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RESEARCH ARTICLE

Working conditions in platform work: testing digital platform workers' rights on platform cooperatives

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Abstract

The emergence of platform work has provided new opportunities for job creation, yet it also poses numerous challenges, thereby placing the topic at the centre of the policy debate. At the same time, discussion of the platform economy usually fails to acknowledge the coexistence of different platform models and their diverse socioeconomic impact with regard to the SDGs and the European Pillar of Social Rights (EPSR). This paper aims to contribute to the debate on regulating platform work by testing the 'Charter of digital workers' rights' arising from the Platform Labour in Urban Spaces (PLUS) European project, in three platform cooperatives: Fairbnb.coop, SMart, and Katuma. The empirical analysis and testing are based on qualitative surveys, co-creation sessions and interviews. The analysis could prove useful for further EU policy, national transposition of EU legislation and potential legislation worldwide. The results show the importance of providing a clear-cut definition of platform work, as well as considering different platform models. More specifically, the paper reflects on the definition and fair scheduling of working time (total amount of working hours, scheduling, and disconnection), fair and decent remuneration, the right to information on contractual conditions and the right to transparency in algorithmic systems, and training rights.

Keywords

platform work, platform economy, platform cooperatives, working conditions

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Any reports and responses or comments on the article can be found at the end of the article.



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Plain language summary

Platform work has become a popular form of employment, creating new job opportunities. However, it also comes with challenges that need to be addressed. The discussion around platform work often overlooks the fact that there are different types of platforms with varying impacts on society and the achievement of Sustainable Development Goals (SDGs) and the European Pillar of Social Rights (EPSR).

This paper aims to contribute to the debate on regulating platform work by testing the 'Charter of digital workers' rights' developed by the Platform Labour in Urban Spaces (PLUS) European project. The testing is done in three platform cooperatives: Fairbnb.coop, SMart, and Katuma. The researchers conducted qualitative surveys, co-creation sessions, and interviews to gather empirical data.

The findings of this research can be valuable for shaping EU policies, implementing EU legislation at the national level, and even informing legislation globally. The study emphasizes the need for a clear definition of platform work and the consideration of different platform models. It also highlights important aspects such as fair scheduling of working hours, fair pay, access to information about contract conditions, transparency in algorithmic systems, and the right to training for platform workers.

Introduction

The platform economy, *i.e.,* collaborative consumption and production of capital and labour supported by a digital platform, is growing exponentially (Fuster Morell, 2018; Kenney & Zysman, 2016), giving birth to what is now widely known as platform work (De Groen *et al.*, 2018).

The emergence of platform work has created a number of opportunities but has also generated numerous challenges and concerns (Aloisi, 2022; De Stefano, 2015; Huws *et al.*, 2019; Van Doorn, 2017). Since it appeared, one of the most widespread concerns surrounding platform work has been the legal (miss)recognition of platform workers and the lack of workers' rights, including the right to collective bargaining (De Stefano, 2015; Huws *et al.*, 2019). And there is increasing evidence suggesting platform work clashes with existing regulations on workers' rights while tending to exacerbate gender, racial and socioeconomic inequalities (De Stefano, 2015; Graham *et al.*, 2020; Huws *et al.*, 2019; Van Doorn, 2017). Most of this research focusses on the impact of algorithmic management and the use of gamification techniques that facilitate intensive forms of surveillance and reinforce discrimination (O'Neil, 2016; Sun, 2019; Zuboff, 2019).

The EU Commission has started several initiatives, such as *The Digital Markets Act*, 2022 and the *European Pillar of Social Rights* (European Commission, 2021a) to generate a better framework for platform economy working conditions. Nevertheless, the most crucial initiative with regard to platform work is the directive on *Improving Working Conditions in Platform Work* (European Commission, 2021b), approved by the European Parliament in February 2023, which highlights *"the significant economic and social role of social economy entities as an example of participatory-governed businesses which use digital platforms to facilitate citizen engagement and the selling of locally produced goods and services, aiming to achieve better working conditions for their members"* (Gualmini, 2022). However, the whole text is based on extractive business models, mainly those of transport businesses, thus showing a lack of understanding of platform cooperative models. Furthermore, the proposal is vague in that Member States lack much more detailed proposals on the particular challenges that platform cooperative models face and how they might be supported. Indeed, this legislative bias is likely to remain in place until different platform models and types of platform work are acknowledged in the research. More specifically the most concerning issue is that widely used definitions of the platform economy and the conditions of platform work still show a bias towards extractive profit-oriented models (Langley & Leyshon, 2017; Srnicek, 2016; Sundararajan, 2016). Such definitions generalise the characteristics of these models to the whole platform economy ecosystem (Fuster Morell *et al.*, 2020; Laukkanen & Tura, 2020), despite the role of platform cooperatives in promoting democratic principles (Bauwens & Kostakis, 2015; Fuster Morell *et al.*, 2020; Scholz & Schneider, 2017).

Another significant consequence of the lack of empirical studies on prosocial platforms is that their unique challenges and needs generally go unheard. In this regard, introducing a regulatory proposal will impact on how they function, an issue that is not currently given enough consideration in the policy arena. This paper aims to contribute to this important political debate by testing the theoretically and empirically informed 'Charter of digital workers' rights' (UOC, 2021, hereinafter referred to as the Charter), arising out of the Platform Labour in Urban Spaces European (PLUS) project, on three platform cooperatives: Fairbnb.coop, SMart, and Katuma.

The primary aim of the Charter is to serve as a tool to establish adequate protection for platform workers and inform policymaking nationally and in Europe. However, it is based only on the business models of four major platforms: Uber, Airbnb, Helpling and Deliveroo. Although these platforms are good examples of the extractive platform economy, they misrepresent the overall platform economy ecosystem. This article provides an empirical analysis of the efficacy and impact applying the Charter would have on alternative and cooperative platform models. The Charter was tested through surveys, co-creation sessions and interviews with the alternative business models involved in the PLUS project (Fairbnb.coop, SMartFr, and Katuma-OFN).

The article concludes that it is important to provide a clear-cut definition of platform work and take different platform models into consideration. More specifically, the paper reflects on the definition and fair scheduling of working time (total amount of working hours, scheduling, disconnection), fair and decent remuneration, the right to information on contractual conditions and transparency regarding algorithmic systems and training rights.

The article is structured as follows: the following section introduces the research design and the methodology used, after which the Charter of digital workers' rights and its application in the three pilot tests is presented. Finally, the article ends with the discussion and conclusions. In order to expedite the dissemination of our research, an earlier version of the manuscript has been published on OSF (Open Science Framework)[1].

Methods

The aim of the article is to inform the debate on platform work regulation with regard to its potential impact on alternative platform economy models. To do this, the paper tests the Charter on three platform cooperatives: Fairbnb.coop, SMart, and Katuma. This charter[2] is empirically and theoretically informed by the research arising from the PLUS project which focused on understanding the work models behind four major platforms, Airbnb, Helpling, Uber and Deliveroo, in seven different European cities.

Fairbnb.coop is a cooperative accommodation booking platform and global network that connects hosts with travellers to crowdfund social projects (Foramitti *et al.*, 2020). Katuma is an online platform in the Open Food Network (OFN) project that facilitates the work of consumer groups looking to consume agro-ecological and local products directly from producers (Espelt, 2020). Lastly, Smart is a cooperative whose mission is to assist freelance workers by facilitating access to social protection (Vercellone *et al.*, 2019). All three were selected because they provide an alternative to mainstream extractive platforms as they are part of the platform cooperativism ecosystem (e.g. Fuster Morell *et al.*, 2020; Scholz, 2016). They also represent a variety of sectors and are sufficiently well-developed in terms of their turnover to be analysed.

For all three cases, we adopted the same process, based on four main phases: (1) exploration; (2) design and planning; (3) delivery and (4) analysis. The initial exploration phase consisted of meeting the pilot platforms and gathering information on their needs, opportunities, and challenges. The aims and specific objectives of each of the pilot platforms were then built into the design and planning phase. Next, in the delivery phase, specific testing was conducted and internal changes in the organisations were implemented. Finally, all the data gathered from 24 interviews and a survey with a total of 30 participants and three co-creation sessions was analysed (See underlying data, Fuster Morell *et al.*, 2023). The testing asked each pilot platform what they thought the introduction of such a charter would imply for the organisation if their stakeholders (consumers, workers, providers, and customers, among others) thought they were complying with the different clauses, and what their views were on applying them to their organisation and other social and solidarity economy initiatives. The next section provides a brief introduction to the Charter and an explanation of the rights that were eventually tested.

The Charter and rights tested

The Charter contains 13 rights divided into two bodies (Table 1). This first body of rights was designed to protect the needs of casual or part-time workers on digital platforms. The second body applies only to workers who are regularly involved in the platform's production process. The rights are justified by the need to protect workers regardless of whether they are correctly classified as employed or self-employed.

The Charter gives platforms margins to decide how to combine these rights at their own discretion (Table 2). It states that a digital platform may decide to combine them, with different weighting, into a specific framework to protect workers' rights that suits with how the business is organised at any given time (UOC, 2021:17).

The Charter defends all these rights as the minimum applicable standard, without prejudice to any other rights conferred on workers by legal acts of the European Union, Member States whose legislation is applicable and collective bargaining agreements. In line with the system of European legal sources, the Charter observes a "principle of non-regression." Another important aspect to consider is that the Charter does not offer a specific, clear-cut definition of platform worker. This is intentional, as avoiding establishing clear boundaries was thought to be beneficial to this still emerging research field of study, due to its limited nature at the moment (UOC, 2021).

Although the Charter contains 13 rights, not all of them were properly tested in the study. There are two main reasons for this. Firstly, applying some of the rights would pose major organisational challenges for the organisations in the study, unfortunately outside the scope of the project. This is the case of data portability, as its technical difficulties would require close coordination between different projects. Secondly, even though the organisation might have been willing to test them, certain rights did not match the organisational model. The Charter does not consider this a problem because, as mentioned before, it gives platforms flexibility in deciding which rights to implement. Eventually, the final list of rights tested were: the right to disconnect, training rights, the right to a maximum and a minimum number of working hours, the right to fair and decent remuneration, and the right to information on contractual conditions (see Table 1). A brief reflection on the right to a transparent use of algorithms is included, but this is not thoroughly tested.

The Charter includes specific clauses for each of the rights it covers. The following table (Table 3) summarises these clauses for each of the rights tested.

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[2] Due to space constraints, it is not possible to offer a detailed explanation of the conception or content of the charter. However, it is available online at the following link:

Table 1. Charter of Charter of digital workers' rights.

First body	(1) Right to proportionate personal data processing
	(2) Right to information on contractual conditions
	(3) Right to a transparent use of algorithms
	(4) Right to non-discrimination
	(5) Right to a transparent and fair reputation rating system
	(6) Right to move to another digital platform
	(7) Training rights
	(8) Right to health and safety protection
	(9) Right to fair termination of the contract
	(10) Right to disconnect
Second body	(11) Right to a maximum and a minimum number of working hours
	(12) Right to fair and decent remuneration
	(13) Collective rights

Table 2. Rights tested.

Rights tested in each platform cooperative	Fairbnb.coop	Katuma	Smart
Right to disconnect	Yes	Yes	No
Training rights	Yes	Yes	Yes
Right to a maximum and a minimum number of working hours	Yes	Yes	Yes
Right to fair and decent remuneration	No	No	Yes
Right to information on contractual conditions	No	No	Yes
Right to a transparent use of algorithms	Brief reflection	No	Brief reflection

Results

The Fairbnb.coop pilot platform

The rights tested with the Fairbnb.coop were: (1) training rights and (2) the right to disconnect. However, first it is worth giving a brief discussion on the right to a transparent use of algorithms and the right to an explanation.

From the very beginning, Fairbnb.coop was based on remote working in aiming for decentralisation and inclusion. Fairbnb.coop workers and ambassadors, some of them volunteers, are scattered all over the world. Working like this in different time zones complicates teamwork and digital disconnection. Fairbnb.coop does not use geolocation devices, so Clause 3 does not apply to their case. The other two clauses (guaranteeing the full right to disconnection when unavailable and not suffer penalisation for doing so) should be examined for different types of workers. An added element of complexity in the case of the cooperative's workers and ambassadors' concerns collaboration and remote team management, compared to platform workers performing tasks individually. As seen from the survey and co-creation session, reflections on the right to disconnect relate to the company's working culture and tools. Guaranteeing full disconnection in a young start-up entails establishing clear norms regarding working hours (maximum number of hours, the need for breaks and days off) and respecting each individual's responsibilities and needs. Coordination is essential, so it is important to have a clear idea of when the other workers or ambassadors are available for meetings. This relates to the right to a minimum and maximum number of working hours. It further raises whether the right to working hours should be included in the second circle, applicable only to workers with a regular and direct relationship with

Table 3. Clauses for each of the rights tested.

Right	Description
Right to disconnect	(1) The platform guarantees platform workers the full right to disconnect from digital devices when they are not performing tasks and when they have not made themselves available; (2) disconnection from digital devices does not penalise any aspects of the working relationship; and (3) geolocation devices may not remain in use outside the working time.
Training rights	(1) The platform must provide the worker with the necessary skills to carry out the activity; (2) the platform must actively contribute to the worker's training and the enhancement and preservation of their professionalism; (3) training must be updated when assigning new tasks or modifying previous tasks.
Right to a maximum and a minimum number of working hours	(1) Working time is the period in which the worker is available on the platform and the full working time has to be remunerated; (2) a maximum weekly working time should be set, in line with national legislation; (3) regarding available working hours: (3.1) the platform requires the worker to communicate the number of weekly working hours for which he/she is available or the period in which the service is offered; (3.2) within this number of hours or this period, the platform must guarantee the work or the remuneration or compensation; (3.3) the worker may change the number of available working hours or services offered, at a frequency that may be defined in collective bargaining agreements. (4) Regarding the predictability of work patterns: (4.1) platform workers must be informed in advance of the arrangements for determining their working time; (4.2) when the weekly availability of each worker is not predefined, the digital platform shall inform the worker of hours and days within which the worker may be required to work, the minimum notice period to which the worker is entitled before the start of a work assignment and the deadline for cancellation; (4.3) the same rules apply to platforms operating a short-term rental service; (4.4) workers should be able to refuse a task assignment without suffering negative consequences for doing so if it does not fall within the hours and days on which the worker may be required to work or if they have not been notified in accordance with the minimum notice period, . (5) Regarding the right to bargaining on work time patterns: (5.1) the choice of the working time model should be discussed with the trade unions or workers' representatives. (6) Regarding daily rest periods: (6.1) the platform worker shall, in all cases, be entitled to 14 consecutive hours of rest every 24 hours and night work shall be considered work done from 10.00 pm to 7.00 am. (7) Right to refuse: (7.1.) Right to refuse a task for a legitimate reason without any negative consequences, including illness, care duties or the right to strike. (7.2.) Workers may also refuse to work in a slot without giving a reason twice a month without penalisation.
Right to fair and decent remuneration	(1.1) Platform workers must be guaranteed a minimum fixed hourly remuneration which is fair and decent; (1.2) the time spent by the worker at the disposal of the platform must also be remunerated or compensated; and (1.3) the compensation shall be adequate for the time spent on the platform and set in accordance with the applicable legal provisions or collective bargaining agreement. In the absence of applicable legal provisions or a collective bargaining agreement, the platform shall discuss parameters for compensation with workers' representatives. Moreover, the Charter also states that platform workers must be guaranteed compensation for work carried out under special conditions such as night work, working on public holidays and working in unfavourable weather conditions (2.1). Finally, it states that the platform shall reimburse the worker for any costs incurred in the performance of the work which are directly attributable to the activity requested by the platform (3.1).
Right to information on contractual conditions	(1.1) The activities performed for the platform are regulated by an individual contract between the worker and the platform. However, it also states that: (2.1) in the absence of an individual contract, digital platforms are required to provide their workers with prior and complete information on all the working conditions, complying with the mandatory legal provisions and collective agreements. In both cases it considers that: (3.1) as a minimum, digital workers must be informed of the essential elements of the labour relationship, defined in compliance with applicable mandatory legislation. It also states that: (3.2) any changes in the elements as defined in paragraph 3.1 must be supplied by the digital platform to the workers' representatives and trade unions before the changes occur. Any changes in the elements as defined in paragraph 3.1 must also be supplied as soon as possible by the digital platform to the digital workers in a written paper or electronic document. Third, it considers that: (3.3) the worker and trade unions have the right to request negotiations on changes to contractual conditions. Finally, regarding the timing and form of the information it states that: (4.1) in the absence of an individual contract, digital workers and users have the right to be informed of the rights and obligations arising from the working relationship before the start of work and before any changes and that, in all cases: (4.2) The information must be clear, comprehensive and easily accessible.
Right to a transparent use of algorithms and the right to an explanation	(1.1) Platforms have the responsibility to indicate the main parameters relevant to defining the allocation of shifts, distribution of job offers, assessment of work and arrangements for waiting time and for determining remuneration; (1.2) platform workers and users have the right to an explanation of the algorithmic procedures; and (1.3) the indication of the main parameter must be clear, comprehensive and easily accessible. Finally, the Charter also includes the right to human intervention and considers that the way the algorithm operates and affects work organisations must be discussed with unions and workers' representatives, particularly with regard to the issues outlined in "Collective rights" (3.1).

the platform, or placed in the first circle, applying both to workers with a steady relationship with the platform and those with an irregular one, with the right to disconnect.

Fairbnb.coop also complies with all the training rights clauses, but provided input that might help inform the Charter. In particular, their contribution suggests a definition of "necessary skills" that distinguishes between transferable and non-transferable skills may be useful. The training needed by different types of users involves not only learning how to use the specific digital tools but also skills specific to their area of work. For instance, ambassadors responsible for rolling out the platform in their city need a wide array of hard and soft skills: negotiation, marketing, intercultural communication, business development, legal and tax issues regarding short-term rentals and community building. The survey in Fairbnb.coop's case revealed that ambassadors felt the organisation was only partially addressing these training needs.

Next, Fairbnb.coop does not use a price recommendation algorithm or a listing ranking algorithm, but instead uses a basic match-making algorithm to connect travellers to hosts. Although the Charter does not differentiate between different types of AI, this kind of technology is unlike the one at the centre of debates regarding the use of algorithms by short-term rental platforms.

The Katuma pilot platform

Katuma is the Spanish node of the Open Food Network (OFN), an online platform that directly manages orders between agroecological product producers and consumers. The Open Food Network (OFN) is a collaborative global network of local non-profit organisations that co-develop Free/Libre Open Source Software (FLOSS).

Katuma's current financial resources are very limited, which generates a vicious circle that harms working conditions. Katuma's workforce was characterised by having only one employee with a part-time contract, working a considerable amount of overtime and irregular hours, and some volunteers. When analysing this single worker's working day, we realised that the platform is not very usable, so there is a high training cost translates into a considerable number of working hours given to teaching potential and current users how to use it. Regardless of the above challenges facing Katuma, the following rights were tested: (1) the right to a minimum and a maximum number of working hours; (2) the right to disconnect; and (3) training rights.

Although Katuma's employees may be considered platform workers as they provide services directly or indirectly to the platform, their work is not managed through a platform, and they are not subjected to geolocation. Nevertheless, they receive emails that sometimes need a rapid response outside their working hours. It may then be worthwhile for the Charter to provide some clarification on terminology and take into consideration that, although some platforms embed all communications in their own platform and therefore disconnecting from it may be sufficient, for other platform workers, disconnection from the platform may not have any effect, as they may also rely on other channels. For this reason, a more detailed definition of 'digital devices' and 'tasks' may be useful. It may also be worth considering the ways in which people entitled to the right make themselves available and include mechanisms for adequate monitoring of time.

Secondly, regarding the right in the Charter to a maximum and a minimum number of working hours (1.1), it is assumed that all the work is performed through or monitored by the digital platform. While this may be more representative of certain cases, such as platform couriers, this is not the case for Katuma. Workers' available time on the platform is not their full working time; they also perform activities outside the platform, such as commercial meetings with potential producers. In other words, work is not managed via the digital platform but rather the platform acts as an administrative tool. In Katuma's case, they are considered platform workers, but their work is not managed through a digital platform. Moreover, tasks within the pilot test cannot be considered microtasks, gigs or similar, given that they consist of very different activities.

Thus, it may be worth reconsidering what working time is and ensure it is adequately monitored, so all activities performed and time spent are included and remunerated. Another important issue is that although the best-known platforms are characterised by having on-demand workers and splitting work into tasks or "gigs", there are certain cases in which this is not the case, which may need further specification.

Secondly, regarding training rights, in the case of Katuma, although they complied fully with these rights, a number of interesting points still emerged. In particular, the problem was not related to changing tasks but to platform updates. Although the task remained the same, certain technical aspects change, which required relearning. Therefore, we think it would be worth including a specific mention of changes in the platform and not just tasks in the third clause.

The Smart pilot platform

Founded in Belgium in 1998, Smart is a cooperative whose mission is to assist freelance workers carry out their activity while benefiting from the social protection associate with paid employment yet maintaining their autonomy and flexibility as independent workers. Smart also aims to relieve independent workers from having to do their own accounting and financial management. The main challenge Smart faces is that the current platform and management tools used to help members with administrative burdens are somewhat out of date.

Moreover, most Smart members are related to low-paid, unstable sectors, which poses a challenge to the sustainability of Smart. First of all, since wages and the type of working contract are established based on their billing, most members only get access to short-term contracts. Secondly, one of the key benefits for members joining Smart is that the organisation

ensures they will be paid irrespective of whether their clients pay the bills. Smart covers these unpaid amounts through a collective salary fund that relies on members' contributions. The problem is that unpaid bills or bills paid at 90 days, or more are increasingly frequent in the sectors where most members work.

The rights tested in the case of Smart were: (1) right to information on contractual conditions; (2) training rights; (3) right to a minimum and a maximum number of working hours; and (4) right to fair remuneration. The right to algorithmic transparency was also analysed.

Firstly, regarding the right to information on contractual conditions, from the co-creation sessions and interviews, we realised that the main problem was poor communication between Smart and its members. The latter did not have the sufficient, accurate knowledge regarding their contractual conditions and the associated rights. Thus, we recommend that this right also considers the importance of clear and transparent information.

As a means of ensuring the right to fair remuneration, Smart does not accept invoices that fail to meet certain minimum standards and tries to detect cases where members have only one client to prevent false self-employment status. It might therefore be worthwhile specifying the meaning of fair and decent remuneration (e.g., minimum wage) and bonuses. In addition, the Charter considers effective working time as the time workers are at the disposal of the platform. However, workers on Smart only use the platform for administrative purposes and it does not define their working time. In this regard, it may be worth finding ways of accurately reflecting working time.

Smart is an interesting case to analyse regarding the right to a maximum and a minimum number of working hours, since its existence relies on offering workers certain features of self-employment such as autonomy in the establishment of functions and prices, while they are *de facto* employees. One of the positions Smart defends is the opportunity of providing social security while workers retain their autonomy and flexibility regarding both tasks and working time. However, complying with the national labour code in terms of the maximum weekly working time was a huge concern of the Smart internal team. Since workers may rely on income earned through the Smart arrangement and may want to avoid becoming indebted, they may tend to work more than a traditional working week and accept more clients than they need to avoid debt when their income drops. Autonomy and flexibility are not independent of income. It may be worth linking the right to fair remuneration with the right to minimum and maximum working hours. The stipulation in 4.4, "workers should be able to refuse a task assignment if it does not fall within the hours and days on which the worker may be required to work or if it has not been notified to them in accordance with the minimum notice period, without suffering any negative consequences for having refused it," may be appropriate for employed workers but not for the self-employed, who would lose autonomy and flexibility if this rule were enforced.

Furthermore, ensuring daily rest periods and the right to refuse tasks may not have any negative consequences in relations with Smart, but a client might terminate the contract if it were enforced. In this regard, it may be worth outlining what is meant by "negative consequences" in the Charter. For instance, it may be the case that a platform worker decides not to work and earns no money for the specific task/hours, but their colleagues might work more hours, hence the former's reputation would not be damaged but their position on the ranking might worsen due to the platform rating system. Workers may perceive all cases as negative since in all of them, their income drops, yet the platform would argue that if the income of a worker gets reduced after vacations because their peers keep working is not their responsibility.

Finally, Smart tries to promote the training and professionalism of its members, but training opportunities sometimes fail to reach the recipients. There are a number of reasons for this. Firstly, the information on training must be proactively requested by members. Secondly, members are the ones who have to ask for the training they need so that Smart can find options. Thirdly, some of the training available has a cost for the member. This, in turn, links to several concepts that might be expressed too vaguely in the Charter, such as "necessary skills," "actively contribute" and "professionalism." In particular, how each of these concepts is conceived may vary among companies and workers. For instance, companies may have the incentive to provide training that gives workers specific knowledge of how the company works but which is not transferable to other jobs.

Consequently, it would be worth including a clause stating that training needed to perform the activity, especially non-transferable training, must be free of charge. Also, we suggest including at least general guidelines on the frequency and intensity of the training.

Finally, although the right to transparent use of algorithms was not tested, the issue arose during the first round of interviews and in several of the initial meetings with Smart. While the IT Smart manager confirmed the use of algorithms, the other participants strongly denied their existence. The survey portrayed a similar picture, as only 2 out of 11 respondents were aware of their existence. However, the algorithm at Smart is much simpler than the algorithmic management systems characteristic of the platforms studied. In this regard, we believe that an additional clarification is needed to distinguish algorithms from artificial intelligence and that this should be acknowledged in legislation. It is not only important for platforms to be responsible for the consequences of the algorithmic systems they design and use, but also to ensure that neither human decision-making nor algorithmic management systems lead to discriminatory decisions. Therefore, although we understand the complexities, we consider

that non-discrimination should not be framed as exclusive to algorithms. Moreover, as a development of the right, these systems need to be designed to prevent any kind of discrimination and to promote inclusion and accessibility.

Discussion and conclusions

On 2 February, the European Parliament gave the green light to the Directive on improving platform workers' conditions as proposed by the European Commission in 2021. The proposal defines a digital labour platform as one that, as a minimum, has some degree of influence on matching the demand for tasks with the workers available to perform them. According to this definition, the platforms analysed in this research are not digital labour platforms. Nonetheless, they help raise important issues. The article firstly provides a general reflection on the charter, followed by suggestions for each of the rights tested.

The Charter is divided into two blocks. The first is designed to introduce universally applicable rights regardless of whether a contractual working relationship exists with the platform. This also applies to those that directly and indirectly provide goods and services, including offline, to a digital platform. The second group addressed digital platform workers, regardless of whether they are employed or self-employed, and relate to the platform's labour process. This block recognises trade union rights, among others.

This, in turn, implies that people performing the same tasks directly or indirectly for a platform may be granted different rights, which could prove counterproductive. Another important issue linked to the definition of platform work is when someone can be considered as offering labour or goods to the platform and when not. In this regard, the pilot tests offer a number of significant pointers. For instance, whereas a Fairbnb host would be considered as doing so, the case of a Fairbnb. coop ambassador, in charge of developing the local nodes, is debatable.

Thirdly, although all the pilot platforms have been recognised by different audiences as platform cooperatives, in some there is internal debate whether they themselves consider this their status. This links to emerging debates on the increasing "platformisation" of the economy, which may further blur the frontiers between what is and what is not a platform.

Without delving into the debate on whether the pilot tests here can be considered platforms, as it falls outside the scope of this article, what can be stated is that none of the forms of work analysed in the tests have any significant characteristics in common with gig workers. Nevertheless, according to some definitions, platform work is considered equivalent to gig work (split into tasks, low-paid, unstable, and involving self-employment). A number of specific suggestions for each of the rights is outlined next.

First, regarding the right to disconnect, the article suggests it may be worth clarifying terminology such as "digital devices" and "tasks," since for some, disconnection from the platform may be enough, but if other channels of communication exist then such disconnection may not be sufficient. In this sense, it might be worth considering how people entitled to the right make themselves available and include mechanisms to adequately monitor time that acknowledge "multi-apping."

Secondly, regarding training rights, a definition of "necessary skills" that distinguishes between transferable and non-transferable skills might be useful. Furthermore, although the Charter acknowledges that changes in tasks may require training, it does not consider that technological updates may need training too, as is illustrated in the case of Katuma. This is especially relevant because the European directive includes changes in technology but not in tasks, but changes in both impact workers, thus including both should be useful.

Thirdly, concerning the right to a maximum and a minimum number of working hours, in the case of Fairbnb we saw this was only applicable to people with a regular working relationship with the platform, leaving out ambassadors, who often work long hours. Therefore, we recommended discussing the application of this right to workers with non-standard working arrangements. Moreover, the number of working hours on platforms such as for domestic work (or all the platforms analysed in this article), which do not rely on connecting to the platform to carry out the work, may lead to inadequate calculation of the number of working hours, a further aspect to consider.

Regarding the right to fair and decent remuneration, above and beyond the idea of ensuring access to information, the results on the right to information on contractual conditions show the importance of making this information accessible and understandable to all workers. Other important aspects arising from the pilot tests which are not included in the Charter are those rights associated with social security.

Finally, although the analysis of the right to a transparent use of algorithms is limited, it nevertheless it highlights an important distinction between algorithmic intelligence and machine learning systems. Another interesting aspect is that the platforms analysed do not use automated Algorithmic Management (AM) systems. There are always humans behind decisions. But this does not ensure unfair decisions are avoided. The directive states that humans should be behind important decisions. However, departs from the belief that having a human behind the system may provide a better outcome. Independently of this, there is a risk that platforms might justify themselves or avoid retaliation by stating that humans are behind the process. Whether there are humans is not as important as the impact a particular system causes, however digitalised it is.

The platforms analysed in this paper are publicly recognised as platform cooperatives and have received praise for aiming to promote better working conditions and a sustainable development of the platform economy. The EU directive acknowledges that these platforms may be the key to promoting

decent work in the platform economy, and that Member States should facilitate their emergence and economic sustainability. In this regard, the platforms studied in this paper face major challenges related to limited funding and an institutional context that hinders their competition when promoting fair and decent working conditions. Promoting social and solidarity economy initiatives is not sufficient for ensuring the minimums and providing positive rather than just negative rights (towards inclusion etc.).

Finally, it is worth pointing out that although this is an emerging field and evidence is still scarce, we need to aim to provide general rights for all workers. Clearly, workers' needs differ depending on their subjective experiences, their sector, and a range of other factors, so collective agreements should address that. Nevertheless, it cannot be the case that certain workers are entitled to fewer rights because their subjective experience means they avoid collective action, or because they are less visible, or even because it is a field harder to approach (i.e., online workers).

This is currently the case with domestic workers, for example, and this should be prevented from occur in a future where Europe is aligned with the Sustainable Development Goals (SDG's) and The Pillar of Social Rights. Along these lines, the Charter adapts more closely to workers on on-demand food delivery platforms than other sectors, despite attempting to address them all. In this regard, despite the evident difficulties involved in including a wide range of sectors, we consider that establishing a set of rights applicable to as many workers as possible should be a priority, to ensure they are granted the best working conditions and wellbeing possible.

Ethics and consent

Dr. Marta Aymerich, president of the Ethics Committee of the Universitat Oberta de Catalunya, certifies that the Committee has evaluated the proposal submitted by Mayo Fuster Morell regarding the "PLUS - Platform Labour in Urban Spaces: Fairness, Welfare, Development" R&I project, in which she will participate by collecting, sharing, and having access to research data. It is confirmed that for the "PLUS - Platform Labour in Urban Spaces: Fairness, Welfare, Development" project, the researchers and their collaborators have the necessary ability, facilities, and resources to carry out the study. The established experimental protocol ensures the integrity and dignity of the participants, and it is adequate to the objectives of the study, considering the anticipated benefits in relation to the potential risks and discomfort for participants. The procedure for obtaining informed consent, including the provision of an information sheet, and the recruitment process for subjects are deemed appropriate. The researchers of the project are committed to complying with the obligations derived from the Spanish Law 15/1999 on Personal Data Protection, General Regulation on Data Protection 2016/679, and relevant complementary legislation. Following the ethical considerations on human experimentation and personal data processing, the committee approved the "PLUS - Platform Labour in Urban Spaces: Fairness, Welfare, Development" project during the meeting held on October 15th, 2019. This document is signed for the record in Barcelona, on October 15th, 2019.

Data availability

Underlying data

CORA. Repositori de Dades de Recerca: Platform economy 60 cases' analysis. https://doi.org/10.34810/data843 (Fuster Morell *et al.,* 2023).

The project contains the following underlying data:

- 01_PLATFORM_ECONOMY_CODEBOOK.ods
- 02_PLATFORM_ECONOMY_BBDD_ANALYSIS.ods
- 04_Profiles_interviewed.odt
- 05_Interviews_transcriptions.txt
- 07_surveys_results_Katuma_Catalan.tab
- 08_surveys_results_Fairbnb_English.tab
- 09_surveys_results_Smart_French.csv

Extended data

CORA. Repositori de Dades de Recerca. Platform economy 60 cases' analysis. https://doi.org/10.34810/data843 (Fuster Morell *et al.*, 2023).

The project contains the following underlying data:

- 03_Semi-structured interview script.txt
- 06_Surveys_script.odt

Data are available under the terms of the Creative Commons Zero "No rights reserved" data waiver (CC0 1.0 Public domain dedication).

Acknowledgements

The project team is deeply grateful to Jonathan Reyes (Fairbnb.coop), Eugeni Chafer (Katuma), and Marie Van Campenhout (Smart) for their contributions during the testing phase. We also thank Vera Vidal and Nuria Vega of Dimmons Research Group for their collaboration during the field work. Moreover, we would like to thank the team from the University of Bologna who developed the Charter: Patrizia Tullini, Annamaria Donini and Beatrice Dassori.

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✗

Uma Rani
International Labour Office, Geneva, Switzerland

This paper makes a claim that the ongoing debate on regulating platform work does not recognise the different types of platforms that exist and which have differential impacts on society and it looks at cooperative platforms and examines and test the 'Charter of digital workers' rights' developed by the Platform Labour in Urban Spaces (PLUS) European project in three platform cooperatives.

First, it is not clear why these platforms have been chosen for this study, it might be helpful for the reader to understand the motivation behind the choice and to what extent these cases are replicable and scalabe.

Second, the argument that the EU directive is largely based on taxi platforms is incorrect as they take into consideration both location-based and online web-based platforms. This is evident from the point on transparency and traceability “to enhance transparency, traceability and awareness of developments in platform work and improve enforcement of the applicable rules for all people working through platforms, including those operating across borders.” EU Directive It is also not clear to me from the paper, as to what aspects are missing because the platform cooperative model is not considered. The Uber platform model is the worst form and many other platforms adopt a similar model, so the directive much more towards addressing the issues there. So, I am not clear about the argument put forth by the author.

Third, relates to methods as the analysis is based on qualitative surveys, co-creation sessions, and interviews to test the Charter in three platform cooperatives. There is too many things in this sentence: “The testing asked each pilot platform what they thought the introduction of such a charter would imply for the organisation if their stakeholders (consumers, workers, providers, and customers, among others) thought they were complying with the different clauses, and what their views were on applying them to their organisation and other social and solidarity economy initiatives.” and it might be helpful to unpack it. What clauses of the charter were asked to which stakeholders regarding compliance? How did they collect the data and analyse it? What questions were asked in the interviews, and if they were quantified?

The weighting methods are not clear, and there seems to be too much discretion given to the platform regarding weights as well as combining rights. This could lead to varied outcomes and raise the issue of comparability. The outcomes of the application of the rights are not clear. Have the workers been interviewed and what data was collected?

Fourth, I found it very difficult to follow the results as it was not clear how they were arrived at. What questions were asked to different stakeholders? What was being tested? Whether the workers were able to have a fair remuneration or right to information? How do you measure it? Is there a ex-ante and ex-post after the charter was adopted? I found the analysis and findings very unconvincing.

Is the work clearly and accurately presented and does it engage with the current literature?
Partly

Is the study design appropriate and is the work technically sound?
No

Are sufficient details of methods and analysis provided to allow replication by others?
No

Are all the source data and materials underlying the results available?
No

If applicable, is the statistical analysis and its interpretation appropriate?
Not applicable

Are the conclusions drawn adequately supported by the results?
Partly

Competing Interests: No competing interests were disclosed.

I confirm that I have read this submission and believe that I have an appropriate level of expertise to state that I do not consider it to be of an acceptable scientific standard, for reasons outlined above.

Reviewer Report 21 November 2023

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Luis Torres

University of Nottingham, Nottingham, England, UK

This paper attempts to contribute to the debate on regulating platform work by testing the 'Charter of digital workers' rights' developed by the Platform Labour in Urban Spaces (PLUS) European project. The research uses qualitative surveys, co-creation sessions, and interviews to test the Charter in three platform cooperatives.

Specific comments are provided below.

Introduction

This section is interesting, but it needs some additional clarifications:

- It is mentioned on the document that whole text of the directive on Improving Working Conditions in Platform Work is based on extractive business models, mainly those of transport businesses, thus showing a lack of understanding of platform cooperative models. A quote by Gualmini (2022) is used to support this statement. However, the next sentence in Gualmini (2022)'s paragraph indicates "*Cooperatives could therefore constitute an important instrument for the bottom-up organisation of platform work and could encourage competition between platforms*.". Therefore, this argument in the paper needs further clarification.

- Your understanding of "extractive business models", "extractive platform economy", and "extractive profit-oriented models" needs clarification. The paper mentions this concept in several places to support claims. However, there is no definition of what you mean by it, and the use made here seems incorrect/confusing. In my reading you do not seem to refer to the traditionally understood extractive business model (e.g., mining, oil and gas, etc.), but to the idea of profit-oriented business models. This clarification is important as you refer to this concept in other sections of the document.

- The Charter of digital workers' rights needs a bit more explanation in this section as it is the backbone of your research.

Methods

This section does not allow the reader to understand properly and in detail what you did to "test" the Charter, the data collected, and how it was analysed. There is not explanation on any of those elements here. Also, it is important to clearly indicate who participated in your 24 interviews, 30 surveyed participants and three co-creation sessions. Some details on the content and purpose of the interviews, surveys and co-creation sessions is needed.

Results

It is not possible to see how you used the interviews, surveys, and co-creation sessions in your results. The section seems very descriptive, and it seems to provide not much more than what it is offered by the same website and external reports publicly available for each platform. An explanation of the data analysis procedure in the method section would have been useful to understand what you did here and how this adds value to our understanding.
Also, you seem to "test" different rights in each platform analysed. There is no explanation of why this is the case. By not following a standard testing procedure each case is independent of each

other and make comparison very difficult. How do we know what are the common challenges among platforms?

Discussion and conclusions

This section is clear and summarises well the main findings of your research. However, it needs a better integration with previous research, reports, and recommendations.

Is the work clearly and accurately presented and does it engage with the current literature?
Partly

Is the study design appropriate and is the work technically sound?
No

Are sufficient details of methods and analysis provided to allow replication by others?
No

Are all the source data and materials underlying the results available?
No

If applicable, is the statistical analysis and its interpretation appropriate?
Not applicable

Are the conclusions drawn adequately supported by the results?
Yes

Competing Interests: No competing interests were disclosed.

Reviewer Expertise: My expertise lies in the governance, risk, and compliance aspects of sustainable work and responsible business. Key themes in my work are corporate social responsibility, circular economy, labour inequalities, and regulatory compliance. I use both qualitative and quantitative methods including advanced data science.

I confirm that I have read this submission and believe that I have an appropriate level of expertise to state that I do not consider it to be of an acceptable scientific standard, for reasons outlined above.