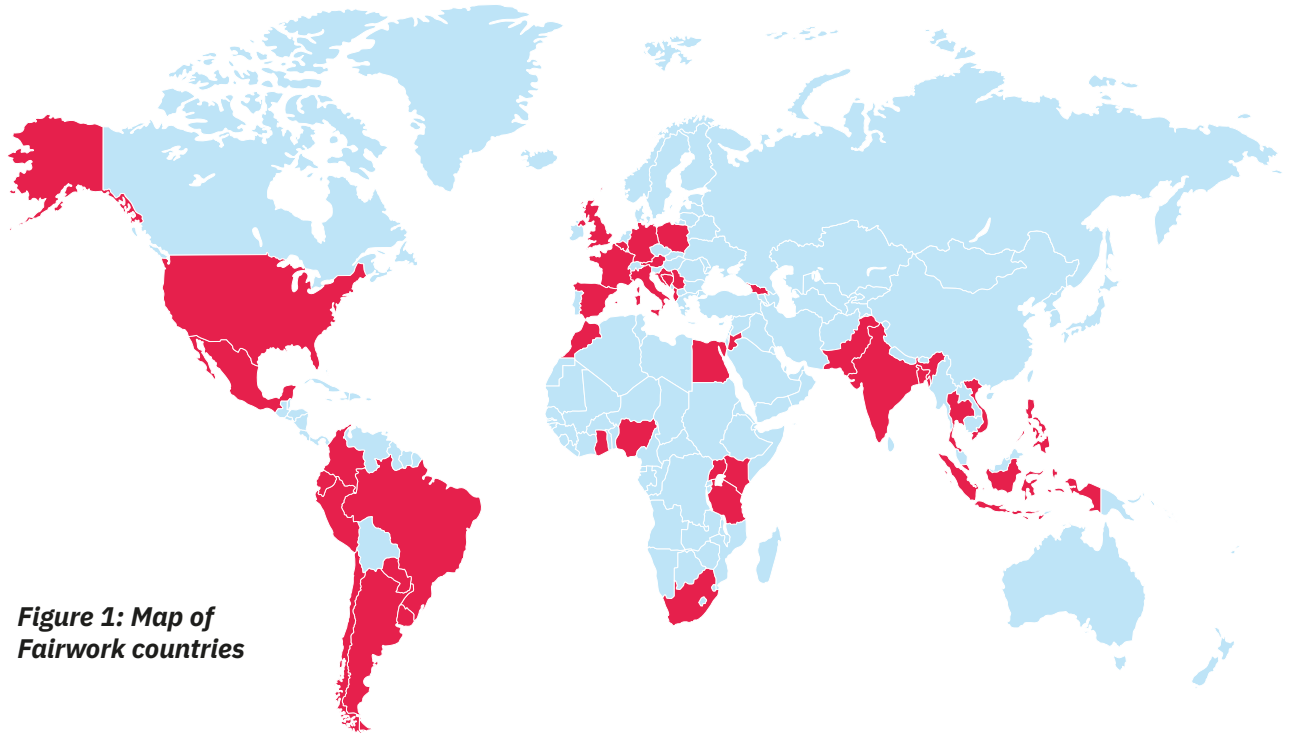


Figure 1: Map of Fairwork countries

AFRICA:

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

ASIA:

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

EUROPE:

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

SOUTH AMERICA:

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

NORTH AMERICA:

Mexico, US

The Fairwork Framework

Fairwork evaluates the working conditions of digital labour platforms and ranks them on how well they do. To do this, we use five principles that digital labour platforms should ensure to be considered as offering ‘fair work’. The five Fairwork principles were developed through multiple multi-stakeholder workshops at the International Labour Organisation, and many more workshops in various countries. In the years since then, the principles and their operationalisation have been further fine-tuned. Further details on the thresholds for each principle, and the criteria used to assess the collected evidence to score platforms, can be found in Appendix I.

STEP 1. The Five Principles

Fair Pay

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

Fair Conditions

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

Fair Contracts

Terms and conditions should be accessible, readable and comprehensible. The party contracting with the worker must be subject to local law and must be identified in the contract. Regardless of the workers’

employment status, the contract is free of clauses which unreasonably exclude liability on the part of the service user and/or the platform.

Fair Management

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

Fair Representation

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

prepared to cooperate and negotiate with them.

STEP 2. Methodology Overview

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

Desk research

Each annual Fairwork ratings cycle starts with desk research to map the range of platforms to be scored, identify points of contact with management, develop suitable interview guides and survey instruments, and design recruitment strategies to access workers. For each platform, we also gather and analyse a wide range

of documents including contracts, terms and conditions, published policies and procedures, as well as digital interfaces and website/app functionality. Desk research also flags up any publicly available information that could assist us in scoring different platforms, for instance the provision of particular services to workers, or the existence of past or ongoing disputes.

Once the list of platforms has been finalised, each platform is invited to participate in Fairwork's annual ranking study and provided with information about the process. For this report, seven platforms operating in Spain were identified and selected for the sample. In the selection process, we have taken into account the sector in which the platform operates (ensuring sufficient diversity) and its relevance within that sector (selecting platforms that hold a strategic position in the industry).

Platform evidence

The second method involves approaching platforms for evidence. Platform management is invited to submit evidence and discuss the platform's de-



gree of compliance with each of the Fairwork principles. Evidence may include published policies and/or standard operating procedures, public commitments, and website/app functionality. This evidence provides insights into the operation and business model of the platform, while also opening up a dialogue through which the platform could agree to implement changes based on the principles. In cases where platform managements do not agree to participate in the research, we limit our scoring to evidence obtained through desk research and worker interviews.

Worker interviews

The third method is interviewing platform workers directly. For this report, 56 interviews were conducted in Madrid (in the case of Livo platform workers, the interviews were conducted in Barcelona). These interviews do not aim to be a statistically representative set of experiences. Rather, they are worker case-studies to examine platforms' policies and practices in the field as they pertain to the Fairwork principles. Specifically, they seek to gain insight into how work is carried out, and how work processes are managed and experienced, on platforms. The interviews situate platform work in the careers of workers by understanding their motivation for entry into a platform, how long they envision undertaking work on the current platform before seeking an alternative either on another platform or in a different sector, and how their experience of platform work is shaped by their interaction with fellow workers and the external labour. These interviews also enable Fairwork researchers to see copies of the contracts issued to workers and to access the app interface, including payout and support screens. This method alerts the team to the presence of issues, but not the frequency or likelihood of their

occurrence. The worker interviews are semi-structured and make use of a series of questions relating to the 10 Fairwork (sub)principles. In order to qualify for the interviews, workers have to be over the age of 18 and have worked with the platform for at least three months. For this report, the interviews were conducted in Spanish.

Putting it all together

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

STEP 3. How we score?

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

The scoring involves a series of stages. First, the in-country team collates the evidence and assigns preliminary scores. The collated evidence is then sent to external reviewers for independent scoring. These reviewers are both members of the Fairwork teams in other countries, as well as members of the central Fairwork team.

Once the external reviewers have assigned their scoring, all reviewers meet to discuss the scores and decide final scoring. These scores, as well as the justification for them being awarded or not, are then passed to the platforms for review. Platforms are then given the opportunity to submit further evidence to earn points that they were initially not awarded. These scores then form the final annual scoring




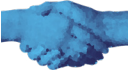

that is published in the annual country Fairwork reports.

Before the publication of this report, companies rated were given the opportunity to review and comment on the findings of this report. All responses are included in Appendix II.

Further details on the Fairwork Scoring System are in Appendix I.



Fairwork Spain Scores 2025 by Principle

PLATFORM*	 Principle 1 Fair Pay		 Principle 2 Fair Conditions		 Principle 3 Fair Contracts		 Principle 4 Fair Management		 Principle 5 Fair Representation		Total
	1.1	1.2	2.1	2.2	3.1	3.2	4.1	4.2	5.1	5.2	
	Just Eat	1	-	1	1	1	-	1	-	1	
Cabify	1	-	-	-	-	-	1	-	1	-	3
Livo	1	1	-	-	1	-	-	-	-	-	3
Uber	1	-	-	-	-	-	-	-	1	-	2
Cuideo	-	-	-	-	-	-	-	-	-	-	0
Glovo**	-	-	-	-	-	-	-	-	-	-	0
Taskrabbit	-	-	-	-	-	-	-	-	-	-	0

(*) The definition of a “digital labour platform” for the purposes of this report is provided in Appendix I. The scores presented refer exclusively to the working conditions of individuals whose work is directly mediated through the applications of these digital platforms (including delivery workers, drivers, nurses, caregivers, and others). Accordingly, platform management staff are not included.

(**) The fieldwork for this report was carried out prior to Glovo’s completion of the implementation of a new employment-based model for delivery workers. According to Glovo, since July 1, 2025, it has no longer been possible to work as a self-employed worker on the platform. This report assesses the working conditions associated with the platform’s “self-employed model”, not the newly implemented employment model.

More details on the scores
are available at:
www.fair.work/Spain

Explaining the Scores

in this second Fairwork report by the Spanish team, seven platforms have been analysed using the Fairwork project's methodology and principles. Five of the platforms were already examined in the first report published in 2024, and two are analysed here for the first time. For the second time, in the food delivery sector, the platforms Glovo and Just Eat were analysed; in the ride hailing sector, Uber and Cabify; and in the maintenance and moving services sector, Taskrabbit. The platforms Cuideo, in the home-based elderly care sector, and Livo, linked to the hospital nursing sector, have been studied for the first time.

Fair Pay

Four platforms were able to demonstrate that the people working through their applications earn more than the statutory minimum wage in Spain, which in 2025 stood at €16,576 gross per year (approximately €9.26 gross per hour). In the case of Just Eat, for 2025 the base salary of full-time couriers was set at €16,343 gross per year, plus a one-off payment of €335, resulting in total annual earnings of €16,678 gross (around €9.3 gross per hour). For Cabify and Uber, according to the collective agreement in force in the VTC sector in the Madrid region, full-time drivers receive €16,632 gross per year, corresponding to approximately €9.36 gross per hour (or €10.1 when bonuses for seniority over three months, quality, and overtime are taken into account). Collective agreements in other Autonomous Communities also set wage levels above the statutory minimum wage. The last of the platforms that has demonstrated compliance with the minimum wage and the applicable collective agreements is Livo, where standard shifts (not including special Livo bonuses) are generally paid around €17 gross/hour, rising to €27–29 for special, night, or holiday shifts, and up to €42 for urgent assign-

ments or in cases of acute staff shortages. The remaining platforms were unable to provide evidence that the gross hourly income earned – after deducting expenses and taking into account the actual working time devoted to the platform – meets or exceeds the minimum wage, and therefore did not obtain point 1.1 under this principle.

Only Livo was able to demonstrate that workers earn above the living wage (estimated at around €10.6 gross/hour)³⁴, since their average pay per hour is around €16 gross. For this reason, Livo received the second point 1.2 under this principle. None of the other six platforms provided evidence of exceeding this income threshold, and therefore did not obtain this second point.

In general terms, wages in the Spanish platform economy remain low, even in those platforms that meet the minimum wage threshold. Although recent increases in Spain's minimum wage have led to a slight improvement in the purchasing power of these workers, the sharp rise in the cost of living (housing, food, and other essentials) means that many workers must increase their working hours or engage in multiple jobs – both within and outside the platform

economy – in order to secure sufficient income to make a living.

Fair Conditions

ONLY ONE PLATFORM, JUST EAT, OBTAINED BOTH POINTS UNDER THIS PRINCIPLE, HAVING DEMONSTRATED THE EXISTENCE OF AN EFFECTIVE POLICY FOR THE PREVENTION AND REDUCTION OF HEALTH RISKS ASSOCIATED WITH WORK ACTIVITY.

The platform has developed a preventive policy that includes training and information on occupational risks, as well as protocols for adverse weather conditions. In addition, the company provides protective equipment at no cost to workers, maintains effective communication channels for reporting incidents, and applies an hourly payment system (rather than per delivery), which helps limit the promotion of risk-prone behaviour among couriers. The company also mitigates the financial impact of accidents through private insurance and complements sick leave payments so that workers receive 100% of their base salary during the period of absence. Despite all these positive measures, some workers nevertheless report very intense work rhythms during peak hours and limited rest periods. Moreover, the growing use of couriers working remotely – without nearby physical infrastructure provided by the company (i.e., without accessible ‘hubs’ for collecting or returning bicycles and other equipment, changing clothes, or resting) – may pose a challenge to ensuring adequate health

and safety protection for these workers. It should be noted, however, that Just Eat provides financial compensation to these remote couriers for the use of their own vehicles, while also supplying them with the rest of the necessary equipment to perform their tasks.

Just Eat also received the second point under this principle, having demonstrated that it provides its employees with significant social protection measures to ensure that they are not disadvantaged in the event of a work-related accident or illness. Specifically, the direct employment of Just Eat couriers as salaried workers guarantees their inclusion in the Spanish social protection system, granting them access to occupational health coverage, Social Security benefits for retirement, unemployment, maternity, medical leave, and workplace accidents, as well as to financial compensation during periods of incapacity. This public safety net is further complemented by Just Eat through additional measures, such as private accident insurance and a collectively agreed wage supplement, ensuring that workers receive 100% of their base salary during medical leave. The research conducted did not identify cases in which long-term sick leave resulted in sanctions or a deterioration of employment conditions, thereby confirming that the platform meets all the requirements of this principle.

For the remaining platforms analysed, we could not confirm the existence of effective and systematic occupational risk prevention policies (as is the case for most platforms that engage workers as self-employed), nor could we verify that the prevention and protection policies reportedly in place are effectively applied across all of their “partners” or “collaborating companies”. This latter situation was particularly evident in the ride hailing sector (VTC), where sectoral collective agreements include occupational risk prevention meas-

ures and where most drivers are employees with access to conventional social protection systems. In this sector, we indeed found that the main VTC companies acting as platform partners (for example, Vector in relation to Cabify) comply with the Fairwork requirements under this principle. However, it was not possible to verify that this compliance extends to all of the platforms' collaborating companies — particularly smaller ones — so the corresponding point could not be awarded.

Fair Contracts

ONLY TWO PLATFORMS – JUST EAT AND LIVO – OBTAINED ONE POINT UNDER THIS PRINCIPLE. BOTH PLATFORMS COULD EVIDENCE THAT THEY PROVIDE EMPLOYMENT CONTRACTS IN WHICH WORKING CONDITIONS, DATA PROTECTION, AND THE PARTIES INVOLVED ARE DEFINED IN A TRANSPARENT AND UNDERSTANDABLE MANNER, AND IN FULL COMPLIANCE WITH SPANISH LABOUR LAW.

Livo ensures that its terms and conditions, as well as its privacy policy, are easily accessible and clearly state that employment relationships are established directly between nurses and healthcare centres. These centres issue very short-term employment contracts (intended to cover temporary absences) which nevertheless comply with current Spanish legislation: the parties are properly identified, the doc-

uments are drafted in standard legal Spanish, they are available to workers, and they do not include clauses that undermine the legal framework. Based on the information collected, it is concluded that Livo meets the requirements of this principle.

In the case of Just Eat, the platform has also demonstrated compliance with the requirements of this principle. Its couriers are employed under permanent, part-time contracts that comply with Spanish legislation — including the “Rider Law” — and are governed by an up-to-date company-level collective agreement. These contracts, written in standard legal language and accessible to workers, clearly identify the parties and are subject to Spanish jurisdiction. In addition, the platform provides workers with detailed information on its website regarding contractual conditions and mechanisms for reporting non-compliance, which, together with the evidence gathered, confirms that the company meets all the requirements of this principle.

Other platforms — those that provide employment contracts and/or terms and conditions that meet many of the requirements of this principle — were not awarded points because we could not obtain sufficient empirical evidence to confirm compliance with all Fairwork criteria. Furthermore, none of the platforms analysed obtained the second point under this principle.

Fair Management

Only Just Eat and Cabify were able to score under this principle, demonstrating that they ensure a fair and adequate process for decisions affecting workers, providing human channels of communication with the platform and complaint mechanisms whose use does not entail sanctions or reprisals against workers.

The remaining platforms, although almost all have some form of communication channel allowing workers to interact with human representatives, did not provide sufficient empirical evidence to verify that these mechanisms are capable of effectively resolving the problems workers face, or of appealing sanctions or disciplinary measures.

Furthermore, with regard to ensuring fairness in management processes, no platform achieved the second point, despite all of them having positive initiatives that recognize and promote equal treatment and non-discrimination. During our fieldwork, no discriminatory practices were identified in any of the platforms. In most cases, however, we did not obtain sufficient empirical evidence of the implementation of a systematic policy for identifying and addressing situations of discrimination affecting specific population groups.

Fair Representation

**ONLY THREE PLATFORMS
(CABIFY, JUST EAT AND UBER)
HAVE DEMONSTRATED THAT
THEY ENSURE WORKERS'
REPRESENTATION AND FREEDOM
OF ASSOCIATION.**













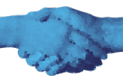







In the case of Cabify and Uber, neither platform directly employs the drivers who use their applications; rather, these drivers are employees of companies that own VTC licenses and act as “partners” of the platforms. It is through these companies that Cabify and Uber drivers can exercise their rights to representation and collective bargaining, with various sectoral and company-level collective agreements in place within the VTC sector, as well as works councils in the main companies.

In the case of Just Eat, the platform directly employs its delivery workers. For several years, the platform has publicly demonstrated its commitment to social dialogue and the collective rights of its workers. Evidence of this commitment includes the signing of two company-level collective agreements (the most recent in 2025) with the main trade unions in Spain, the existence of more than twenty worker representation bodies (works councils and/or staff delegates), and around one hundred individuals performing workers representative functions within these bodies. This sustained and public commitment has enabled the platform to obtain the full two points under this principle.

For the remaining platforms (which, in some cases, engage salaried workers and, in others, self-employed workers), compliance with the requirements of this principle could not be verified.

PLATFORM IN FOCUS

Livo

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

Livo's total score



The rapid growth of Livo Health S.A. since its foundation a couple of years ago illustrates how the platform economy is expanding in Spain into highly skilled sectors, such as nursing. Funded through the venture capital fund Yellow (created by the founders of Glovo with 30 million euros of capital), Livo was founded in 2023 and began operating in the metropolitan area of Barcelona, connecting nurses with healthcare centres that hire them³⁵. The following year, Nursea, a similar application, was created; in April 2025, it was acquired by Livo, thus becoming the

main digital platform for the management and mobilization of nursing personnel in Spain. The acquisition of Nursea led Livo to expand its activities to include Nursing Care Assistants (Técnicos en Cuidados Auxiliares de Enfermería, TCAEs), reaching by mid-2025 a network of 55,000 registered healthcare professionals and operating in 115 healthcare centres across several Spanish provinces. With an in-house staff of around 50 employees dedicated to platform management, Livo has expressed its intention to expand nationwide and consolidate its position in-

ternationally as a leading company in the digitalization of labour mobilization in the healthcare sector³⁶.

Livo's business model is structured around three main areas³⁷. First, it offers healthcare centres a digital tool for organizing and managing the work shifts of their own staff. Second, it advertises on its application long-term job offers, for which nurses can apply to be directly hired by healthcare centres. Finally, the third business area, which represents the core of Livo's activity, consists of posting short-term shifts (usually lasting one day) offered by healthcare centres — mostly private or privately managed public hospitals — and connecting nurses with these centres, which are responsible for hiring and remunerating them. The application's algorithm is designed to match job offers with nurses whose profiles best fit the requirements. Once nurses sign up and upload the required documentation (nursing license, degree, specialty, experience, etc.), Livo's internal team verifies that they meet the hospitals' requirements. The hospitals themselves formalize the

hiring process and provide the necessary guidance, uniforms, and equipment for the job.

The nursing sector in Spain, where Livo operates, has long been characterized by widespread temporary employment, precarious working conditions, and a severe shortage of personnel³⁸. In this context, Livo enables healthcare centres (both private and privately managed public institutions) to quickly recruit nurses to cover immediate staffing needs, while offering nurses access through the app to a broad range of job opportunities. However, while this technological tool helps address day-to-day staffing challenges in a sector under intense strain, various observers have warned that its emergence may also contribute to perpetuating and exacerbating the structural problems of the nursing profession³⁹. In Spain, there are 6.1 nurses per 1,000 inhabitants, compared to the EU average of 8.4. Although this wide gap can be partly explained by the much larger number of Nursing Care Assistants (TCAEs) working in Spain, the shortage of nurses has long



been one of the defining features of the Spanish healthcare system⁴⁰. This shortage is one of the main causes of the high care pressure and excessive workload faced by nurses, which in turn is one of the main reasons behind the widespread intention to leave the profession. According to a recent survey by the Ministry of Health, 16.9% of nurses plan to leave the profession within the next two years, and 39.4% within the next ten. Professional reasons are cited by 92.7% of nurses considering leaving, while 62.4% point to health problems or emotional reasons⁴¹. This situation is further aggravated by the significant number of Spanish-trained nurses who emigrate to countries offering better working and pay conditions. Although these outflows are partly offset by the arrival of a considerable number of foreign nurses coming to work in Spain, in recent years the number of departures has exceeded arrivals, resulting in a negative net migration balance of around 500 nurses per year⁴².

The shortage of nurses in Spain goes hand in hand with high job insecurity and temporary employment. Despite low unemployment and strong demand for nurses, temporary contracts, very short-term employment, and frequent rotation between departments are common features of the profession. In this context, Livo provides a digital tool that allows healthcare centres to quickly find staff to cover shifts. To attract workers, healthcare centres offer wage incentives, adjusting pay according to factors such as the urgency of the hire, type of service, day or night shifts, and weekends. Livo itself also offers economic bonuses, paid directly by the platform, through challenges that reward nurses for completing a certain number of shifts within a given period. Nurses who use the app report that these payments have gradually decreased as the platform has become more widely known and the number of users has increased.

This dynamic is intensifying another structural feature of the sector: the high turnover between departments. Although Spain officially recognizes six nursing specialties, only Obstetric and Gynecologic Nursing (Midwifery) is required for employment in its corresponding services nationwide. In contrast, Medical-Surgical Nursing, which corresponds to most hospital-based services (where more than 80% of nurses work), still lacks an approved training programme and available residency placements. Combined with tight staffing levels – often insufficient to meet demand – this leads to constant rotation between departments. This is not a situation created by Livo, but rather one that the platform’s digital matching system both facilitates and accelerates, offering an especially agile form of labour mobility while simultaneously contributing to the intensification of structural instability in the profession.

In Spain, temporary recruitment in the public healthcare system is carried out through a strictly regulated system of employment pools and merit-based lists, which makes this an area where Livo cannot operate. However, although around 75% of nurses in Spain work in the public sector, this does not mean that their contractual status is that of statutory personnel (a figure comparable in healthcare to that of civil servants in other areas of public administration). Since the 1997 Law 15/1997 introduced new forms of management within the National Health System, most new healthcare centres have been established under various legal formulas through which private companies provide public healthcare services. As a result, for nearly three decades, a growing proportion of healthcare staff – and particularly nursing staff – working in public healthcare have been doing so not through employment contracts directly with the public administration, but with private healthcare companies. These companies

are not bound by the public employment pool and merit system, and many of them are among Livo's main clients.

In this context, although Livo has been widely valued by both healthcare centres and nurses using the app, it has also been criticized for the flexible work model it promotes. Trade unions and professional associations have warned about the problems associated with frequent staff turnover, difficulties adapting to new healthcare environments, and the potential for increasing precarity of working conditions. These realities also pose risks for patient safety, particularly during the first shifts undertaken in healthcare services or facilities unfamiliar to the nurses⁴³. At the same time, Livo's operating model complicates the full exercise of collective labour rights recognized under Spanish law. Nurses working through Livo can, in principle, benefit from the advantages set out in collective bargaining agreements, but only while their employment contracts remain active — typically just one or two days. Many of the benefits enshrined in these agreements (such as enhanced protections in cases of temporary disability, paid leave, or training rights) apply only during the term of an active contract. In practice, there is a strong reason to assume that nurses working through Livo are unable to enjoy these protections. Similarly, it must be assumed that the short duration of employment contracts effectively limits

workers' participation and communication with representative bodies (such as works councils) and involvement in unions or professional associations. Constantly changing workplaces most likely makes it difficult to integrate into a stable work collective or engage in associative activities. Nurses working through Livo may exercise such rights in their main employment positions (outside of Livo), but it must be assumed that it is difficult in the workplaces where they perform shifts through the platform — which, in cases where Livo is their main source of employment, would amount to a de facto absence of collective labour rights.

THUS, WHILE LIVO HAS EMERGED AS A USEFUL DIGITAL TOOL ENABLING HEALTHCARE COMPANIES TO COPE WITH THE SEVERE SHORTAGE OF NURSES THAT CHARACTERIZES THE SECTOR, IT ALSO APPEARS TO BE CONTRIBUTING TO THE INTENSIFICATION OF THE PROFESSION'S STRUCTURAL PROBLEMS.

WORKERS' STORIES

Precarious work experience

Patricia, caregiver at Cuideo*

Patricia is 45 years old, from Guatemala, and has lived in Spain for almost 20 years. She works full time, and her salary is the main source of income for her household. With it, she supports her partner (who works part time) and her family in Guatemala. For several years, she worked with clients to whom the Cuideo platform connected her. These clients directly employed her, while the platform acted as an intermediary, managing and paying her wages. Previously, she had worked in private homes as a caregiver without a formal employment contract. She began working with Cuideo in order to obtain a contract and be able to contribute to the social security system. Recently, she stopped working with Cuideo because in her experience the support and communication she received from the platform had deteriorated significantly in recent times (longer response times, increasing difficulty reaching platform staff, dissatisfaction with the way the platform handled various incidents that arose during her work, etc.). As a result, she felt increasingly unprotected when facing any issue or problem with Cuideo's clients.

During her time with Cuideo, Patricia cared for several clients. At first, she worked as a live-in caregiver in a single household, with a 40-hour-per-week contract, but she had to be available 24 hours a day, had barely any rest, and was not paid for overtime. Later, she worked for several clients through the platform, completing 8 hours a day (4 hours with one client, 2 hours with another, and 2 hours with a third). Her net salary was about €1,100 per month (approximately €6.8 per hour). Her gross sala-

ry was roughly equivalent to the minimum wage in Spain, but she states that the travel time between clients was not remunerated. When Cuideo's clients hired her, they did so as a caregiver, but in practice they often required her to clean and cook as well, while she was paid the same rate in all cases and, in many instances, without the platform intervening to clarify these issues.

SHE DESCRIBES HER WORK AS A CAREGIVER/CLEANER/COOK AS EXHAUSTING, BOTH PHYSICALLY AND MENTALLY (HAVING TO LIFT HEAVY LOADS TO MOVE, BATHE, OR WASH ELDERLY AND/OR DEPENDENT PERSONS, DEALING WITH PEOPLE WITH DEMENTIA OR MENTAL HEALTH DISORDERS, ETC.). A FEW MONTHS AGO, SHE WAS ON MEDICAL LEAVE FOR THREE WEEKS DUE TO LOWER BACK PAIN.

She states that she has not received any occupational risk training from the platform. As is common in platform-based care work, Patricia has had no contact with trade unions over the years. She says she does not know of any workers' organization in the sector, and that there is no

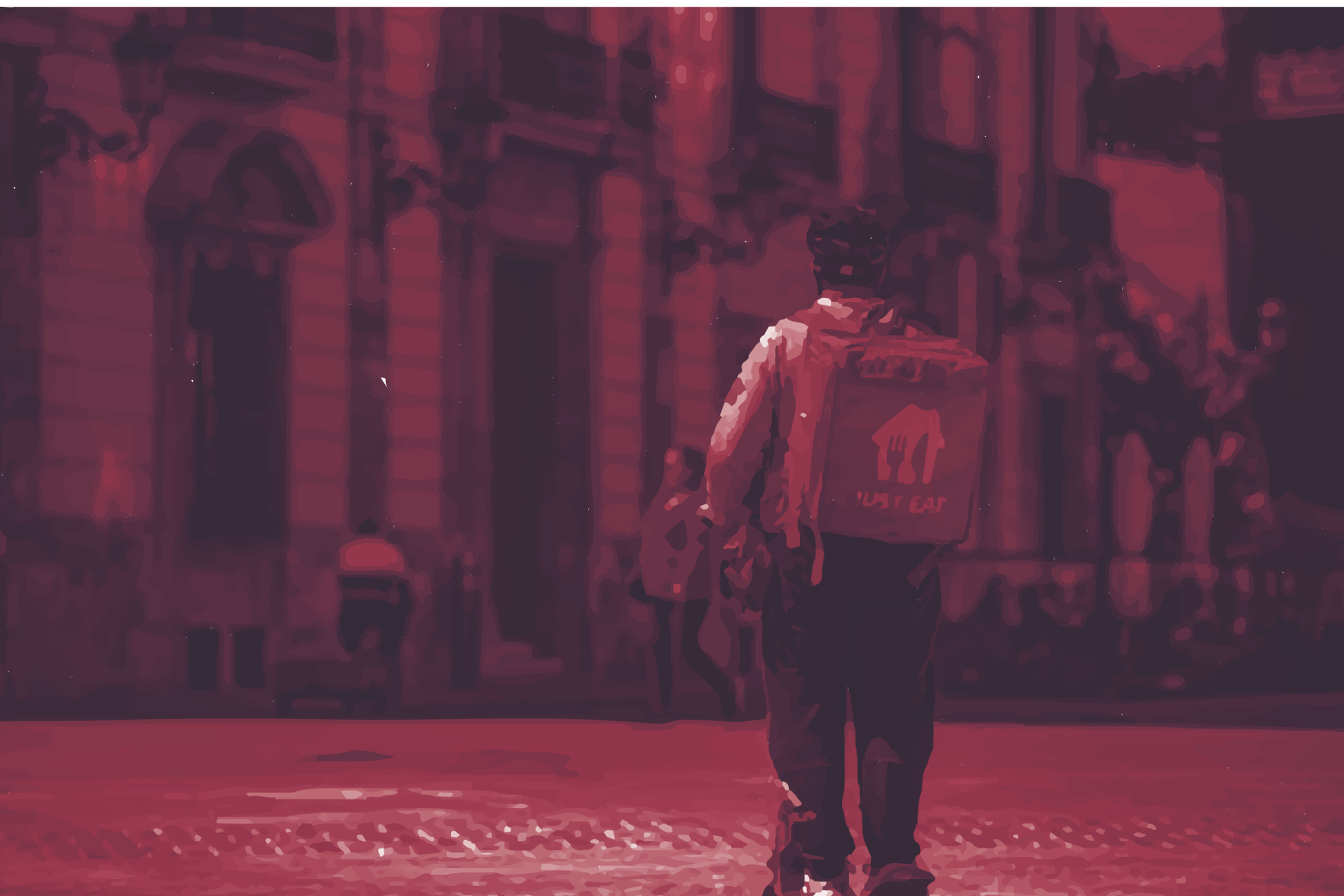
trade union representation at Cuideo. She also told us that there have been no worker strikes to date. Her main demand is that working hours and job tasks are clearly defined.

Jorge*, Glovo courier

Jorge is a 35-year-old man from Peru who has been living in Spain for several years. He lives in Madrid with his partner and their young child. His mother, who works as a live-in domestic worker, also lives with them. His family needs his income not only to get by in Spain but also to support his father, who is ill. When we interviewed him in April 2025, Jorge had worked for different delivery platforms, but mainly for Glovo. At first, he worked informally by subletting someone else's account in exchange for a share of his earnings. Later, he managed to register

as self-employed and obtain his own account, which allowed him to increase his income. He paid the minimum self-employed workers contribution to Spain's Social Security system, but he admitted that he did not really understand what this contribution covers. In his own words, his goal was to "make as much money as possible right now," so he did not pay much attention to social security contributions. He told us that there were weeks when he worked up to 70–80 hours per week and earned around €1,300 net, but he found it difficult to calculate all the expenses he had to cover himself (Glovo did not provide him any equipment or materials at that time).

Throughout this time, Jorge says he has been "lucky" to have had only one accident while cycling. At that moment, his main concern was whether the client would be left without their order or



whether Glovo would penalize him. He was unable to work for a week and he claims that he received no compensation. He was treated by the public healthcare system. For deliveries, he initially used Madrid's public bike-sharing system (Bicimad), but he had several incidents because the use of this service for delivery work was prohibited. After several years, he was finally able to buy an electric bicycle.

Although the number of hours he dedicated to the platform varied depending on demand and how the day went, he says that, on average, he worked 10–12 hours a day, Monday to Sunday. During low-demand periods, he might get only one order in an hour (meaning long waiting times that were not remunerated by the platform), while during high-demand periods — such as Champions League matches or rainy days — the pace could pick up, and he might receive two, three, four, or even five orders. Sometimes restaurants made him wait excessively, causing him to lose time without any significant increase in pay for that delivery. When incidents occurred that were not his fault but rather

due to the restaurant or the customer, he still lost time dealing with complaints. He felt that customer support did not assist him properly —he suspected that they were not even based in Spain and that sometimes he was speaking to a chatbot. He estimated that the waiting times, during which he was available but not actively working, represented about one-third of his total working time. He hardly ever rested on weekends, and the only vacation he had taken in recent years was a two-day trip to Barcelona with his partner.

Jorge says he was against the so-called “Rider Law,” but at the same time, he recognizes that “freedom was a double-edged sword”: he appreciated being able to choose when to work, but he would also have liked to have better pay, a higher minimum payment per order, and accident insurance. He took part in some riders' collective actions, especially when he was working with a subleased account, but later withdrew from collective mobilizations.

*** Names and personal details have been changed to protect workers' identities.**

THEME IN FOCUS

A Long Wait: The Predominance of an Employment-based Model in the Delivery Sector Four Years after the Approval of the Rider Law

The delivery sector has been one of the main drivers of social mobilization and regulatory change regarding the platform economy in Spain. Most food-delivery platforms (Deliveroo, Glovo, Stuart, and Uber Eats) began operating in Spain around 2015, classifying their couriers as self-employed workers. The only exception was Just Eat, present in Spain since 2010, which initially adopted a delivery model in which most riders were directly employed by restaurants or subcontracted through logistics companies (a model that would later evolve toward the direct employment of riders by the platform itself, with subcontracting playing a variable but declining role).

With the widespread rejection of “employment status” and the preference for self-employment as the main system for using labour, the delivery sector quickly became a paradigm of the risks that so-called *platformisation* posed for the world of work. The refusal to recognize an employment relationship significantly limited the obligations platforms had toward the people working for them, while also preventing the activation of the mechanisms, actors, and institutions that traditionally defend waged labour. From the outset, the activity of delivery platforms in Spain generated mounting mobilization (demonstrations, strikes, and collective actions) that questioned the suitability of assigning “self-employed” status to riders and advocated for their reclassification as employees. Alongside this mobilization, the num-

ber of complaints filed with the Labour Inspectorate and the Social Courts also grew, challenging the legal classification of riders as self-employed. Spanish courts initially issued conflicting rulings until, in September 2020, the Supreme Court intervened to unify doctrine (Judgment 805/2020), ruling that platforms, through their apps, effectively organized and directed the riders’ work⁴⁴. Riders were thus deemed employees under the authority of the platforms, with all the legal, social, and economic implications that this employment relationship entails.

Although the Supreme Court’s decision appeared to resolve the legal debate, subsequent developments revealed the persistence of complex and adaptive dynamics in platform labour regulation.

In an effort to retain their self-employment model, major platforms modified the operational design of their apps to remove key indicators of subordination identified by the Court, claiming that the ruling and the Labour Inspectorate's findings referred to an outdated model. To clarify riders' employment status definitively, the Ministry of Labour introduced a legislative reform — the so-called Rider Law — passed in 2021 with the support of Spain's leading employers' associations and trade unions, and the explicit opposition of all major delivery platforms except Just Eat⁴⁵. The law established a presumption of employment for delivery workers and mandated that works councils be informed about algorithmic decision-making processes affecting employment; a provision subsequently extended to all sectors⁴⁶.

THE RIDER LAW CAME INTO FORCE IN SEPTEMBER 2021; HOWEVER, IT WAS NOT UNTIL JULY 2025 — ALMOST FOUR YEARS LATER — THAT THE LAW BEGAN TO BE EFFECTIVELY IMPLEMENTED ACROSS MOST OF THE SECTOR.

Among digital delivery platforms, Just Eat (whose organizational model has never relied on self-employed workers) has been the only company to publicly support the Rider Law. It has also been the only platform that, throughout these four years, has continuously complied with the principle of employment status established by the law⁴⁷. The rest of the delivery platforms — led by Glovo — refused to apply the employment principle, arguing that the organizational

changes introduced into their self-employment model made it compatible with the provisions of the Rider Law⁴⁸. Trade unions, the Labour Inspectorate, and the Ministry of Labour, however, disagreed and maintained sustained pressure over the last four years to ensure that all platforms in the sector recognized the riders as employees.

The Labour Inspectorate continued to conduct inspections across these platforms, issuing numerous infringement reports as a result. These actions have led to the reclassification of thousands of “false self-employed” riders as employees⁴⁹, and to demands that platforms pay the social security contributions they had failed to make, along with the corresponding financial penalties provided for under Spanish law. For example, Glovo, with around 41,000 false self-employed workers regularized by May 2024⁵⁰, had accumulated by 2025, according to the Ministry of Labour, an estimated €265 million debt in unpaid social security contributions (a figure currently under appeal in court), in addition to other financial claims and administrative fines⁵¹. In 2023, the Spanish Government reformed Article 311 of the Penal Code to establish prison sentences of up to six years for those who “impose illegal conditions on their workers by hiring them under arrangements other than employment contracts, or who persist in such practices despite administrative sanctions”⁵². This reform directly targeted digital delivery platforms that continued to use (false) self-employed riders⁵³. Following this reform, and based on a report from the Labour Inspectorate, the Barcelona Public Prosecutor's Office filed criminal charges against Glovo in June 2024 for the continued use of false self-employment⁵⁴. The company's CEO — accused of an alleged offence against workers' rights⁵⁵ — was consequently summoned

to testify as a defendant before a Barcelona court⁵⁶. All these developments – along with the adoption of the EU Platform Work Directive (which also recognizes and promotes the presumption of employment), and the growing political, trade union, and public pressure – led Glovo to announce in December 2024 its decision to abandon its self-employment model and transition to a system based on the employment principle⁵⁷.

According to the company, the transition was completed in July 2025 and involved the direct hiring of approximately 14,000 riders, in addition to an undetermined number of subcontracted couriers working through so-called ‘fleets’⁵⁸. This shift marks a significant milestone for Spain’s platform economy: for the first time since the Rider Law was passed in 2021, the majority of delivery services provided by digital platforms in the country are performed under employment-based arrangements. Among the major delivery platforms, only Uber Eats – which represents about 20% of the market share – appears to still rely on a self-employment model, a situation that has not gone unnoticed by the Labour Inspectorate, which has already launched investigations⁵⁹. We are witnessing what appears to be a significant turning point in the process of protecting workers on digital delivery platforms. It represents a step forward in the effective recognition of the employment principle established by the Rider Law of 2021, which riders had been demanding since their first mobilizations in 2017. From the perspective of rights recognition and improvements in working conditions, employment status is not a magical solution, but it undoubtedly offers greater guarantees and protection than the self-employed status – especially when dealing with false self-employment or irregularly subleased accounts. The enforcement of labour law rights and contractual guarantees, the regulation of

working hours and minimum wages, the involvement of employers in occupational risk prevention and funding of mutual protection schemes, unemployment and pension benefits, and the recognition of collective rights (representation, collective bargaining, strike actions, etc.) associated with employee status constitute real improvements for platform workers that should not be underestimated. The establishment and generalization of a labour relations system in which delivery platform workers can exercise their collective rights (as already occurs on platforms such as Just Eat) is undoubtedly a starting point for improving working conditions, fostering fair business competition, and ensuring the medium-term sustainability of the sector.

However, the recognition of the employment status of Glovo riders has not eliminated all uncertainties and challenges facing the sector. On the one hand, employment is not always implemented through direct hiring by the platforms; instead, platforms rely to a greater or lesser extent on subcontracted companies (known in the sector as delivery ‘fleets’). Empirical evidence shows that subcontracting relationships – even if legal – often worsen working conditions in practice (lower union presence, less favourable collective agreements,



higher staff turnover, etc.) and somewhat blur the role of the main company in determining employment conditions⁶⁰. In Glovo's case, some of its subcontracting practices have also raised concerns among unions regarding their legality⁶¹.

On the other hand, the sector continues to be characterized, in general terms, by low wages (barely reaching the national minimum wage) and the concentration of activity in specific time slots, which promotes part-time contracts and highly flexible management of working hours to meet company needs and unexpected demand peaks. In practice, workers for whom platform work is the main source of income struggle to secure enough work to live decently, leading many riders to seek multiple jobs or even prefer the self-employed model, as it allows them to accumulate more hours, even at the cost of greater employment precariousness.

Finally, it is important to note that the sector in Spain includes a significant number of highly vulnerable workers, specifically immigrants. For many of these individuals, the sector functions as an entry point into the labour market, while they wait to access better-paid jobs — or, in some cases, to obtain a work permit when they are in an irregular administrative situation. The employment process, by eliminating the (irregular) market for subleased accounts that existed in the sector, poses a challenge for these migrant populations, who risk losing one of their main sources of income⁶². This fact does not call into question the need for, or the positive evaluation of the employment recognition process itself, but it highlights the need to approach labour reforms from a broader perspective, integrating labour policies with other initiatives — for example, in this case, the implementation of migrant regularization policies.

LOOKING TO THE FUTURE

Pathways of Change

Fairwork’s theory of change relies on a humanist belief in the power of empathy and knowledge. If they have the economic means to choose, many consumers will be discerning about the platform services they use. Our yearly ratings give consumers the ability to choose the highest scoring platform operating in a sector, thus contributing to pressure on platforms to improve their working conditions and their scores. In this way, we leverage consumer solidarity with workers’ allies in the fight for fairer working conditions. Beyond individual consumer choices, our scores can help inform the procurement, investment and partnership policies of large organisations. They can serve as a reference for institutions and companies who want to ensure they are supporting fair labour practices.

This is the second round of Fairwork ratings for Spain, and we are seeing increasing influence and impact of Fairwork’s endeavours in Spain. The scores in this report rely on data collected using the Fairwork Framework as described in an earlier section. Following desk research, the Fairwork Spain team conducted 56 interviews with workers working on seven platforms in Madrid

and Barcelona and collected evidence from the management of platforms that engaged with us: Cabify, Glovo and Just Eat. The Uber platform, although it initially declined to participate in the study and did not provide us with empirical evidence, did provide a detailed comment on the provisional results obtained. In this regard, we see four pathways to change (Figure 2).

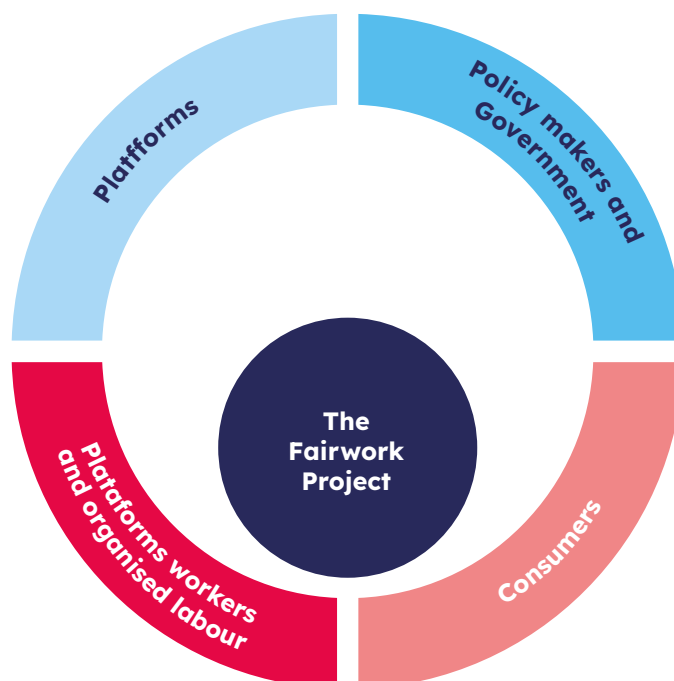


Figure 2. Fairwork’s Pathways to Change

Our first and most direct pathway to improving working conditions in digital labour platforms is by engaging directly with platforms operating in Spain. Thanks to the contacts established during the first edition of our study and the extensive coverage it received in the Spanish media, we were able to continue collaborating with digital platforms in this second edition, maintaining fruitful collaboration and dialogue with the platforms Cabify, Glovo, and Just Eat. These platforms provided information and documentation about their business models, which allowed us to gain a better understanding of their operations and to propose areas for improvement. Other platforms, such as Uber, initially declined to participate in the study, but they did provide valuable explanations and feedback on the provisional scores we shared with them, also helping us to gain a deeper understanding of the platform's operations and initiatives.

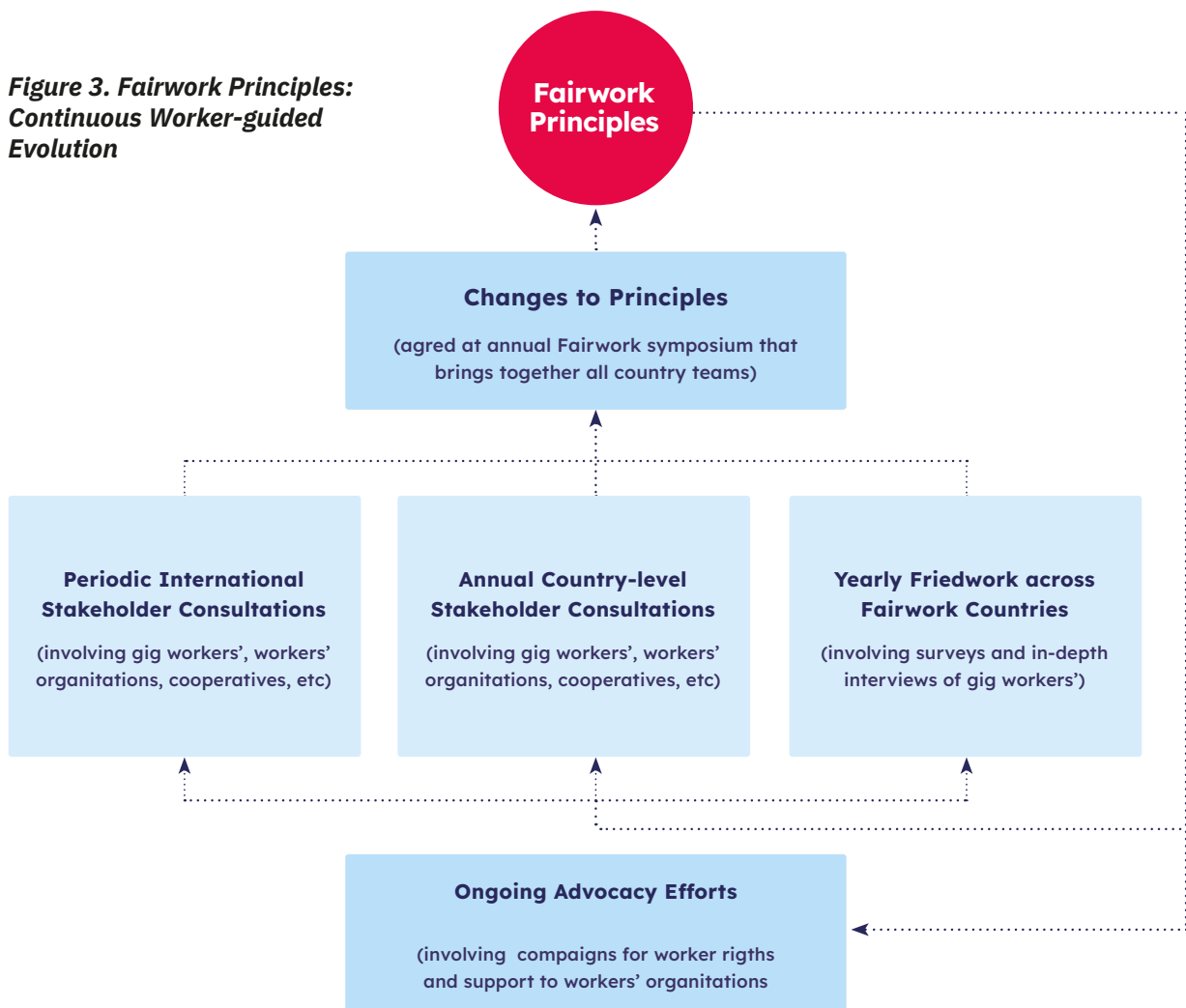
We also engage with policy makers and government to advocate for extending appropriate legal protections to all plat-

form workers, irrespective of their legal classification. The Fairwork Spain team has remained in communication with the Spanish Ministry of Labour and Social Economy, keeping them informed about the development of the project, specifically with the Directorate General for New Forms of Employment (Dirección General de Nuevas Formas de Empleo).

Finally, and most importantly, workers and their organisations are at the core of Fairwork's model. Firstly, its principles have been developed and are continually refined in close consultation with workers and their representatives (Figure 3). Fieldwork data, combined with feedback from workshops and consultations involving workers, informs how the Fairwork principles evolve to remain in line with their needs. In this second round of the Fairwork Spain report, we maintained particularly close collaboration with the Fundación Primero de Mayo, whose researchers we consulted on the different stages of the project as well as on the provisional results obtained.



**Figure 3. Fairwork Principles:
Continuous Worker-guided
Evolution**



There is nothing inevitable about poor working conditions in the platform economy. Despite their claims to the contrary, platforms have substantial control over the nature of the jobs that they mediate. Workers who find their jobs through platforms are ultimately still workers, and there is no basis for denying them the key rights and protections that their counterparts in the formal sector have long enjoyed. Our

scores show that the platform economy, as we know it today, already takes many forms, with some platforms displaying greater concern for workers' needs than others. This means that we do not need to accept low pay, poor conditions, inequity, and a lack of agency and voice as the norm. We hope that our work — by highlighting the contours of today's platform economy — paints a picture of what it could become.

The Fairwork Pledge

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

The pledge constitutes two levels. This first is as an official Fairwork Supporter, which entails publicly demonstrating support for fairer platform work, and making resources available to staff and members to help them in deciding which platforms to

engage with. A second level of the pledge entails organisations committing to concrete and meaningful changes in their own practices as official Fairwork Partners, for example by committing to using better-rated platforms where there is a choice.



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

[HTTP://FAIR.WORK/PLEDGE](http://fair.work/pledge)



APPENDIX I

Fairwork Scoring System

Which companies are covered by the Fairwork principles?

The International Labour Organisation (ILO) defines a “digital labour platform” as an enterprise that mediates and facilitates “labour exchange between different users, such as businesses, workers and consumers”⁶³. That includes digital labour “marketplaces” where “businesses set up the tasks and requirements and the platforms match these to a global pool of workers who can complete the tasks within the specified time”⁶⁴. Marketplaces that do not facilitate labour exchanges - for example, Airbnb (which matches owners of accommodation with those seeking to rent short term accommodation) and eBay (which matches buyers and sellers of goods) are obviously excluded from the definition. The ILO’s defi-

nition of “digital labour platform” is widely accepted and includes many different business models⁶⁵.

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

Fairwork distinguishes between two types of these platforms. The first, is ‘location-based’ platforms where the work is required to be done in a particular location such as delivering food from a restaurant to an apartment, driving a person from one part of town to another or cleaning. These



are often referred to as ‘gig work platforms’. The second is ‘cloudwork platforms’ where the work can, in theory, be performed from any location via the internet.

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

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

How does the scoring system work?

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

Each Fairwork Principle is divided into two *thresholds*. Accordingly, for each Principle, the scoring system allows the first to be awarded corresponding to the first threshold, and an additional second point to be awarded corresponding to the second threshold (see Table 1). The second point under each Principle can only be awarded if the first point for that Principle has been awarded. The thresholds specify the evi-

dence required for a platform to receive a given point. Where no verifiable evidence is available that meets a given threshold, the platform is not awarded that point.

A platform can therefore receive a maximum Fairwork score of ten points. Fairwork scores are updated on a yearly basis; the scores presented in this report were derived from data pertaining to the months between August 2024 and August 2025 and are valid until August 2026.

Principle 1:

Fair Pay




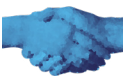

1.1 - Ensures workers earn at least the local minimum wage after costs (one point)

Platform workers often have substantial work-related costs to cover, such as transport between jobs, supplies, or fuel, insurance, and maintenance on a vehicle⁶⁶. Workers’ costs sometimes mean their take-home earnings may fall below the local minimum wage⁶⁷. Workers also absorb the costs of extra time commitment, when they spend time waiting or travelling between jobs, or other unpaid activities necessary for their work, such as mandatory training, which are also considered active hours⁶⁸. To achieve this point platforms must ensure that work-related costs do not push workers below local minimum wage.

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

- Payment must be on time and in-full.
- Workers earn at least the local minimum wage, or the wage set by collective sectoral agreement (whichever is higher) in the place where they work, in their active hours, after costs⁶⁹.

Table 1: Fairwork Scoring System

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

Maximum possible Fairwork Score:



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

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

The platform takes appropriate steps to ensure the following:

- Workers earn at least a local living wage, or the wage set by collective sectoral agreement (whichever is higher) in the place where they work, in their active hours, after costs^{70 71}.

Principle 2: Fair Conditions

2.1 - Mitigates task-specific risks (one point)

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

The platform must satisfy the following:

- Adequate equipment and training are provided to protect workers'

health and safety from task-specific risks⁷². These should be implemented at no additional cost to the worker.

- The platform mitigates the risks of lone working by providing adequate support and designing processes with occupational safety and health in mind.
- Platforms take meaningful steps to ensure that workers do not suffer significant costs as a result of accident, injury or disease resulting from work.

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

Platform workers are vulnerable to the possibility of abruptly losing their income as the result of unexpected or external circumstances, such as sickness or injury. Most countries provide a social safety net to ensure workers don't experience sudden poverty due to circumstances outside their control⁷³. However, platform workers usually don't qualify for protections such as sick pay, because of their independent contractor status. In recognition of the fact that most workers are dependent on income they earn from platform work, platforms should ensure that workers are compensated for loss of income due to inability to work. In addition, platforms must minimise the risk of sickness and injury even when all the basic steps have been taken.

The platform must satisfy ALL of the following:

- Platform takes meaningful steps towards the social protection of its workers.
- Where workers are unable to work for an extended period due to unexpected circumstances, their

standing on the platform is not negatively impacted.

- The platform implements policies or practices that protect workers' safety from task-specific risks. In particular, the platform should ensure that pay is not structured in a way that incentivizes workers to take excessive levels of risk.

Principle 3:

Fair Contracts

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

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

The platform must satisfy ALL of the following:

- The party contracting with the worker must be identified in the contract, and subject to the law of the country/state/region in which the worker works.
- The contract/terms & conditions are presented in full in clear and comprehensible language that all workers could be expected to understand.
- Workers have to sign a contract and/or give informed consent to

terms of conditions upon signing up for the platform.

- The contracts/terms and conditions are easily accessible to workers in paper form, or via the app/platform interface at all times.
- Contracts/terms & conditions do not include clauses that revert prevailing legal frameworks in the respective countries.
- Platforms take adequate, responsible and ethical data protection and management measures, laid out in a documented policy⁷⁵.

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

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

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

- Every worker is notified of proposed changes in clear and understandable language within a reasonable timeframe before changes come into effect; and the changes should not reverse existing accrued benefits and reasonable expectations on which workers have relied.
- The contract/terms and conditions neither include clauses which exclude liability for negligence nor

unreasonably exempt the platform from liability for working conditions. The platform takes appropriate steps to ensure that the contract does not include clauses which prevent workers from effectively seeking redress for grievances which arise from the working relationship.

- In cases where algorithms are used to determine pricing, bonuses, ratings and/or allocate jobs, the data collected, and calculations used must be transparent and documented in a form available to workers in clear and comprehensible language that all workers could be expected to understand.

Principle 4:

Fair Management

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

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

The platform must satisfy ALL of the following:

- There is an easily accessible channel for workers to communicate with a human representative of the platform and to effectively solve problems. This channel is documented in the contract and available on the platform interface. Platforms

should respond to workers within a reasonable timeframe.

- There is a process for workers to meaningfully and effectively appeal low ratings, non-payment, payment issues, deactivations, and other penalties and disciplinary actions. This process is documented in a contract and available on the platform interface⁷⁶.
- In the case of deactivations, the appeals process must be available to workers who no longer have access to the platform.
- Workers are not disadvantaged for voicing concerns or appealing disciplinary actions.

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

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

Platforms must satisfy ALL of the following:

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

religion or belief, age or any other status⁷⁷.

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

Principle 5:

Fair Representation

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

Freedom of association is a fundamental right for all workers and enshrined in the constitution of the International Labour Organisation, and the Universal Declaration of Human Rights. The right for workers to organise, collectively express

their wishes —and importantly— be listened to, is an important prerequisite for fair working conditions. However, rates of organisation amongst platform workers remain low. To achieve this point, platforms must ensure that the conditions are in place to encourage the expression of collective worker voice.

Platforms must satisfy ALL of the following:

- There is a documented mechanism⁷⁸ for the expression of collective worker voice that allows ALL workers, regardless of employment status, to participate without risks.
- There is a formal, written statement of willingness to recognise, and bargain with, a collective, independent body of workers or trade union, that is clearly communicated to all workers, and available on the platform interface⁷⁹.
- Freedom of association is not inhibited, and workers are not disadvantaged in any way for communicating their concerns, wishes and demands to the platform, or expressing willingness to form independent collective bodies of representation⁸⁰.

5.2 Supports democratic governance (one additional point)

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

The platform must satisfy at least ONE of the following:

- Workers play a meaningful role in governing it.
- In a written document available at all times on the platform interface, the platform publicly and formally recognises an independent collective body of workers, an elected works council, or trade union. This recognition is not exclusive and, when the legal framework allows, the platform should recognise any significant collective body seeking representation⁸¹.



APPENDIX II

Comments from Companies Rated

Prior to publication, all companies rated were given an opportunity to review this report and provide a comment. Below are all of the responses we received from the companies.

Glovo:

The Fairwork report states that “Glovo completed its transition to an employment-based model in July 2025 (not analysed in this report).” For this reason, we believe it is important that any assessment of this model be conducted only once it can be analysed with reliable and verifiable data, avoiding extrapolations from the previous model. The new contractual, representational, and management framework has not yet been subject to empirical analysis. The new model entails structural transformations: direct employment contracts, the application of collective bargaining agreements, the establishment of works councils, human-based management channels, and compliance with occupational health and safety obligations. It would be methodologically more robust to initiate a specific analytical process once sufficient evidence on the functioning of this model becomes available. With regard to subcontracting, the report assumes that subcontracting is associated with poorer working conditions, without differentiating between models or regulatory frameworks. In particular, we would appreciate avoiding the automatic assumption that subcontracting necessarily entails precariousness, as

its impact depends on how it is structured — including applicable collective agreements, wage guarantees, occupational health and safety provisions, collective rights, non-discriminatory management mechanisms, and external audits. The report mentions a lack of evidence regarding human grievance mechanisms; however, the new model includes human-managed support channels, appeal protocols, and documented follow-up of incidents. For a balanced assessment, we propose keeping Glovo’s final evaluation open until independent verification of empirical evidence from the current model becomes available.

Response from the Fairwork Spain team:

References to the impact of subcontracting on working conditions and job quality are based on empirical findings from various academic studies conducted in Europe (and duly cited in the report). The assessment of the new employment model implemented by Glovo will be carried out in the next edition of the Fairwork Spain Report.

Cabify:

Cabify values the effort made by Fairwork in preparing its report and respects the results obtained. However, we believe that the analytical model used requires further review by its authors in order to ensure that the evidence presented is properly

substantiated. The report attributes the fulfilment of certain requirements to the applications, whereas in reality, it is the collaborating fleets that are directly responsible for such compliance. This distinction is not accurately reflected, as the fleets and/or self-employed drivers operating across several platforms establish their own rules and are the sole holders and responsible parties for their operations. Cabify, for its part, only requires, as a contractual condition, that the fleets comply with applicable legislation.

With regard to fleets operating exclusively with Cabify, such as Vectors, we have provided clear evidence demonstrating full compliance with all established requirements. For this reason, we believe that the score awarded does not reflect the operational reality of our platform and unfairly harms our reputation. We therefore request a review of the evaluation procedure so that future editions of the report more accurately represent the collaborative dynamics between Cabify and its associated fleets.

All of the above is expressed without prejudice and with the express reservation of all rights and legal actions available to Cabify for the protection of its legitimate interests, including the pursuit of actions against any false, inaccurate or misleading statements or allegations concerning its business model or the working conditions of drivers.

Cabify reiterates that its role is limited to that of a technological intermediation platform and does not intervene in the employment conditions agreed between VTC or taxi licence holders and their employees. Any interpretation to the contrary is expressly rejected.

Response from the Fairwork Spain Team:

From the Fairwork Spain team, we would like to express our gratitude to Cabify and Vectors for their participation in the

study and for all the information provided throughout our analysis process. We would like to clarify that our report assesses the working conditions of drivers who provide transport services through the Cabify app. The evaluation of compliance with the Fairwork principles is based on information gathered about Cabify and the VTC (chauffeur vehicle) companies that employ these drivers. The body of evidence collected – including publicly available information, employment contracts, app terms and conditions, collective agreements, court rulings, press articles, documentation provided by the platform, and interviews with drivers working through the Cabify app – referring to Cabify and/or the VTC companies collaborating with it, has allowed us to verify compliance with the Fairwork principles for drivers using the Cabify app.

With regard to the points not awarded, it should be noted that, according to the Fairwork methodology (as outlined in the report), points are granted only when sufficient empirical evidence demonstrates that the vast majority of people –ideally ALL workers, as explicitly stated in Principle 1.1., 3.1. and 5.1.– working through a platform—whether directly or through intermediary companies—are guaranteed the standards required by each Fairwork principle. The absence of a point does not imply non-compliance; it simply means that, during our fieldwork, we were unable to verify empirically that the conditions of the principle are met for the vast majority of drivers using the Cabify app.

Finally, we would like to emphasise that, prior to the publication of this report, Cabify was informed of the provisional score and the criteria used in the analysis during several meetings. Additional evidence provided by the platform and by Vectors was gathered, reviewed, and taken into consideration when determining the final score. The final version of this report was shared with Cabify before publication.

Cuideo:

Cuideo would like to state, first and foremost, that although it has been classified as a digital platform in the present study, it cannot be considered as such nor compared with the other companies analysed.

This position is based on the fact that Cuideo does not meet the criteria for a digital platform established in Directive 2024/2831 of the European Parliament and of the Council of 23 October 2024, since (i) it does not provide services by electronic means by organising work carried out by natural persons in exchange for remuneration, nor (ii) does it use automated systems or other algorithms for monitoring or decision-making purposes.

It should be noted that Cuideo has a multidisciplinary human team that provides services to families through direct and personal interaction, based primarily on in-person and telephone support. Furthermore, although the study indicates that this could not be verified, the reality is that Cuideo fully complies with all applicable legal obligations, ensuring proper working conditions for its own staff and strongly encouraging its clients to comply with current labour regulations without evading any responsibility. Therefore, we consider it advisable to review the analytical framework in future iterations so that the evidence presented is adequately substantiated and to prevent any absence of information from being incorrectly interpreted as a negative outcome.

Cuideo operates in a sector historically characterised by irregularity, where the vast majority of workers provide services in private households without formal registration in the Social Security system. Contrary to what might be inferred from the published Report, Cuideo's vocation and commitment have always been to contribute to the formalisation of the sector and to the improvement of working conditions for this group, professionalising the activity and fostering quality employment. All families who hire through Cuideo do so under a regulated employment contract and with proper registration in the Social Security system. Specifically, during the past year Cuideo has supported the registration with Social Security of more than 4,800 workers, excluding its directly employed staff.

Response from the Fairwork Spain team:

Fairwork relies on the definition of "digital labour platforms" used by the International Labour Organization [World Employment and Social Outlook: The role of digital labour platforms in transforming the world of work, 2021], which defines them as companies that mediate and facilitates "labour exchange between different users, such as businesses, workers and consumers" (p. 31). In this regard, you may also wish to consult the information available on the Fairwork website concerning the types of companies we investigate: <https://fair.work/en/fw/about/faqs/>.

As stated on its website, Cuideo operates "as a recruitment agency for in-home caregivers" and "helps care professionals connect with families requiring their services, and vice versa."

The intermediation service between clients and care workers carried out by Cuideo requires and is fundamentally based on the use of digital means (such as an online job portal). The fact that part of Cuideo's activity and services involves in-person or direct contact does not negate the fundamental role of the digital infrastructure employed. Moreover, in recent years Cuideo's representatives have made public statements in various media outlets indicating that they use algorithms and artificial intelligence to improve the matching between client demands and workers' profiles.

Finally, we reiterate that all results presented in the report are based on empirical evidence collected during fieldwork from three sources: (a) publicly available information about the platform; (b) information provided by platform workers interviewed; and (c) information provided by the platforms themselves regarding their operations (in the case of Cuideo, we did not obtain its collaboration on this occasion, despite the multiple attempts made on our part). Based on the information and empirical evidence collected, the research team assessed the platform's degree of compliance with the requirements established under each Fairwork principle. As set out in the Fairwork methodology, points for each principle are awarded only when there is certainty that the requirements are met for 100% of workers providing services through the platform.

The absence of a point does not necessarily mean that the platform fails to comply with that principle (let alone that it violates the law); rather, it indicates that during our fieldwork we were unable to empirically confirm—due to contradictory evidence, the absence of countervailing evidence from the company, or similar factors—that the requirements were met for all workers operating through the platform.

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Authors:

Alberto Riesco-Sanz, Francisco J. Tovar Martínez, María Arnal Sarasa, Marialaura Birgillito, Álvaro Briales Canseco, Francisco J. Fernández-Trujillo Moares, Mar Maira Vidal, Laureano Martínez Sardoní, Pablo Meseguer Gancedo, Ana Negro Macho, Antonio Ramírez Melgarejo, Juan Carlos Revilla Castro, Víctor Riesgo Gómez, Tobias Kuttler, Mark Graham.

Fairwork Team:

Abdul Bashiru Jibril, Aditya Singh, Adriansyah Dhani, Darmawan Ahmad Awad, Ainan Tajrian, Akkanut Wantanasombut, Alberto Riesco-Sanz, Alejandra S. Y. Dinegro Martínez, Alessio Bertolini, Alexis Harrell, Álvaro Briales, Ambreen Riaz, Amela Kurta, Ana Chkareuli, Ana Flavia Marques, Ana Negro, Ananya Raihan, Andrea Ciarini, Annmercy Wairimu, Antonio Corasaniti, Antonio Ramírez Melgarejo, Arabella Wang, Arturo Arriagada, Arturo Lahera-Sánchez, Athar Jameel, Balaji Parthasarathy, Batoul ElMehdar, Beatriz Motta, Beka Natsvlishvili, Bilahari M, Bonnita Nyamwire, Branka Andjelkovic, Bresena Dema Kopluku, Brikena Kapisyzi Dionizi, Carolina Pérez, Caroline A Omware, Chana Garcia, Chau Nguyen Thi Minh, Cheryll Ruth Soriano, China Patricia Villanueva, Chris King Chi Chan, Christian Nedu Osakwe, Claudia Marà, Claudia Nociolini Rebecchi, Cosmin Popan, Dana Elbashbishy, Daniel Vizuete, Daviti Omsarashvili, David Sutcliffe, Debarun Dutta, Derly Yohanna Sánchez Vargas, Didem Özkiziltan Wagenführer, Dinh Thi Chien, Eduardo Carrillo, Eiser Carnero Apaza, Eisha Afifi, Elisa Errico, Eloísa González, Elvira Drishti, Ermira Hoxha Kalaj, Farah Galal, Federico Rosenbaum Carli, Felipe Moda, Francesca Pasqualone,

Francisca Gutiérrez Crocco, Francisco Ibáñez, Francisco José Fernández-Trujillo, Frederick Pobe, Funda Ustek Spilda, Gabriela Salomao, Giulia Varaschin, Ha Do, Hayford Amegbe, Henry Chavez, Hilda Mwakatumbula, Huynh Thi Ngoc Tuyet, Iftikhar Ahmad, Ilma Kurtovi, Jack Linchuan Qiu, Jackeline Gameleira, Jaka Primorac, Jamal Msami, Jana Ababneh, Janaki Srinivasan, Janice Roman Tamesis, Jayvy R. Gamboa, Jing Wang, Jelena Ostojić, Jenica Villanueva, Jeremy Tintiangko, Joe Buckley, Jonas Valente, Jorge Leyton, Joshua Baru, Juan-Carlos Revilla, Julice Salvagni, Karol Muszyński, Katarina Jaklin, Katherine Zhou, Katie J. Wells, Kemi Ogunyemi, Khadiga Hassan, Khatia Dzamukashvili, Kiko Tovar, Ladin Bayurgil, Laura Clemencia Mantilla León, Laureano Martínez, Lola Brittain, Lucas Katera, Luis Jorge Hernández Flores, Luis Pablo Alonzo, Luisa De Vita, Luke Troynar, Mabel Rocío Hernández Díaz, Maja Kovac, Manzer Imam, Mar Maira, Marcos Aragão, Maren Borkert, Margreta Medina, María Arnal, María Belen Albornoz, Maria Catherine, María Inés Martínez Penadés, María Laura Birgillito, Maricarmen Sequera, Marie-Simone Kadurira, Mark Graham, Marta D’Onofrio, Martin Krzywdzinski, Massimo De Minicis, Matías Dodel, Meghashree Balaraj, Milena Franke, Michelle Ogolla, Moisés K. Rojas Ramos, Morad Kutkut, Mubassira Tabassum Hossain, Nabila Salwa Fitri, Nadine Weheba, Nagla Rizk, Name, Natalia Muniz, Neema Iyer, Nermin Oruc, Nur Huda, Oğuz Alyanak, Olayinka David-West, Olebogeng Selebi, Oluwatobi A. Ogunmokun, Oscar Javier Maldonado, Pablo Aguera Reneses, Pablo Egaña, Pablo Meseguer, Pamela Custodio, Patrick Feuerstein, Pía Garavaglia, Rafael Grohmann, Raiyaan Mahbub, Raktima Kalita, Razan Ayesha, Revin Muhammad Alsidais, Revaz Karanadze, Richard Heeks, Rodrigo Carelli, Roseli Figaro, Rusudan Moseshvili, Sami Atallah, Sami

Zoughaib, Sandra Fredman, Sean Kruger, Seemab Haider, Shamarukh Alam, Shanza Sohail, Shilpa Joseph, Shikoh Gitau, Sidra Nizambuddin, Slobodan Golusin, Sopo Japaridze, Tanja Jakobi, Tariq Ahmed, Tasmeena Tahir, Tat Chor Au-Yeung, Teo Matković, Tobias Kuttler, Tony Mathew, Úrsula Espinoza Rodríguez, Valeria Pulignano, Veena Dubal, Victor Manuel Hernandez Lopez, Victor Riesgo, Virgel Binghay, Wasel Bin Shadat, Wassim Maktabi, Wesley Rosslyn-Smith, Wirawan Agahari, Zeynep Karlıdağ, Zuzanna Kowalik.

External Scoring Reviewers:

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ENDNOTES

¹ A detailed explanation of the Fairwork methodology and of how these five Fairwork principles are applied can be found in Appendix I of this report, as well as on the Fairwork website: <https://fair.work/en/fw/methodology/>.

² In Spain, there is no official definition of a living wage. To estimate it, the starting point was the Metropolitan Reference Wage (Salari de Referència Metropolitana, SRM) established by the Àrea de Desenvolupament Social i Econòmic of the Barcelona Metropolitan Area, which follows a methodology similar to that proposed by the Living Wage Foundation, setting the income threshold necessary to live “decently” in Barcelona and its metropolitan area. The fieldwork for the Fairwork 2025 report was conducted entirely in the metropolitan areas of Madrid and Barcelona. According to the latest Household Budget Survey from the Spanish National Statistics Institute (INE) available (2023), both regions have similar living standards, so the estimate for the Barcelona metropolitan area can largely be applied to the Madrid area, serving as a basis for the entire Fairwork 2025 study. The most recent SRM estimate was published in February 2024 and refers to the year 2023 (<https://daleph.com/es/noticias/nova-edicio-del-salari-de-referencia-metropolitana-elaborat-conjuntament-per-daleph-iksnet/>). This study estimates that to live “decently” in the Barcelona metropolitan area, a gross monthly income of €1,516 per person is required. Since the data refers to 2023, the evolution of the consumer price index (CPI) in both the Autonomous Community of Catalonia and the Autonomous Community of Madrid was calculated from January 2024 to May 2025 (4.1% in both cases, according to INE data). Accordingly, the SRM was adjusted in line with the CPI evolution, resulting in a living wage for 2025 of €1,578 gross per month. Considering 12 monthly payments per year, this yields an annual gross living wage of €18,938, which, calculated per hour (assuming between 1,750 and 1,826 annual working hours), results in an approximate gross hourly rate of €10.6.

³ Sánchez Hidalgo, E. (2025). “La Inspección inicia una investigación a Uber Eats, la gran plataforma que sigue usando autónomos”. *El País*, 7 July 2025. Available at: <https://elpais.com/economia/2025-07-07/la-inspeccion-inicia-una-investigacion-a-uber-eats-la-gran-plataforma-que-sigue-usando-autonomos.html> (Accessed 25 September 2025).

⁴ We refer here to the section of the platform responsible for restaurant food delivery, which until recently relied on self-employed workers. Other sections of Glovo, such as the one dedicated to the delivery of supermarket products — where couriers were already recognized as direct employees of the platform — already had collective representation bodies, as did the company’s own staff responsible for the platform’s management and infrastructure.

⁵ Sánchez Hidalgo, E. (2025). “Glovo contrata 14.000 repartidores para poner fin a su modelo de falsos autónomos”. *El País*, 1 July 2025. Available at: <https://elpais.com/economia/2025-07-01/glovo-contrata-14000-repartidores-para-poner-fin-a-su-modelo-de-falsos-autonomos.html> (Accessed 23 September 2025).

⁶ Sánchez Hidalgo, E. (2025). “Las promesas por cumplir de Glovo, seis meses después de anunciar que renunciaba a los falsos autónomos”. *El País*, 2 June 2025. Available at: <https://elpais.com/economia/2025-06-02/las-promesas-por-cumplir-de-glovo-seis-meses-despues-de-anunciar-que-renunciaba-a-los-falsos-autonomos.html> (Accessed 23 September 2025).

⁷ The impact of subcontracting on working conditions has been analyzed, for example, in: Borelli, S.; Orlandini, G.; Loffredo, A.; Frossechi, G.; Guamán, A. & Riesco-Sanz, A. (2021) *Securing workers’ rights in subcontracting chains*. Brussels, European Trade Union Confederation (available at: <https://www.etuc.org/en/securing-workers-rights-subcontracting-chains>). See also: Drahokoupil, J. (ed.) (2015) *The outsourcing challenge. Organizing workers across fragmented production networks*. Brussels, ETUI (available at: <https://www.etui.org/sites/default/files/15-The%20Outsourcing%20Challenge%20Web%20version.pdf>) and Fana, M.; Giangregorio, L. & Villani, D. (2022) *The outsourcing wage penalty along the wage distribution by gender*, European Commission, JRC130452 (available at: <https://publications.jrc.ec.europa.eu/repository/handle/JRC130452>); Doellgast, V. (2012) *Desintegrating democracy at work*. Cornell University Press; Bilal, A. y Lhuillier, H. (2021) “Outsourcing, Inequality and Aggregate Output”. *NBER Working Paper*, No. 29348 (Accessed 12 October 2025).

⁸ See the studies mentioned in the previous footnote.

⁹ For the case of subcontracting in digital platforms in Spain, see: Esteve-Segarra, A. & Todolí Signes, A. (2021) “Cesión ilegal de trabajadores y subcontratación en las empresas de plataforma digitales.” *Revista de Derecho Social*, 95: 37–64; Todolí Signes, A. (2023) “La dirección algorítmica de las redes empresariales: plataformas digitales, inteligencia artificial y descentralización productiva.” *Revista de Trabajo y Seguridad Social*, CEF, (476), 65–91; and Goerlich, J. M. (2024) “Plataformas digitales y externalización: a propósito de la STSJ Com. Valenciana 328/2024, 1 febrero.” *Blog Foro de Labos*, entry of 18 April. Available at: <https://www.elforodelabos.es/2024/04/plataformas-digitales-y-externalizacion-a-proposito-de-la-stsj-com-valenciana-328-2024-1-febrero/> (Accessed 7 October 2025).

¹⁰ The position of the Ministry of Labour can be seen, for example, in: Pascual Cortés, R. & Sánchez Hidalgo, E. (2025) “Díaz amenaza con denunciar a Uber Eats por la vía penal si mantiene a los falsos

autónomos: ‘No nos van a tomar el pelo.’” *El País*, 2 October 2025. Available at: <https://elpais.com/economia/2025-10-02/diaz-denunciara-a-uber-eats-por-la-via-penal-si-mantiene-a-los-falsos-autonomos-no-nos-van-a-tomar-el-pelo.html> (Accessed 7 October 2025). Regarding the assessment of trade union organizations, see, for example: Sánchez Hidalgo, E. (2025). “Glovo contrata 14.000 repartidores para poner fin a su modelo de falsos autónomos.” *El País*, 1 July 2025. Available at: <https://elpais.com/economia/2025-07-01/glovo-contrata-14000-repartidores-para-poner-fin-a-su-modelo-de-falsos-autonomos.html> (Accessed 23 September 2025).

¹⁴ Beyond the results of the present report, for Spain the previous year’s findings can also be consulted: Fairwork (2024) *Fairwork Spain. Ratings 2024: A Long Way to Go for Labour Protection in the Platform Economy*. Madrid, Spain; Oxford, UK; Berlin, Germany. For the European context, the recently published Fairwork reports in Poland and Germany may be consulted: Fairwork (2025) *Fairwork Germany Ratings 2025*. Oxford, UK; Berlin, Germany; Fairwork (2024) *Fairwork Poland Ratings 2024: Intermediation Undermining Workers’ Rights in the Platform Economy*. Warsaw, Poland; Oxford, UK; Berlin, Germany.

¹² Several academic studies analyze the functioning of the VTC sector in Spain (or of some of its main platforms), such as, for example: Riesgo-Gómez, V. (2023) “Aprovechando y expandiendo la hiperflexibilización del empleo. El modelo Uber en España.” *Empiria*, 59: 23–51; or also, Riesco-Sanz, A. and Lahera-Sánchez, A. (eds.) (2024) *Detrás de tu app. Descubriendo las condiciones laborales en las plataformas digitales en España*. Madrid: La Catarata.

¹³ Vector, for example, with around 2,000 VTC licenses, is part of the Cabify group, while Uber owns 30% of Auro and 30% of Moove Cars, representing approximately 7,000 VTC authorizations. To put these figures into context, it is worth recalling that, according to data from the Ministry of Transport and Sustainable Mobility, there were around 20,500 VTC licenses in Spain in 2025. Based on these numbers, VTC companies linked to the two main digital transport platforms (Uber and Cabify) would control nearly half of all VTC licenses in Spain.

For more information, see: Cinco Días (2019) “Cabify integra a Vector Ronda y se hace con 2.000 licencias más de VTC”. *Cinco Días*, 5 April 2019. Available at: https://cincodias.elpais.com/cincodias/2019/04/05/companias/1554486078_825101.html (accessed 27 September 2025); Millán, S. (2025) “Uber compra un 30% de Auro por 220 millones y refuerza su posición en España”. *Cinco Días*, 3 February 2025. Available at: <https://cincodias.elpais.com/companias/2025-02-03/uber-compra-un-30-de-auro-por-220-millones-y-refuerza-su-posicion-en-espana.html> (accessed 27 September 2025); Martínez, J. (2021) “Nuevo acuerdo comercial Uber cierra el rescate a Moove, la VTC de Castellanos, con casi 200 millones extra”. *20 Minutos*, 18 March 2021. Available at: <https://www.20minutos.es/lainformacion/empresas/uber-cierra-rescate-moove-vtc-castellanos-con-casi-200-millones-extra-5297896/> (accessed 27 September 2025); Ministerio de Transporte y Movilidad Sostenible (2025) *Observatorio del transporte de viajeros por carretera* (January 2025). Available at: <https://www.transportes.gob.es/transporte-terrestre/servicios-al-transportista/observatorios-del-transporte/observatorios-del-transporte-de-viajeros-por-carretera> (accessed 27 September 2025).

¹⁴ See also on this point the works of: Esteve-Segarra, A. and Todolí Signes, A. (2021), op. cit.; Todolí Signes, A. (2023), op. cit.; and Goerlich, J. M. (2024), op. cit.

¹⁵ For more details on the Livo platform case, see the “Platform in focus” section of this report.

¹⁶ De Groen, W.; Kilhoffer, Z.; Westhoff, L.; Postica, D.; Shamsfakhr, F. (2021). *Digital labour platforms in the EU Mapping and business models*. Brussels, European Commission.

¹⁷ Pesole, A., Urzú Brancati, M.C, Fernández-Macías, E., Biagi, F., González Vázquez, I. (2018), *Platform Workers in Europe*. Luxembourg, Publications Office of the European Union.

¹⁸ Urzi, C.; Pesole, A., Fernández-Macías, E. (2020). *New evidence on platform workers in Europe. Results from the second COLLEEM survey*. Luxembourg, Publications Office of the European Union.

¹⁹ Barcevičius, E; Gineikyt-Kancler, V.; Klimaviit, L.; Ramos, N. (2021). *Study to support the impact assessment of an EU initiative to improve the working conditions in platform work*. Brussels, European Commission.

²⁰ Other available estimates for Spain provide somewhat different figures. For instance, a study conducted by the University of Hertfordshire for the Foundation for European Progressive Studies estimated that in 2018, 27.5% of the Spanish adult population had worked at least once through digital platforms, while 17% did so regularly (at least once a week) (cf. Huws, U., Spencer, N., Coates, M. (2019) *The Platformisation Of Work In Europe: Highlights from research in 13 European countries*. Brussels, Foundation for European Progressive Studies). By contrast, the estimate produced by the European Trade Union Institute yields much lower figures: only 4.8% of the population aged 18–65 had worked over the past year for digital labour platforms, and only 2.3% did so regularly (at least once a month) (cf. Piasna, A., Zwysen, W., Drahokoupil, J. (2022) *The platform economy in Europe. Results from the second ETUI Internet and Platform Work Survey*, Working Paper 2022.05. Brussels, ETUI).

²¹ The concentration of platform activity in these sectors is not unique to Spain and can also be observed in many other countries (Barcevičius et al., op. cit.; De Groen et al., op. cit.). We do not consider here the impact that global platforms whose services are carried out entirely online (cloudwork, crowdwork) may have in Spain. For an analysis of this type of platform, see, for example, Fairwork (2025) *Fairwork*

Cloudwork Ratings 2025. Advancing Standards in Digital Labour and AI Supply Chain Governance. Oxford (UK) and Berlin (Germany).

²² ILO, Decent work in the platform economy, International Labour Conference, 114th Session, 2026. This document contains the Office’s commentary and draft texts of a proposed Convention and Recommendation concerning decent work in the platform economy. The scope of application, especially regarding self-employed platform workers and cross-border contexts, has been a key legal issue under discussion. Available at: <https://www.ilo.org/resource/conference-paper/ilc/ilc114/decent-work-platform-economy> (Accessed 24 September 2025).

²³ Governing Body, 347th Session, Geneva, 13–23 March 2023, “Analysis of Regulatory Gaps Concerning Decent Work in the Platform Economy”. The document, prepared by the Labour Conditions and Equality Department (WORKQUALITY), analyses regulatory gaps ensuring decent work within the platform economy. It serves as basis for a decision on including this item on the agenda of the 2025 session of the International Labour Conference, and the 2026 session (see draft decision, para. 65). Available at: <https://www.ilo.org/resource/gb/347/normative-gap-analysis-decent-work-platform-economy> (Accessed 16 September 2025).

²⁴ EU Directive 2019/1152 of the European Parliament and of the Council of 20 June 2019 on transparent and predictable working conditions (in force since 2019, transposed by Member States by 1 August 2022); and EU Directive 2024/2831 of the European Parliament and of the Council of 23 October 2024 on improving platform work conditions (in force since 1 December 2024, transposition due by 2 December 2026). Available at: <https://eur-lex.europa.eu/eli/dir/2019/1152/oj/eng> (Accessed 16 September 2025).

²⁵ Article 4 of the Platform Work Directive requires Member States to establish effective procedures to ensure the correct classification of individuals performing platform work. The primary goal is to determine whether an employment relationship exists, based on national laws, collective agreements, and relevant case-law of the Court of Justice. This assessment must focus on the actual conditions under which the work is performed, including the use of automated monitoring or decision-making systems by the platform, regardless of how the contractual relationship is described. If an employment relationship is found, the responsible employer(s) must be clearly identified in accordance with national law. The procedures may include the application of the legal presumption of employment established in Article 5.

²⁶ As set out in Article 4(2) of the Platform Work Directive, the factual circumstances to be examined for the purpose of applying the presumption of employment “include the use of automated monitoring systems or automated decision-making systems in the organisation of platform work”. The verbatim citation

of Article 4(2) underscores the importance attached to the assessment of factual circumstances particularly where the employer exercises its power of direction and control through such automated systems. These circumstances may also be inferred from other factual elements relating to the employment relationship.

²⁷ Article 2 (Definitions), points (c) and (d).

²⁸ Reference is made to Article 15 of the Directive (“Specific arrangements for representatives of persons performing platform work or other than platform workers’ representatives”).

²⁹ Article 15 of the Directive provides that representatives of persons performing platform work, other than platform workers’ representatives, may exercise certain rights solely when representing those who are not platform workers, and only in relation to the protection of their personal data. These rights include: Article 8(2) data protection impact assessment; Article 9(1) transparency regarding automated monitoring and decision-making systems; Article 10(4) information on the impact of individual automated decisions affecting persons performing platform work; Article 11(2) the right to request a review and receive an oral or written explanation from the digital labour platform for decisions made or supported by automated decision-making systems.

³⁰ The Draft Law on Transparent Working Conditions, published in the Official Gazette of the Spanish Parliament (BOCG), proposes the following amendments to the Workers’ Statute: Articles 4.2 (workers’ rights in the employment relationship); 8 (obligations to formalise and provide written information); 12.4 and 12.5 (recording of working hours for part-time workers); 14.1 (probationary period); 21.1 (prohibition on providing services to other employers), as well as the insertion of new Article 21bis and Additional Provision 28. The Draft Law also amends the Law on Infractions and Sanctions in the Social Order (LISOS), specifically Articles 6.5, 7.1, and 8.12. In this regard, on 18 June 2025, the European Commission formally notified Spain of infringement proceedings (INFR(2022)0354) before the Court of Justice of the European Union for failure to fully transpose the Directive on transparent and predictable working conditions. The procedure was initiated by a letter of formal notice in September 2022, followed by a reasoned opinion in June 2023. Although Spain submitted national measures in February 2025 addressing certain provision, the Commission considers these efforts insufficient and consequently referred the matter to the Court, requesting the imposition of financial sanctions. Available at: https://www.congreso.es/public_oficiales/L15/CONG/BOCG/A/BOCG-15-A-8-1.PDF. (Accessed 26 September 2025).

³¹ This refers to the Royal Legislative Decree 2/2015 of 23 October. Available at: https://www.boe.es/diario_boe/txt.php?id=BOE-A-2021-15767 (Accessed 26 September 2025).

³² It provides “by the application of Article 8.1, the activity of individuals providing paid services consisting of the delivery or distribution of any consumer product or goods is presumed to fall within the scope of this law when performed for employers who exercise organizational, managerial, and control powers — directly, indirectly, or implicitly — through algorithmic management of the service or working conditions via a digital platform. This presumption does not affect the provisions of Article 1.3 of this regulation”.

³³ Public guidelines and recommendations were published. Ministry of Labour and Social Economy: Practical Guide and tool on the business obligation to provide information in the use of algorithms in the workplace, May 2022: https://www.mites.gob.es/ficheros/ministerio/inicio_destacados/Guia_Algoritmos_ES.pdf (accessed 18 September 2025).

³⁴ For further details on the methodology used to calculate the living wage, see footnote 2 of this report.

³⁵ Fernández, M. (2025) “La plataforma que pretende acabar con las listas de espera en hospitales: ‘Ya funciona en los privados’”. *El debate*, 16 April 2025. Available at: https://www.eldebate.com/sociedad/20250416/plataforma-pretende-acabar-listas-espera-hospitales-funciona-privados_288641.html (Accessed 17 July 2025).

³⁶ Pharma Market (2025) “Livo adquiere Nursea y se consolida como la plataforma líder en la gestión del talento sanitario en España”. *Pharma Market*, 22 April 2025. Available at: <https://www.phmk.es/tecnologia/livo-adquiere-nursea-y-se-consolida-como-la-plataforma-lider-en-la-gestion-del-talento-sanitario-en-espana> (Accessed 3 July 2025).

³⁷ See the information on the platform’s website (<https://getlivo.com/que-es-livo/>), as well as the following articles: Fernández, M. (2025) “La plataforma que pretende acabar con las listas de espera en hospitales: ‘Ya funciona en los privados’”. *El debate*, 16 April 2025. Available at: https://www.eldebate.com/sociedad/20250416/plataforma-pretende-acabar-listas-espera-hospitales-funciona-privados_288641.html (Accessed 17 July 2025); and Casado, O. (2025) “Livo, la app que conecta a sanitarios y hospitales: ‘Nos proponemos estar en todas las autonomías en un año’”. *Economía digital*, 2 January 2025. Available at: <https://www.economiadigital.es/empresas/livo-sanitarios-hospitales.html>. (Accessed 21 July 2025).

³⁸ For an analysis of the nursing profession in Spain and its working conditions, see: Meseguer Gancedo, P. (2022) “Enfermería de práctica avanzada y fronteras competenciales de las profesiones sanitarias españolas”. *Sociología del Trabajo*, 100: 117-129 (<https://dx.doi.org/10.5209/stra.77194>), Meseguer Gancedo P. (2021) “Los cuidados en la configuración de la identidad profesional de la enfermería española”. *Política y Sociedad*, 58(1): e69007 (<https://doi.org/10.5209/poso.69007>) and CCOO (2025) *Estudio sobre las condiciones laborales del personal de enfermería categoría enfermera/o*. Comisiones Obreras, Madrid. Available at: [https://sanidad.ccoo.](https://sanidad.ccoo.es/d85a1fbe1b4c9efbaaff6125bd20a6fa000058.pdf)

[es/d85a1fbe1b4c9efbaaff6125bd20a6fa000058.pdf](https://sanidad.ccoo.es/d85a1fbe1b4c9efbaaff6125bd20a6fa000058.pdf) (Accessed 8 October 2025).

³⁹ Linde, P. (2024) “La ‘uberización’ de la enfermería: las dos caras de las aplicaciones para cubrir turnos”. *El País*, 21 October 2024. Available at: <https://elpais.com/sociedad/2024-10-21/la-uberizacion-de-la-enfermeria-las-dos-caras-de-las-aplicaciones-para-cubrir-turnos.html> (Accessed 3 July 2025).

⁴⁰ Galbany-Estragués, P. and Millán-Martínez, P. (2024) “Escasez de enfermeras en España: del caso global a la situación particular. Informe SESPAS 2024”. *Gaceta Sanitaria*, 38(1): 102376. Available at: <https://www.sciencedirect.com/science/article/pii/S0213911124000232> (Accessed 3 July 2025). See also: Ministerio de Sanidad (2024) *Situación actual y estimación de la necesidad de enfermeras en España 2024*, Ministerio de Sanidad. Available at: https://www.sanidad.gob.es/areas/cuidadosEnSalud/investigacionDatos/docs/SITUACION_ACTUAL_Y_ESTIMACION_DE_LA_NECESIDAD_DE_ENFERMERAS_EN_ESPANA_2024_PPT.pdf (Accessed 3 July 2025).

⁴¹ Ministerio de Sanidad (2025) “Solo el 34,5% de las enfermeras especialistas trabaja en un puesto acorde a su preparación”. *Press release*, 13 January 2025. Available at: <https://www.sanidad.gob.es/gabinete/notasPrensa.do?id=6598> (Accessed 3 July 2025).

⁴² Ministerio de Sanidad (2024) *Situación actual y estimación de la necesidad de enfermeras en España 2024*, Ministerio de Sanidad. Available at: https://www.sanidad.gob.es/areas/cuidadosEnSalud/investigacionDatos/docs/SITUACION_ACTUAL_Y_ESTIMACION_DE_LA_NECESIDAD_DE_ENFERMERAS_EN_ESPANA_2024_PPT.pdf (Accessed 3 July 2025).

⁴³ Cuevas, A. (2024) “Las apps de empleo enfermero vulneran la legalidad de las bolsas públicas”. *Redacción médica*, 24 October 2024. Available at: <https://www.redaccionmedica.com/secciones/enfermeria/-las-apps-de-empleo-enfermero-vulneran-la-legalidad-de-las-bolsas-publicas--2183> (Accessed 3 July 2025).

⁴⁴ Spanish Supreme Court, Judgment No. 805/2020, 25 September 2020, Labour Chamber. Available at: <https://www.laboral-social.com/sites/laboral-social.com/files/NSJ061667.pdf> (Accessed 7 September 2025).

⁴⁵ Pérez, G. (2021) “El Consejo de Ministros aprueba la ley de ‘riders’: ‘El mundo nos está mirando’”. *El País*, 11 May 2021. Available at: https://elpais.com/economia/2021-05-11/el-consejo-de-ministros-aprueba-la-ley-de-riders-el-mundo-nos-esta-mirando.html?event_log=oklogin (Accessed 3 September 2025).

⁴⁶ Ley 12/2021, de 28 de septiembre, por la que se modifica el texto refundido de la Ley del Estatuto de los Trabajadores. Available at: <https://www.boe.es/buscar/pdf/2021/BOE-A-2021-15767-consolidado.pdf> (Accessed 7 September 2025).

⁴⁷ Uber Eats initially incorporated the principle of employment into its operations. However, upon realizing that Glovo continued to operate under a

model based on self-employed couriers — thereby limiting Uber Eats’ ability to compete — the company announced in August 2022 that it would revert to operating with self-employed workers. See: Olías, L. (2022) “Uber Eats cumple su amenaza y anuncia que volverá al modelo de autónomos a días del aniversario de la Ley Rider”, *Eldiario.es*, 9 August 2022. Available at: https://www.eldiario.es/economia/uber-eats-cumple-amenaza-volvera-modelo-autonomos-dias-aniversario-ley-rider_1_9232439.html (Accessed 7 September 2025).

⁴⁸ See, for example: Galindo, C. (2022) “El modelo de reparto a domicilio con autónomos resiste un año después de la ‘ley rider’”. *El País*, 26 September 2022. Available at: <https://elpais.com/economia/2022-09-26/el-modelo-de-reparto-a-domicilio-con-autonomos-resiste-un-ano-despues-de-la-ley-rider.html> (Accessed 11 June 2025); and Catá, J. (2024) “Oscar Pierre, jefe de Glovo, defiende ante el juez el modelo de autónomos pese al anuncio de regularización”. *El País*, 3 December 2024. Available at: <https://elpais.com/economia/2024-12-03/oscar-pierre-glovo-defiende-ante-el-juez-el-modelo-de-autonomos-pese-al-anuncio-de-regularizacion.html> (Accessed 15 June 2025).

⁴⁹ According to the latest Annual Report of the Labour Inspectorate, more than 71,000 “false self-employed” workers were reclassified during the 2022–2023 period, most of them, according to the report, in digital platforms. This figure contrasts with the number of regularisations carried out before the approval of the Rider Law: around 10,000 per year in 2020 and 2021. For further information, see: (https://www.mites.gob.es/itss/ITSS/ITSS_Descargas/Que_hacemos/Memorias/Memoria_2023_interactivo.pdf) (Accessed 25 September 2025).

⁵⁰ Sánchez Hidalgo (2024) “Inspección de Trabajo lleva regularizados 41.000 falsos autónomos de Glovo”. *El País*, 26 May 2024. Available at: <https://elpais.com/economia/2024-05-26/inspeccion-de-trabajo-lleva-regularizados-41000-falsos-autonomos-de-glovo.html#?rel=mas> (Accessed 1 September 2025).

⁵¹ The exact amount remains unknown; however, Delivery Hero, Glovo’s parent company, set aside an EBITDA range of between 440 and 770 million euros to cover potential expenses arising from fines, delayed social security contributions, VAT claims, and related liabilities. For further information, see Sánchez Hidalgo (2024) “Cronología de Glovo hasta renunciar a sus falsos autónomos: de la ‘ley rider’ a la amenaza penal”. *El País*, 2 December 2024. Available at: <https://elpais.com/economia/2024-12-02/cronologia-del-giro-al-que-glovo-tanto-se-ha-resistido-la-sentencia-del-supremo-la-ley-rider-y-la-amenaza-penal.html> (Accessed 7 September 2025).

⁵² “Los que impongan condiciones ilegales a sus trabajadores mediante su contratación bajo fórmulas ajenas al contrato de trabajo, o las mantengan en contra de requerimiento o sanción administrativa”. Available at: [https://www.boe.es/buscar/act.](https://www.boe.es/buscar/act.php?id=BOE-A-1995-25444)

<https://www.boe.es/buscar/act.php?id=BOE-A-1995-25444> (Accessed 29 September 2025).

⁵³ Chouza, P.; Casqueiro, J. and Aranda, J.L. (2022) “El Gobierno pone coto a los falsos autónomos con penas de cárcel a las empresas que insistan en usarlos como Glovo”. *El País*, 9 December 2022. Available at: <https://elpais.com/espana/2022-12-09/el-gobierno-castigara-con-hasta-seis-anos-de-carcel-los-incumplimientos-reiterados-de-la-legislacion-laboral.html> (Accessed 5 September 2025).

⁵⁴ Sánchez Hidalgo, E. (2024) “La Fiscalía de Barcelona presenta una denuncia penal contra Glovo por emplear falsos autónomos”. *El País*, 28 June 2024. Available at: <https://elpais.com/economia/2024-06-28/la-fiscalia-de-barcelona-presenta-una-denuncia-penal-contra-glovo-por-emplear-falsos-autonomos.html> (Accessed 7 September 2025).

⁵⁵ Sánchez Hidalgo, E. (2024) “La Fiscalía acusa al consejero delegado de Glovo de “menoscabar y suprimir” los derechos laborales de sus repartidores”. *El País*, 2 July 2024. Available at: <https://elpais.com/economia/2024-07-02/la-fiscalia-acusa-al-consejero-delegado-de-glovo-de-menoscabar-y-suprimir-los-derechos-laborales-de-sus-repartidores.html#?rel=mas> (Accessed 7 September 2025).

⁵⁶ Quintana, J. (2024) “El CEO de Glovo declara como imputado por un delito contra los trabajadores: ¿A qué pena se enfrenta en el juicio?”. *El Periódico*, 2 December 2024. Available at: <https://www.elperiodico.com/es/economia/20241202/pena-ceo-glovo-imputado-delito-contra-trabajadores-dv-117702058> (Accessed 8 September 2025).

⁵⁷ Sánchez Hidalgo, E. (2024) “Glovo anuncia que abandona su modelo de falsos autónomos un día antes de que su fundador declare en un proceso penal”. *El País*, 2 December 2024. Available at: <https://elpais.com/economia/2024-12-02/glovo-anuncia-que-abandona-su-modelo-de-falsos-autonomos-un-dia-antes-de-que-su-fundador-declare-en-un-proceso-penal.html> (Accessed 8 September 2025).

⁵⁸ Sánchez Hidalgo, E. (2025) “Glovo contrata 14.000 repartidores para poner fin a su modelo de falsos autónomos”. *El País*, 1 July 2025. Available at: <https://elpais.com/economia/2025-07-01/glovo-contrata-14000-repartidores-para-poner-fin-a-su-modelo-de-falsos-autonomos.html> (Accessed 7 September 2025).

⁵⁹ Sánchez Hidalgo, E. (2025) “La Inspección inicia una investigación a Uber Eats, la gran plataforma que sigue usando autónomos”. *El País*, 7 July 2025. Available at: <https://elpais.com/economia/2025-07-07/la-inspeccion-inicia-una-investigacion-a-uber-eats-la-gran-plataforma-que-sigue-usando-autonomos.html> (Accessed 7 September 2025).

⁶⁰ See, for example, the works already cited by Borelli, S.; Orlandini, G.; Loffredo, A.; Frossechi, G.; Guamán, A.; and Riesco-Sanz, A. (2021), *op. cit.*; Drahokoupil, J. (ed.) (2015), *op. cit.*; and Fana, M.; Giangregorio, L.; and Villani, D. (2022), *op. cit.* For the Spanish case of platforms, see also the previously referenced works of Esteve-Segarra, A. and Todolí Signes, A. (2021), *op. cit.*;

Todolí Signes, A. (2023), *op. cit.*; and Goerlich, J. M. (2024), *op. cit.*

⁶¹ Some trade unions have pointed out that, in some cases, these could constitute cases of unlawful assignment of workers. More information can be found in: Sánchez Hidalgo, E. (2025) “Las promesas por cumplir de Glovo, seis meses después de anunciar que renunciaba a los falsos autónomos”. *El País*, 2 June 2025. Available at: <https://elpais.com/economia/2025-06-02/las-promesas-por-cumplir-de-glovo-seis-meses-despues-de-anunciar-que-renunciaba-a-los-falsos-autonomos.html> (Accessed 17 September 2025).

⁶² Catà, J. and Paz, L. (2024) “Los repartidores de Glovo, ante su regularización: ‘Antes realquilaba la cuenta, ahora no sé cómo será eso’”. *El País*, 3 December 2024. Available at: <https://elpais.com/economia/2024-12-03/los-repartidores-de-glovo-ante-su-regularizacion-antes-realquilaba-la-cuenta-ahora-no-se-como-sera-eso.html> (Accessed 17 September 2025).

⁶³ ILO (2021). *World Employment and Social Outlook: The role of digital labour platforms in transforming the world of work*. Ginebra: International Labour Organization. p. 31. Available at: https://www.ilo.org/global/research/global-reports/weso/2021/WCMS_771749/lang--en/index.htm. (Accessed 12 September 2025).

⁶⁴ ILO (2021), p.107

⁶⁵ De Stefano, V. (2016). *The rise of the ‘just-in-time workforce’: On-demand work, crowdwork and labour protection in the ‘gig-economy’*. Ginebra: International Labour Organization. Available at: https://www.ilo.org/travail/info/publications/WCMS_443267/lang--en/index.htm. (Accessed 4 September 2025).

⁶⁶ Work-related costs include direct costs the worker may incur in performing the job. This may include, for instance, transport in between jobs, supplies, vehicle repair and maintenance, fuel, road tolls and vehicle insurance. However, it does not include transport to and from the job (unless in-between tasks) nor taxes, social security contributions or health insurance.

⁶⁷ The ILO defines minimum wage as the “minimum amount of remuneration that an employer is required to pay wage earners for the work performed during a given period, which cannot be reduced by collective agreement or an individual contract.” Minimum wage laws protect workers from unduly low pay and help them attain a minimum standard of living. The ILO’s Minimum Wage Fixing Convention, 1970 C135 sets the conditions and requirements of establishing minimum wages and calls upon all ratifying countries to act in accordance. Minimum wage laws exist in more than 90 per cent of the ILO member states.

⁶⁸ In addition to direct working hours where workers are completing tasks, workers also spend time performing unpaid activities necessary for their work, such as waiting for delivery orders at restaurants and travelling between jobs and undertaking mandatory training (i.e., training activities that must be completed

for workers to continue accessing work on the platform). These indirect working hours are also considered part of active hours as workers are giving this time to the platform. Thus, ‘active hours’ are defined as including both direct and indirect working hours.

⁶⁹ In order to evidence this, where the platform is responsible for paying workers, the platform must either: (a) have a documented policy that ensures the workers receive at least the local minimum wage after costs in their active hours; or (b) provide summary statistics of transaction and cost.

⁷⁰ Where a living wage does not exist, Fairwork will use the Global Living Wage Coalition’s Anker Methodology to estimate one. To identify the threshold of a living wage in Spain, the estimate produced by the Àrea de Desenvolupament Social i Econòmic of the Barcelona Metropolitan Area has been used, which defines a level of income from which a working person and their family could live with dignity (more information available in Note 2 of this report).

⁷¹ In order to evidence this, where the platform is responsible for paying workers the platform must either: (a) have a documented policy that ensures the workers receive at least the local living wage after costs in their active hours; or (b) provide summary statistics of transaction and cost data evidencing all workers earn a living wage after costs.

⁷² The ILO recognises health and safety at work as a fundamental right. Where the platform directly engages the worker, the starting point is the ILO’s Occupational Safety and Health Convention, 1981 (C155). This stipulates that employers shall be required “so far as is reasonably practicable, the workplaces, machinery, equipment and processes under their control are safe and without risk to health”, and that “where necessary, adequate protective clothing and protective equipment [should be provided] to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects on health.”

⁷³ The ILO’s Social Security (Minimum Standards) Convention, 1952 (No. 102), establishes nine classes of benefit (medical care and benefits in respect of sickness, unemployment, old age, employment injury, family, maternity, invalidity and survivors). Source: <https://webapps.ilo.org/public/english/revue/download/pdf/ghai.pdf>, p.122. (Accessed 5 September 2025).

⁷⁴ The ILO’s Maritime Labour Convention, 2006 (MLC 2006), Reg. 2.1, and the Domestic Workers Convention, 2011 (C189), Articles 7 and 15, serve as helpful guiding examples of adequate provisions in workers’ terms and conditions, as well as worker access to those terms and conditions.

⁷⁵ As stated in international standards, ethical data protection includes aspects such as legitimacy and lawfulness, proportionality, purpose limitation, transparency, quality, data subject’s rights (access, rectification, evaluation, erasure, and portability), accountability, and collective rights. Also, when using AI,

the rights to be informed about it and to have a human interface.

⁷⁶ Workers should have the option of escalating grievances that have not been satisfactorily addressed and, in the case of automated decisions, should have the option of escalating it for human mediation.

⁷⁷ In accordance with the ILO Convention No. 111 concerning Discrimination in Respect of Employment and Occupation and applicable national law.

⁷⁸ A mechanism for the expression of collective worker voice will allow workers to participate in the setting of agendas so as to be able to table issues that most concern them. This mechanism can be in physical or virtual form (e.g. online meetings) and should involve meaningful interaction (e.g. not surveys). It should also allow for ALL workers to participate in regular meetings with the management.

⁷⁹ For example, “[the platform] will support any effort by its workers to collectively organise or form a trade union. Collective bargaining through trade unions can often bring about more favourable working conditions.”

⁸⁰ See the ILO’s Freedom of Association and Protection of the Right to Organise Convention, 1948 (C087),

which stipulates that “workers and employers, without distinction, shall have the right to establish and join organisations of their own choosing without previous authorisation” (Article 2); “the public authorities shall refrain from any interference which would restrict the right or impede the lawful exercise thereof” (Article 3) and that “workers’ and employers’ organisations shall not be liable to be dissolved or suspended by administrative authority” (Article 4). Similarly, the ILO’s Right to Organise and Collective Bargaining Convention, 1949 (C098) protects the workers against acts of anti-union discrimination in respect of their employment, explaining that not joining a union or relinquishing trade union membership cannot be made a condition of employment or cause for dismissal. Out of the 185 ILO member states, currently 155 ratified C087 and 167 ratified C098.

⁸¹ If workers choose to seek representation from an independent collective body of workers or union that is not readily recognized by the platform, the platform should then be open to adopt multiple channels of representation, when the legal framework allows, or seek ways to implement workers’ queries to its communication with the existing representative body.

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