

Don't GIG Up, Never!

Country Case Study Report SPAIN



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INTRODUCTION

This paper is part of a series of **Country Case Study Reports** published in the framework of the of the *Don't GIG up, Never!* Project. The Project, co-funded by the Directorate-General for Employment, Social Affairs and Inclusion of the European Commission, is aimed at improving expertise and knowledge on the role unions and social dialogue can play with regard to the protection of platform workers, building on the knowledge accrued through the *Don't GIG Up!* Project (1st ed. 2018–2020).

Running for 24 months (2021–2023), *Don't GIG Up, Never!* project combines desk and empirical research to analyse features and challenges of the platform economy in a set of selected countries, namely: Italy, Germany, France, Spain, Poland, Estonia and Sweden.

The **first phase** of *Don't GIG Up, Never!* consists of a preliminary desk review aimed at updating the results of the previous project with regard to platform workers' employment and social conditions, the dedicated political debate, the relevant legislative developments, and the trade unions and employers' organisations involvement in the covered countries. Seven **National State of the Art Reports** were published in 2022¹.

The **second phase** of the project consists of empirical qualitative research, in order to construct a number of national case studies for each country involved about labour platforms providing services outside the passenger transport and goods delivery sector, which was the focus of the previous edition of the project (*Don't GIG Up!*).

In the lights of the results of this Country Case Study Reports' series, the comparison of practices, taking place also by means of three mutual-learning workshops joined by project's partners, as well as during webinars open to stakeholders and the general public, shall lead to a comparative assessment on how the platform economy affects working conditions, social security, and industrial relations at both national and EU level, with a view to delivering policy recommendations. A **Final Report** shall collect these results.

¹ Don't GIG up, Never! State of the Art Reports are available here: <http://www.dontgigup.eu/re-sources/>

METHODOLOGY

The present Country Case Study Report, as well as all the other papers of the series, is based on a common methodology agreed and shared in advance with the project's consortium.

In particular, in order to achieve a consistent selection of case studies oriented towards the comparability of results, the selection of case studies was restricted to labour platforms falling into categories 3 and 4 of the table below (Table 1), while labour platforms falling into categories 1 and 2 were analysed in the framework of the *Don't GIG Up!* Project (1st ed. 2018–2020).

Table 1. Classification of labour platforms adopted in the project *Don't GIG up, Never!*

N.	Type of platform	Example
1	Platform matching passenger transport services	Uber, Lift, others.
2	Platforms matching goods delivery services	Deliveroo, Foodora, etc.
3	Platforms matching ' traditional gigs ' (gardening, cleaning, babysitting, etc.) up to ' skilled services ' (marketing, advertising, translating, etc.), possibly also by means of auctions	Task Rabbit, Helping, etc.
4	Platforms externalizing micro-tasks , often performed on web, to a 'crowd' of workers (crowd-work platforms)	Amazon Mechanical Turk, etc.

Each Country Case Study Report contains three or four case studies about digital labour platforms carried out at the national level. Where possible, an effort was made to select at least one type n. 3 (low skilled location-based activities) platform, one type n. 3 (skilled web-based activities) platform, and one type n. 4 (microtasks/crowd-work) platform for each country involved. An abridged version of the common template was used to implement a preliminary screening, in order to select practices deemed to be more interesting for the purposes of the project. The final choice was based as well on partners' assessments, the availability of contacts with platforms' management and workforce, and the feasibility of the case studies.

In particular, each case study was realised by national experts appointed by the project partners. Experts developed their research on the basis of a common **template** (Table 2), containing detailed guidelines for implementation.

Table 2. Template for realising national case studies in the project *Don't GIG up, Never!*

GENERAL INFORMATION
Labour Platform
<i>Full name</i>
Sector
<i>NACE Sector(s) addressed & brief description of the jobs</i>
Ownership
<i>Please, explain if the platform is for-profit or cooperative, and provide brief contextual information on its creation and on its links with transnational companies or with other organizations (e.g. if it is part of a multinational group, if it was founded by platform workers or supported by unions/employers' organisations/ public incentives).</i>
Size
<i>Estimated number of platform workers registered and active on the platform</i>
TERMS OF EMPLOYMENT AND WORKING CONDITIONS
Applicable legislation
<i>Please, explain if contracts with workers apply the country of employment legislation or if they opt for the legislations of other states (e.g. the platform's country of establishment).</i>
Type of relationship between platform and worker
<i>Please, explain which contract(s) is/are used by the platform, providing as well contextual elements on the related consequences in terms of labour rights and social protection. Please, specify also if there is or not a tripartite relation between the platform, the worker and the final client as per the terms of service.</i>
Membership costs for the workers
<i>Please, explain if workers are required to pay a membership fee in order to access the platform, its costs and the associated services.</i>
Assignment of tasks/jobs
<i>Please, explain how tasks/jobs are assigned and the possible role played by rating and ranking systems.</i>
Remuneration policy
<i>Please, explain: if and how the remuneration policy refers to statutory/collectively agreed minimum wages; to what extent is pay defined by the platform or by an algorithm as opposed to decision by the worker or bargaining between the worker and the final client; under which conditions workers can be refused pay by the platform or by the client.</i>
Non-competition clauses
<i>Please, explain if non-competition clauses are in place or if competition on other platforms is de facto discouraged due to the functioning of rating and ranking systems or for other factors.</i>
Intellectual rights
<i>Please, explain if any limitations apply to the intellectual property of contents sold via the platform, and their reuse by the creator (if applicable).</i>
Other terms of employment and working conditions
<i>Please, describe formal terms of employment and actual working conditions concerning: working time, health and safety, monitoring of the worker, (paid) holidays and leaves, liabilities and possible sanctions, termination of the relationship with the worker, training, anti-discrimination policies, and other aspects as relevant.</i>

SUPPORT AND DISPUTES

Platform services to the client

Please, describe the features and effectiveness of the services possibly provided to the clients (e.g. securing them from contractual risks, including reclassification of workers, providing global IT purchasing solutions to the client like tools to deal with contingent work, guaranteeing a new service for free if the delivered work is considered unsatisfactory...).

Platform support services to the workers

Please, describe the features and effectiveness of the support services possibly provided by the platform to the workers other than dispute resolution mechanisms (e.g. to help workers use the platform, get in contact with colleagues or establish working teams, to address disputes with the clients over quality of services or pay, to deal with administrative issues, to access work-related software, to insure workers against accidents or social risks).

Dispute resolution mechanisms

If in place, please describe the scope, the involved parties and the features of Dispute resolution mechanisms as per the terms of service/collective agreement and any evidence on their actual use and efficacy. Please, detect also any existing provisions in the terms of service/contracts limiting access to tribunals in favour of alternative dispute resolution mechanisms.

Evidence on support/activities by social partners targeting platform workers

If in place, please explain actors, goals and achievements of the activities

REFERENCES

Please enlist here sources / contacts mentioned above.

The aim of each case study is to give a brief overview of the platform's business model, the services provided to the costumers and to the workers, the working conditions, as well as the social partners involvement.

With a view to guaranteeing homogeneity and comparability of results, guidelines were shared with regard to sources and references to be used for the completion of the case study templates. In particular, the following categories were designated: official platform websites and platform terms and conditions of service (mandatory); scientific literature (previous research papers, reports, surveys, etc.); online and offline press articles; applicable collective agreements. Partners agreed as well to conduct semi-structured interviews for each case study with the following actors: platform's management and/or human resources staff; platform's workers; social partners involved at platform level. Interviews were conducted by phone or video-conference with the support of common questionnaires. In the framework of the interviews (if conducted), experts proceeded in compliance with EU and national General Data Protection Regulations as well as with partners organisations' internal policies.

The information gathered with the templates was later reviewed and reorganised into the Country Case Study Reports, according to the following common structure: i) Description of the platform; ii) Terms of employment and working conditions; iii) Social partners involvement; iv) Assessment; v) References.

CASE STUDIES

Case Study 1: LOWPOST

Description of the platform

LOWPOST¹ is a for-profit digital platform that focuses its action on the performance of **communication micro-tasks** and that has a clear influence of the Amazon Mechanical Turk platform model. **Its activity is oriented to the auction of writing and editing work for the creation of digital content for blogs, websites or online shops** for businesses². Therefore, they follow a B2B model.

Type of platform according to the *Don't GIG Up, Never!* Classification: 4.

NACE sector: J (INFORMATION AND COMMUNICATION) 62.09: computer programming, consultancy and related activities.

José Ignacio García, Marta Muñoz and Víctor Muñoz founded the company on 13th of March in 2014 in Paterna, Valencia, where it also has its headquarters³. As a result, the platform is located and functional in Spain. The share capital of the company is currently EUR 1 million, approximately⁴. LOWPOST participated in the leading investment and finance forum in Spain held in Valencia, Forinvest, and in the Entrepreneurship Development Program of Massachusetts Institute of Technology (MIT) to attract investors⁵. It has also the FEDER co-financing.

LOWPOST business areas are: major brands; communication agencies; SEO and web development agencies; ecommerce; SMEs; translation services; media; travel; integration. The platform reports more than **65 million content editors and copywriters registered**, according to the website. Through LinkedIn it is known that from 300 workers registered, more than 200 workers are based in Spain, while there is data that shows that other workers also operate from Colombia, Argentina or Mexico⁶. However, there is no information about the number of active workers on the platform.

Usually, the target group working for LOWPOST is disparate: while some are young people who are just starting out in the world of journalism, others are trained people who are looking for a more stable job.

2 Lowpost (2022). Página web. Lowpost.

3 Viñas, V. (2022), 'Mi opinión sobre Lowpost: una plataforma de redacción que apuesta por la formación', Redactor Freelance.

4 Axesor (2023). Información General de la Empresa: Lowpost S.L.

5 Economía 3 (2021), 'Lowpost llega a casi 450 clientes en un año'. Economía 3.

6 Indeed (2023). Lowpost.

Portals such as Indeed report employee ratings for this platform at 3.4 out of 5. Over the last two years, the score has fallen from 3 stars in 2019 to 2 stars in 2021. It reflects that compensation and benefits, as well as job and professional stability, and career development are the main reasons for its low score⁷.

Terms of employment and working conditions

By registering and using the services of the platform, the company implies that workers accept the privacy policy of the platform, as there are no available general terms and conditions for workers. However, there are general contractual conditions between the client and the platform, where LOWPOST states the following:

“It is understood that the CUSTOMER accepts them [the general contractual conditions] in their entirety from the moment in which, by ticking the corresponding box, he/she gives his/her consent to be registered on the LOWPOST platform, although express validation will be required [by the company] at the time of placing the orders and upon receipt of the orders in his or her account.”

As a result, it can be presumed that the same condition applies to the workers, as they do not sign any document but only register on the platform. LOWPOST lays here, also, that the platform complies with the Spanish law and the Spanish Agency for Data Protection.

The relationship between employees working for LOWPOST and the platform is regulated by Law 20/2007, of July 11, 2007, on the Statute of **Self-Employment**. Therefore, they operate according to the model of freelance employment. Even though workers are framed as freelancers, several Spanish national jurisprudences (STS 25/9/20 and STS of June 21, 2011)^{8,9}, have shared the evidence of employment which, applied to this case, indicate that there is an employment relationship between the parties.

Description of the platform:

LOWPOST establishes contact with clients who need its services, whether for a small news item, a series of texts on a specific topic or a paragraph for a blog. Once the platform knows what type of content the client needs, the platform agrees on the amount with them according to their word-money scheme. In accordance with the agreement, LOWPOST puts the texts up for “auction”¹⁰. In other words, LOWPOST posts on its platform packages or individual texts that customers want to have produced in a limited time, at a price that the writers/editors do not usually know, and at less than half the price paid by the customer. Also, unlike other spaces, on this platform the client does not know or choose the professional who will be in charge of writing their posts, therefore

7 Indeed (2023). Lowpost.

8 STS 805/2020, de 25 de septiembre de 2019. Sala de lo Social, 4746/2019.

9 STS de 21 de junio de 2011. Sala Tercera, de lo Contencioso-Administrativo.

10 Sainz, J (2016), ‘Mi experiencia en Lowpost, la plataforma para ganar dinero escribiendo en Internet’, DiarioEmpresa.com.

clients do not have any direct contact with the workers¹¹. Other characteristics are:

- a. The platform tools are used - all work is done under a LOWPOST computer system for writing and proofreading papers.
- b. Workers can visualize the texts according to their status or rank (among other characteristics that feed the algorithm, such as experience or areas of knowledge) acquired by them after having passed a writing/editing test at the time of their registration.
- c. There is a scoring system established by LOWPOST that determines the visibility of the profile of individuals and, therefore, limits the option of acquiring jobs.
- d. The salary received and established by LOWPOST depends on the above limits. The platform establishes the value of the work.
- e. LOWPOST establishes clear guidelines and orders on how the work should be performed, in addition to including a series of guides and manuals to perform the activity.
- f. This system establishes penalties for the form of work that can lead to temporary suspension or deletion of the account.
- g. Without the platform, copywriters would not be able to access companies that need writers. Only LOWPOST has a relationship with the end client.

Due to their self-employment status, platform workers are **not entitled to a statutory minimum wage**. Furthermore, registration as a self-employed person is not necessary if the income is lower than the minimum interprofessional wage, however invoice must be lodged with the tax authorities. In the same line, the freelancer or platform workers are **not entitled into the social security system**, so they assume the social protection and labour risk.

LOWPOST **employees do not pay a membership fee** on the platform. Only professional editors can pay for more visibility and are therefore more likely to choose the texts they want. However, according to information sources, if those with a lower status (trainee and senior) want their work corrected, they have to forgo EUR1 of the money they earn from their work¹². According to the conducted interviews and the blogs founded, the platform workers are also registered on other platforms at the same time.

Regarding the status of workers once they join the platform, there are a number of issues that will condition the allocation of **tasks and their remuneration**:

- a. The remuneration system is according to each piecework delivered.
- b. Workers must register on the platform and must complete a written test to evaluate their level. Once it is done, the content creator would be ranked by the platform. There are four categories: trainee, senior, pro and master. Later on, to complete their profile, they must include their personal char-

¹¹ Alende Castro, S; García González, A., 'El caso de Lowpost como plataforma de cooperación', Fundación Telefónica.

¹² Ardions, A. (2018). Mi opinión tras probar Lowpost. Andrea Ardions Blog.

acteristics (these include their nationality). These elements are conditional for the production of the unique profile of each worker that will be fundamental for their future visibility, assignment of tasks and salary¹³ -product of the platform's own Artificial Intelligence (AI). As a result, the higher the level the writer moves up, the more jobs he or she can see, and higher the remuneration is. In addition, pro writers can take on two jobs at a time and master writers can take on three jobs at a time, in addition to direct assignments¹⁴.

- c. By means of the algorithm, nourished by the characteristics of each worker, the writer/editor will be able to visualise on the platform the work that best suits his/her profile. This algorithm may also be affected in the future according to the evaluations of other workers and clients of the work delivered.
- d. The remuneration may increase if there are included images, for instance.
- e. Depending on the status granted (and the completed tasks), LOWPOST pays its workers.** Former editors confirm that the platform pays EUR1 per 100 words written while selling the same final written article for EUR7.5. As a result, writing several texts for such a price can result in a day's work for EUR4.00¹⁵. LOWPOST has paid 0.35 cents for editing a fragment of a package consisting of several paragraphs to be edited¹⁶.
- f. There is an option to receive special direct assignment work that the worker can activate in their profile once the Rank is appropriate, they have selected the category of that package as favourite, and when the worker has expertise in that category, or has received good ratings from the same customer.

Linked to this, there is, also, a proofreading scale whereby the writers' texts are supervised by editors/proof-readers, who themselves are also supervised by other proof-readers of higher status. This is combined with the clients' evaluation or feedback of the work received - which will have an impact on the worker's rank. This method shall be understood as the platform's **feedback/rating system**.

As for **Intellectual Property**, authors waive their right to be named as the author of a text. This situation may infringe the rights of the copywriters, who are also the authors of the content. In this regard, under the contractual terms and conditions between LOWPOST and the client, LOWPOST assigns all intellectual property rights to themselves and the customer (Article 4), who also agrees not to sign the contents under their name (but under "guest author")¹⁷. Therefore, it may be an infringement of the Intellectual Property Law - Royal

¹³ Lowpost (2022). '¿Cómo se lleva a cabo el cobro de mis trabajos?', Facturación y liquidaciones Lowpost.

¹⁴ Lowpost (2022). ¿Cuáles son los Status según el Rank?, Registro y Condiciones de Lowpost.

¹⁵ Reinhard, Z (2020), 'Lowpost Opiniones: redactores insatisfechos escupen la verdad', Éxito Electrónico.

¹⁶ Conducted interviews.

¹⁷ Lowpost (2015). Condiciones generales de la contratación entre cliente y Lowpost S.L. Lowpost.

Legislative Decree 1/1996, of 12 April and it indicates another element of a labour relationship.

As for support services to the client, it is remarkable that if the client is not satisfied, LOWPOST undertakes to remedy the error free of charge and without additional costs so, if the customer, claiming non-conformity within seven days, returns to LOWPOST the work previously delivered, their staff according to the requested requirements will evaluate it. Moreover, in the event that, due to circumstances beyond the control of LOWPOST, the execution of an order placed is not possible, LOWPOST undertakes to notify the client of this and to offer them a refund of the sums paid for the order or another solution that meets the customer's satisfaction.

Support services to the worker is non-existent; LOWPOST does not provide any known service that would benefit employees because of its great opacity, nor is there any dispute resolution mechanism inherent to the platform.

Social partners involvement

There is **no trade union representation** on the platform. However, the actions of UGT, other trade unions and employers' associations in relation to the self-employed have improved the regulation and rights of workers operating in this field within digital platforms. In this sense, there is currently fight towards extending the functional scope of collective agreements in order to improve the rights of workers in sectors operating within digital platforms. UGT has currently registered a complaint against LOWPOST for all of the above.

The platform does not apply any collective bargaining agreements towards the workers because they are self-employed. If the company hires them, workers conditions would be regulated under the collective bargaining agreement for advertising or non-daily press.

Assessment

LOWPOST allows the creative world of writing, journalism, etc. to expand, however, this type of platform has exacerbated the problems surrounding the sector by making it even more of a precarious job with very low salaries -mostly undertaken by foreign or Latin American-based individuals.

Emphasis on the model of false freelancers they follow, and its model based on micro-tasks. This is not a temporary work platform, but a linear crowd-sourcing activity. As a result, large companies save costs while platform workers face highly precarious work situations, for which it is impossible to earn close to the minimum wage. Similarly, the use and feeding of their Artificial Intelligence based on parameters subjectively imposed by the platform increases unstable and insecure employment and forces the perpetuation of long working hours in exchange for meagre pay.

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II. Legislation

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III. Interviews

Editor, LOWPOST, face-to-face interview.

CASE STUDY 2: SENNIORS

Description of the platform

SENNIORS is a digital platform operating in the care sector, dedicated to **providing home carers or professionals to elderly or dependent people** or, where appropriate, their relatives or people representing them, to facilitate social and health care. It also provides clients with administrative, accounting and labour management, as well as all the necessary procedures to carry out the contracting and follow-up with the caregiver. As a result, it can be understood as a B2C model.

NACE Sector: Q (Human health and social work activities) 88.1 Social work activities without accommodation for the elderly and disabled.

Type of platform according to the *Don't GIG Up, Never!* Classification: 3.

Created at the end of 2020 by Claudia Gómez and Diego Abad, SENNIORS has expanded its activity in Spain since the emergence of COVID-19 and the growth in demand for domestic and personal care for the elderly, reaching a turnover of EUR 5 million in 2022¹⁸. The main investors are the North American fund SixThirty (specialised in HealthTech and InsurTech), and Sevenzonic, a Spanish fund directed by former leaders from Google Spain, Portugal and Middle East; bank BBVA; and Accenture Spain. It must be also mentioned KIM-PA, and Zubi Capital, remarkable for being impact funds¹⁹.

The company's services are available throughout the main or big Spanish cities (highlighting Madrid, Barcelona, Malaga or Valencia) and, according to their website, they have more than 50.000 certified professionals working with them. There is no available data reflecting how many active workers are in the platform. The platform confirms that it has almost 50 specialised employees²⁰. However, the forecast in relation to the network created by SENNIORS exceeds 1000 people if the number of people working for private families is determined, given its implantation throughout the territory and the large number of job offers published via WhatsApp. There is no information regarding gender-disaggregated data or an approximate estimation of SENNIORS' platform workers, but it is largely compound by women.

18 Escobar, A. (2022). 'Senniors cierra una ronda de 5 millones para crecer en España y en el extranjero'. Planta Doce.

19 Diario El referente (2022). 'Senniors cierra una ronda de inversión de 5,3MEUR'. Inversiones, EcosistemaStartup.

20 Vera, J. (2022). Senniors se hace fuerte en Barcelona con la apertura de su segunda oficina en España. Planta Doce.

Terms of employment and working conditions

The platform worker must fill in a Google form with personal information and professional experience, and accept a mandatory box which is included stating “I accept: Senniors.com legal notice and data policy” among other boxes. Consequently, there is full **express acceptance of the Terms and Conditions** or General Contractual Conditions for Service (“General Conditions”, onwards).

The employment relationship between the employees working for SENNIORS and the Platform is covered by the acceptance of the General Terms and Conditions, which are governed by the provisions of the Special System for Household Employees (“SETH”). Through this system, the family (“Client”) hires the employee. In other words, it includes workers subjected to the special employment relationship of the family household service, regulated by Royal Decree 1620/2011, of 14 November. However, if SENNIORS hired the Carer, they would be covered by the General Social Security Scheme (RGSS), and the State Agreement on Home Help would apply in parallel. Instead, SENNIORS establishes in its General Conditions articles like 3.1.(viii) declaring that “[SENNIORS] is not part nor does intervene in the labour relationship between the client and the carer, who will be hired directly by the client” or article 10, limiting their responsibility.

Description of the use of the platform, can be summarized as:

- Job offers for potential workers are usually received through Whatsapp after filling the Google form.
- SENNIORS (“SENNIORS” or “the Company”) starts its activity with the employee (“Carer”) through the pre-selection process of caregivers, who must also register on the platform via the app, including their experience, needs, specialties, availability, etc²¹. There are also urged by the platform to record presentation videos. This will determine the (matching) algorithm made out from Artificial Intelligence (AI) that they use to choose the perfect candidate according to the client’s (“Client” and/or “Beneficiary”²²) demands that, in parallel, they have uploaded to their profile. Therefore, SENNIORS (through IA parameters) selects the workers, and the client does not have the liberty to recruit.
- SENNIORS will provide the personal information or profile of the carer to the client, who will confirm or deny the candidacy within 24h. Once the Client has accepted the budget for the services (“Budget”) will be considered a customer. After the carer has been selected, SENNIORS will request the Client to have provided all necessary data and documentation for the carer’s registration with the Social Security on the day of their incorporation at the client’s home, and will be responsible for the preparation of the payroll and the provision of the services agreed²³.
- Among the services offered are not only household chores, but also other social and health care activities such as physiotherapy and speech therapy;

²¹ Senniors (2022). Dudas. Página web. Senniors.

²² Senniors distinguishes the client from the beneficiary as the latter is mostly elderly or dependent.

²³ Senniors (2022). Condiciones generales de contratación de servicios, Senniors.

or the collection and delivery of pharmaceutical or para-pharmacy products, among others²⁴. SENNIORS, in addition to the selection of personnel, takes care of the administrative process, such as registering the employees in the Special Regime for Household Employees (SETH)²⁵.

- As a result, a triangular relationship is created in which it is the platform that establishes the hiring criteria: type and modality of hiring; carrying out the selection of personnel; and establishing a budget in which an initial cost is set for the activity and a percentage is taken for the management.

The **employment contract**, initially is established for 6 months and later on, it can be for a fixed or indefinite period or possibly even on call; it can be part-time or full-time; it can be cohabiting or not cohabiting.

SENNIORS only obliges the clients to comply with the minimum wage and Spanish law. The clients are responsible for paying the monthly salary to the employee, in accordance with the current minimum wage and other recognised contributions in compliance with Article 1 and 4 of Royal Decree 152/2022, which **sets the minimum wage** for a domestic employee at EUR1,000 per month, but the client has the ultimate decision to increase it²⁶. In addition, **domestic workers establish holidays and leaves or working time with the families** in accordance with the SETH, therefore their **social protection is covered**.

In the case of workers who do not perform domestic or personal care functions such as speech therapists, dentists or physiotherapists, they are self-employed workers (or bogus freelancers) who are contacted by the company to provide their services - in accordance with the evidence of employment. If they do not meet these, they would be regulated under the Self-Employment Statute Law and the General Social Security Scheme.

Non-competition rules are not foreseen and **SENNIORS employees do not pay membership fees to the platform**, nor does the platform provide them with any additional services that would benefit them.

All caregivers are rated by an algorithm oriented to build a **scoring system** that the platform has developed, which allows SENNIORS to sort carers in order of professional and personal compatibility. This rating determines their visibility on the app and in clients' searches.

24 Senniors (2022). Cuidados. Página web. Senniors.

25 The Special Scheme for Domestic Workers is characterised by the fact that it covers those who provide paid services in the family home and are dependent on the employer or owner of the family home. Among the main rights recognised under its premises are the rights and duties (art. 4 and 5) of the Workers' Statute, guarantees regarding health and safety conditions, the method of remuneration and working hours, among others.

26 Ministerio de Trabajo y Economía Social (2022). Real Decreto 152/2022. Boletín Oficial del Estado.

Support services to the client:

- SENNIORS helps the Client with all the administrative documents.
- They assess the client's needs, follow up and have a care plan. SENNIORS' service is a continuous provision of a service that includes management work, regardless of who the employee is, and the employee can be substituted without this generating a new payment. SENNIORS therefore has the power of management and control of a company²⁷.
- In relation to the worker's ("carer") holidays and leaves, the family ("client") may request the platform to select a substitute in the event of leave or holidays of the employee, which is free of charge for the client²⁸. In case the client is not satisfied with the employee, SENNIORS also provides replacements.
- Moreover, in case of termination of the contract, SENNIORS offers the possibility for the contract to be terminated at the employer's will without giving a cause. However, it is necessary that the employer informs the Carer in writing.
- In addition, it is SENNIORS who is responsible for preparing the letter of termination, with a notice period of 7 days and 20 days and who recognises that the employer must pay compensation of one day per month worked. In case of termination, the compensation is 12 days' salary per year worked with a maximum of 6 monthly payments. Outstanding holidays will have to be paid. In the event of the client's death, the indemnity corresponds to one month's salary (which also constitutes a support service to the worker).

Support services to the worker mainly focuses on the compliance with the Spanish law. SENNIORS only establishes a framework for their clients according to remuneration and social protection under the Spanish law. For instance, SENNIORS includes in its requirements to pay the recognised minimum wage.

- In case of **disputes or non-compliance** from the Client, SENNIORS will terminate the contract with the Client in the event that the latter carries out actions contrary to the legislation in force in relation to the Carer selected and contracted through the platform²⁹.
- However, there is not know any further **dispute resolution mechanisms** directly linked to the platform and its services, despite major controversies regarding the status of its workers, immediate replacements for any problems encountered, and the relevant legislation.

²⁷ Ibid.

²⁸ Senniors (2021). Página web.

²⁹ Ibid.

Social partner involvement

SENNIORS was the subject of a complaint by UGT and the Spanish Government Labour Inspectorate in 2021 for advertising a service and searching for a person's profile, following the guidelines of the platform that establishes the value of the hour and takes a commission for organising the activity. The platform complies with the rules established in the applied collective agreements (SETH) and Royal Decree Law 8/2015. However, there is a specific regulation on care for the elderly and a collective agreement for Home Help that the platform does not follow (see next point).

Assessment

SENNIORS is a HealthTech platform that has established itself as one of the leading companies in the sector and brings together home services and care for the elderly, together with other services for dependent people and people with serious illnesses that prevent them from carrying out basic tasks. They also provide other non-standard services such as psychology and physiotherapy. Among what could be considered as their main achievements, one can find everything from favouring direct contact between clients and workers, to facilitating recruitment and other administrative and administrative procedures that may be considered tedious by clients, to the particular and exhaustive search for employees that meet the specific and indicated needs of each client in the absence of public provision of care for the elderly.

However, the problems caused by this type of system, which is so prevalent in care platforms, should be emphasised. The growth of platforms is creating unfair competition as a result of the fact that those companies that comply with both labour and health regulations are less competitive - as they have a higher social cost. At the same time, platforms that offer a large number of personal and domestic care services tend to make domestic work invisible in the face of sickness care work. Despite these prejudices, in this type of platform, workers are required to have previous experience and knowledge in multiple socio-health fields in order to treat very complex illnesses. Furthermore, it is contradictory that, despite overshadowing such work, in SENNIORS, all employees - whether they carry out household or care tasks - are amalgamated into the category of domestic workers in the eyes of the law, when in Spain there is a specific regulation on care for the elderly and a collective agreement for Home Help that regulates the working conditions of this staff and which entails better working conditions than the SETH.

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CASE STUDY 3: YEEPLY

Description of the platform

YEEPLY is a labour platform dedicated to providing services of search and selection of remote professionals for companies to carry out digital projects. They call themselves a marketplace or virtual marketplace specialising in the outsourcing of technology projects and digital professionals through which customers can hire certain services from professionals in any discipline (app development, web development, software programming, Artificial Intelligence, RPA, EPM and all kinds of digital solutions)³⁰. The platform offers services ranging from the search for the selection of “suitable” professionals for the development of digital projects proposed by clients, to the provision of assistance, dialogue, coordination and monitoring throughout the development process. It therefore facilitates the outsourcing of workers to the companies that need its services. It follows a B2B model.

Type of platform according *Don't GIG Up, Never!* Classification: 3

NACE sector: J (INFORMATION AND COMMUNICATION) 62.09: computer programming, consultancy and related activities.

YEEPLY is characterised by its profit-making nature, with a turnover of over EUR 2.5 million³¹ and is financed by large companies such as Quental Technologies, or by public sources such as Ivace, Enisa and the European Regional Development Fund (ERDF)³². Its creation dates back to 2012, in Valencia, by Luis Picurelli and Héctor Badal, working with clients in more than 40 countries, including Spain, Italy, France, and the Virgin Islands, among others³³.

Services provided go from phone games to the creation of apps, marketplaces, portals and e-commerce.

In 2021, 60% of the employees hired by YEEPLY were working to perform tasks specific to the platform, for example, the legal department or human resources. Officially, it is estimated to have between 11-50 employees. In comparison, the 40% **were freelancers with whom the platform agrees contracts for**

30 Valencia Plaza (2018), 'Yeeply abre ronda de inversión a través de Startupxplore de la mano de Pinama', *Valencia Plaza*.

31 Aguiar, A. (2020). 'Yeeply: "Lo de digitalizarse o morir no es nuevo, pero sí lo es la velocidad con la que el mercado va a seleccionar qué empresas sobreviven y cuáles no". Business Insider.

32 Mohorte, A. (2013), 'Yeeply: la cuadratura del círculo de las aplicaciones móviles para empresas', *Empresas, Valencia Plaza, Valencia*.

33 Pastor, Estefanía (2017).Yeeply, los guardaespaldas de las 'apps'. *Valencia Plaza*.

the project management of YEEPLY clients' projects. There is no data available about how many of them are active and there are no gender disaggregated estimations.

Terms of employment and working conditions

The employment relationship established between YEEPLY and the self-employed is set out in the **'Framework Agreement'**. This sets out the terms and conditions of the contract, as well as the involvement and functioning of the "Performance Contracts" between the freelancer, the platform and the client, where it includes the implementation of the digital projects in accordance with the deadlines, the specifications of the performance contracts, and even the premises of Law 34/2002³⁴; all under Spanish law. This Framework Agreement will appear to the freelancer before accepting and they will click on "I have read and accept the terms and conditions" in order to establish a "collaborating" relationship. In the case of the contracts made by YEEPLY for its office employees, they are governed by the State Collective Bargaining Agreement for consultancy companies as their business activity is focused on the provision of computer services, data processing and intermediation between companies via the Internet³⁵³⁶.

Assignment of tasks/jobs is linked to the registration phase. Self-employed or freelancers ("Service Providers"), contact the platform through its Website in the "Talent" section, where they must give their name and contact. These professionals must previously pass YEEPLY's own validation and certification process and subscribe with YEEPLY the corresponding service provision contract. YEEPLY, after this process, will **select several workers that are adapted and specialized in the client's needs through its "matching algorithm", which connects companies with the teams of developers that best fit their projects**³⁷. Thus, it will be assigned a professional or group of professionals from among the candidates and the clients will be the ones responsible to hire the person/s on a freelance basis. In addition, the labour relations between platform and the client, or YEEPLY and the "service providers" will be regulated according to the contract and agreement between the parties; among which are aspects such as scope of services rendered, obligations of the parties, payments, acceptance of the digital project, eventual responsibilities, deliverables, intellectual property, jurisdiction, etc. Therefore, the assignment of tasks/jobs will also depend on the **contract between the parties and the digital project agreed.**

There is **no remuneration policy**, as it is settled between the client, the platform and the worker when signing a contract within those "Performance Contracts". The payment will be effected when the company has previously

³⁴ The employee must accept, prior to the contracting procedure, the obligations laid down in Law 34/2002, of 11 July, on information society services and electronic commerce.

³⁵ YeePLY (2022), 'YeePLY te ofrece la oportunidad de trabajar como programador freelance'. Página web YeePLY.

³⁶ YeePLY (2022), 'Condiciones Generales de Contratación para Proveedores de Servicios', Página web YeePLY.

³⁷ Valencia Plaza (2019), 'Más de 300 proyectos y 2 millones de facturación consolidan a YeePLY en 2018', Valencia Plaza, Valencia.

received from the Client its fees for the services provided by the platform. In such case, the worker's remuneration will be paid by YEEPLY by means of bank transfers or by any other means of payment indicated in the Performance Agreement. Also, in the event that a worker does not fulfil the project entrusted to him/her, he/she does not receive the corresponding amount. Therefore, the risk is shared. Once the "freelancer" has been designated for the project desired by the client and after being delivered, YEEPLY charges the developer 10% of the remuneration received for the project.

YEEPLY charges developers a **subscription fee** in the marketplace to be able to view projects, so there are costs to the worker.

Regarding **non-competition clauses**, users remain free to negotiate, establish any relationships and/or professional employment outside the platform.

As for working conditions such as social protection, it is provided by the worker him/herself; the remuneration for his work is regulated under the Special Social Security Regime and Royal Decree 152/2022 for the Minimum Interprofessional Wage; and rights are protected by the Statute of Self-Employment and their own action. As it is stated to be a commercial relationship, there is no working time set, nor paid holidays or leave.

Intellectual property rights should be highlighted here. What is published on the platform and the rights of the portfolio of applications, published in the professional's profile, remain as they were before they were published. In other words, there is a recognised intellectual property right to the author. The creations made for projects on YEEPLY will have the intellectual property agreed between both parties³⁸.

Other employment and working conditions could be summarized:

- a. In the case of the indications, the platform establishes prior to the agreement with the worker, a validation and certification process and shares in Article 6 of its Terms and Conditions the basis for "Trabajar con YeePLY"³⁹.
- b. It is known that the worker uses his own tools to carry out the project, but it is not known if the platform makes others available to him or if he must work through them.
- c. YEEPLY platform does manage the payments between the parties, and it cannot be done outside of it⁴⁰.
- d. There are rewards for achievements provided by YEEPLY. Consequently, there is established criteria on the scoring system that constitutes the platform and that may determine the efficiency and/or productivity of the professional and may limit his or her service delivery and, therefore it exists a **feedback/rating system**.
- e. YEEPLY can terminate the employment relationship with the employee with or without cause. That is, there is a system of sanctions conditioned

³⁸ Loslunesalsol (2013), 'YeePLY, el crowdsourcing llega a las apps para móviles', Genbeta.

³⁹ YeePLY (2022). Términos y Condiciones. Sitio Web YeePLY.

⁴⁰ *Ibid.*

- by certain parameters that can lead to the termination of the relationship.
- f. Without the platform, professionals would not be able to access the companies that need their digital services.
 - g. In the event that the worker has dependent personnel under his or her charge, he or she may not remove or replace any of the professionals that make up the team dedicated to the development of the Digital Project, unless he or she has prior written authorisation from the platform.

Platform service to the client: the platform gives a 6-month guarantee to clients in case of any error or technical incident that will be covered by the “Service Provider” with a notice within 7 days after delivery of the service⁴¹. If the worker fails to deliver the final version of the project on time and to the Client’s satisfaction, or fails to remedy any non-compliance with the specifications within the stated period, YEEPLY will be entitled to receive all documentation and effects as may be necessary in order to contract or commission any third party to complete the undelivered or defectively delivered project. The worker will be forced to make available to the platform the entire digital project carried out up to that moment. Furthermore, they sign a confidentiality agreement or privacy policy in relation to privacy of project details, and they provide other services such as accompaniment and consultancy.

Platform support services to the workers are low, almost non-existent as it only facilitates them basic services to the worker, providing them with information, data and even notifying them of incidents that may affect them. They are also obliged by the Framework Agreement to provide all data and information necessary for the worker to successfully complete the development of the projects. Moreover, YEEPLY is not known to guarantee means such as dispute resolution mechanisms from the platform itself.

Social partners involvement

The actions of UGT, other trade unions and employers’ associations have improved the regulation and rights of workers in each of these areas within digital platforms. However, there is currently a struggle to extend the functional scope of collective agreements in order to improve the rights of workers in sectors operating within digital platforms. In addition, collective bargaining underwent a modification because of the 2021 labour reform whereby the company agreement has to have the same salary as the sectoral agreement, which strengthens sectoral collective bargaining. In the same vein, we should not forget elements such as outsourcing, which has promoted many platforms such as YEEPLY to take advantage of outsourcing with other companies and avoid taking on labour costs and risks.

The platform does not apply any collective agreements towards the workers because they are self-employed. If YEEPLY were to hire the workers, their labour conditions would be regulated under the consultancy collective bargaining agreement.

⁴¹ YeePLY (2022). Official website.

Assessment

YEEPLY focuses its achievements on customer-worker contact, on the search for experts and specialists from the sector through interviews and different selection processes, as well as on providing a service that is in high demand in the current context of digitalisation. It should be added that the platform is easily accessible to freelancers' workers in the IT sector when looking for and finding a job. In addition, the use of Artificial Intelligence to match the client and worker more closely to the client's needs seems to be an element that not only matches other digital platforms, but also seems to work for its clients.

The bogus freelance model that YEEPLY follows, is a key factor to note. Despite having highly qualified professionals, YEEPLY could be favouring the precariousness of employment, together with the externalisation of the social costs inherent to salaried workers. This model allows the platform to offer labour flexibility whereby staffing is adjusted to the number of active projects. The use of Artificial Intelligence, through algorithms programmed with unknown parameters, can also raise controversy when it comes to assigning or not assigning a job to a professional. It is also important to highlight the issue around cross-border labour and workers in this case, according to the Proposal for EU Directive⁴².

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⁴² Kolinska, D. (2022). Digital workers: better working conditions and protection of rights. European Parliament, Press Releases

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