

Work Package 4 – Deliverable 2

SIX ANALYTICAL REPORTS (ONE ON EACH CASE STUDY OF SOCIAL ACTORS' INNOVATIVE STRATEGIES)

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DENMARK

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Collective bargaining on Danish cleaning platforms – the Hilfr1 and Hilfr2 agreements and their impact for company and workers

1. Introduction

This case study of the Danish cleaning platform Hilfr is the fourth deliverable from the Danish team to the ORIGAMI project. In 2018, Hilfr gained international attention as it concluded a bipartite collective agreement on wage and working conditions with the union 3F as one of the first labour platforms in the world. In 2024, it happened again, as Hilfr renewed their agreement with one of the first collective agreements with extensive language on artificial intelligence (AI). Both Hilfr1 and Hilfr2 are landmark agreements that has served as inspiration – and elements from the agreements have been integrated in the EU Directive of Platform Work (2024). In this case study, we analyze the negotiation of the two agreements and the impact of them for company and workers. Empirically, we draw on interviews with Hilfr management, representatives from 3F and the employers' association DI and workers on Hilfr¹. The case study concludes with a discussion of company agreements as an instrument to improve wage and working conditions in the platform economy.

2. Background: platform work and Danish labour market regulation

The Danish platform economy emerged around 2010, where foreign-owned labour platforms such as Uber and Upwork arrived. Later, a number of Danish-owned start-ups like Happy Helper, Hilfr, Chabber and Meploy entered the market – especially within private services such as cleaning, transport and hotels and restaurants (Ilsøe 2020). Today, a wide range of labour platforms operate in Denmark.

The Danish platform economy remains limited with recent surveys indicating that around 1 percent of Danes have generated income via a digital labour platform within the last year (Ilsøe et al., 2024a). This mirrors the picture in the other Nordic countries (Alsos et al. 2017; SOU 2017; Sutela and Pärnänen 2018). Furthermore, income generated via digital labour platforms is often limited in size (less than €3.330 per year) and is often used to supplement other sources of income (Ilsøe et al. 2021). Therefore, although platform work seems to be one of the fastest growing

¹ Part of the analysis also draws on previous empirical studies and analyses (Ilsøe 2020; Ilsøe 2024; Ilsøe 2025)

employment forms compared to other types of atypical work like temporary agency work and fixed-term contracts, it remains a marginal phenomenon in Denmark like in the other Nordic countries.

Despite the limited size, digital labour platforms have sparked a lot of debate in the media as well as among politicians and social partners in Denmark – especially from 2016 and onwards (Ilsøe 2017; Ilsøe & Söderqvist 2023). Key topics have been tax payments, taxi regulations, competition rules, social contributions and the employment status of platform workers (Ilsøe and Madsen 2018). Some commentators suggest that digital labour platforms challenge the very core of the Danish industrial relations system, as most of them operate without collective bargaining coverage and membership of unions and employers' associations (Munkholm & Schjøler 2018).

The Danish Industrial Relations (IR) system is often characterized as a highly voluntaristic model as wages and working conditions are primarily regulated through collective agreements negotiated between unions and employers associations (Due et al. 1994). This voluntarism is supported by three other core elements; Strong unions and employers associations, central coordination of collective bargaining and industrial actions as well as consensus-based relations between unions and employers (Due et al. 1994). Both the union density (63%) and the collective agreement coverage (84 %) in Denmark is comparatively high (Larsen 2019; Arnholtz & Navrbjerg 2021). Furthermore, the number of wildcat strikes as well as legal strikes have decreased over the last decades (DA 2020). Unlike many other countries, labour laws play a limited role in Denmark in key areas of the employment relationship. For example, Denmark has no statutory minimum wage.

Compared to other parts of the otherwise densely regulated Danish labour markets, the situation is very different as to digital labour platforms. Most digital platform workers are considered to be self-employed, which leave them with limited, if no coverage from collective agreements and labour laws (Ilsøe and Larsen 2020; Soested & Munkholm 2018). However, Danish social partners, especially trade unions, have with varying success attempted to cover platforms workers through collective agreements (Munkholm & Schjøler 2018; Ilsøe and Madsen 2018). We will use our analysis of the Hilfr agreements as a prism to discuss whether the core elements of the Danish model apply to this part of the Danish labour market and whether collective agreements can increase job quality for platform workers.

3. The Hilfr1 agreement – combining flexibility and security in new ways

Hilfr was founded in 2017 and started off by facilitating freelancers like other cleaning platforms operating in Denmark. In fact, a number of start-up cleaning platforms emerged around that time. Happy Helper was the first cleaning platform to emerge in Denmark in early 2016, and was soon after followed by Cleady (2016), Hilfr (2017) and a number of other smaller platforms. In 2019, Happy Helper took over Cleady and became the largest player among the cleaning platforms in Denmark followed by Hilfr (Ilsøe 2020). In 2024, Happy Helper was bought by Handyhand, a platform for a variety of gig work. Unlike its competitors, Hilfr from the beginning decided to pay a so-called 'welfare supplement' (20DKK/€3 per hour as a compensation for the lack of social contributions) to all freelancers on top of their wages.

The rapid growth of digital labour platforms in the market for cleaning in private households was no surprise to many commentators. In Denmark, the private cleaning sector is less well covered by collective agreement than other sectors (Larsen et al. 2019; Mailand and Larsen, 2020). Undeclared work is also widespread in the part of the cleaning sector taking place in private households (Bentsen et al. 2018). Therefore, providing cleaning services to private households were considered an attractive business opportunity by many digital platforms, and several of the platforms have argued that their platform would help whitewash the black market, although this statement has been up for debate (Ilsøe and Madsen 2018; Ilsøe and Larsen 2020). In 2018, Hilfr initiated negotiations with The United Federation of Danish Workers (3F), which represents workers within the cleaning sector, with the aim of developing orderly conditions in the platform economy. For Hilfr, this was a business strategy to develop their business and differentiate themselves in the market of cleaning platforms. For 3F, the aim was to lift workers' wages and working conditions, however, they were quite hesitant to negotiate in the beginning. It played a role for 3F that there was no competing sector-level agreement for cleaning in private households. This paved the way for negotiations that perhaps do not meet the overall level of wage and working conditions found in many sector-level agreements. Hilfr joined The Confederation of Danish Industries (DI) as an associated member during the negotiations. Furthermore, negotiations took place simultaneously with a tripartite commission focusing on among others digital platforms, i.e. the Disruption Council (2017–2019), which included all ministers, major unions and employers' organizations in Denmark as well as a number of company representatives. This might have supported the conclusion of an agreement. The Hilfr agreement also attracted a lot of international attention and has been subject to analysis by international researchers (Prassl 2018; Vandaele 2018).

The agreement came into force on 1 August 2018, and was a pilot scheme that the negotiating parties agreed to evaluate after a year. The collective agreement introduced a new category of workers – the so-called Super Hilfrs – in parallel with the existing freelance workers, so-called Freelance Hilfrs. Super Hilfrs were workers that

opted for the status of employee rather than freelancer and would be covered by the company agreement. After working 100 hours, a Freelance Hilfr automatically became a Super Hilfr (unless he or she objected to – or chose to become a Super Hilfr earlier). Super Hilfrs received a minimum hourly wage of DKK 141 (€ 19) and accrued rights to pension (8 percent), holiday entitlements and sick pay (from second day of sickness). Freelance Hilfrs' hourly wage was typically DKK 130 (€ 17) and they also received a so-called 'welfare supplement' of DKK 20 (€ 3) per hour. Both Freelance and Super Hilfrs could set their hourly wage higher on their individual profile on the platform. All workers were covered by an insurance scheme that Hilfr had via the private insurance company Tryg. Tryg offers insurance solutions to a number of Danish-owned labour platforms, which include coverage for liability and accidents. The agreement also included social benefits like pensions, paid holiday entitlements and sick pay for the Super Hilfrs, although at a somewhat lower level than in comparable sector-level agreements such as the collective agreement covering the industrial cleaning sector (Larsen et al. 2019). However, the Hilfr1 agreement stipulated explicitly that the agreement was designed as a staircase model, where the levels are expected to be re-negotiated in the future. The agreement also explicitly mentioned that social benefits such as further training, paid maternity leave and rules on shop stewards are planned to be discussed in future re-negotiations. The Hilfr agreement also included innovative regulation of digital data to secure both workers' rights and company rights. For instance, deleting profiles on the platform was considered as a dismissal that should only happen after a certain notice period given by the platform (2 weeks). Workers were also granted the rights to request a removal of violating language and pictures from their profile and ratings.

The option to acquire employee status via the Hilfr agreement, i.e. to become a Super Hilfr, seemed to be successful in practice. Quite quickly (early 2019), more than a third of the cleaning jobs on Hilfr were provided by Super Hilfrs. Also, many of the Super Hilfrs were setting their hourly price higher than the minimum threshold of DKK 141 (€ 19), which also indicate a positive knock-on effect on wages. Furthermore, the Super Hilfrs seemed highly satisfied with their work, especially the inherited flexibility of working when and where it suited other parts of their lives. Working as a Super Hilfr appeared to be an activity that workers often combined with other cleaning jobs (industrial cleaning or cleaning in private households via other platforms like Happy Helper) and/or study activities and for certain periods of time. Previous experiences with cleaning jobs seemed to count when choosing to work via Hilfr. Workers also appeared to appreciate the security associated with being covered by a collective agreement. This has to do both with a sense of safety as well as an easier administration of tax-related issues (which are automatic if you have employee status). Also, the customers seemed to appreciate that Hilfr offered 'orderly'

conditions and an easier interaction with the tax authorities, since customers are entitled to a tax deduction when hiring people to clean in their household.

During summer 2019, the bargaining parties evaluated the agreement as agreed in the pilot scheme. This included a focus group among Super Hilfrs about their job experiences. After this, Hilfr and 3F initiated the planned re-negotiations of the pilot agreement. However, it turned out difficult to re-negotiate the agreement. The bargaining process was interrupted by a verdict by the Danish Competition Authorities (2020) the corona crisis (2020–21), change in ownership of the platform (2022, 2024) and negotiations of the EU's platform directive (2021–24) (Hilfr & 3F 2018; Ilsøe 2020). The Danish Competition Authorities ruled against having minimum wage rates for the Freelance Hilfrs as well as having a collective agreement for the Super Hilfrs. This meant that Hilfr had to adjust their practices. They removed the minimum rate for the Freelance Hilfrs, and they added more instruction of the Super Hilfrs and economic compensation for workers in case of late minute cancellations (Jacqueson et al. 2021). During the corona crisis, the demand for cleaning in private households dropped, which was a significant challenge for the platform and led to change in ownership. However, the bargaining parties were especially waiting for the decision on the presumption of employment as part of EU directive before they were able to conclude a new agreement. Interestingly, the two digital rights created in the Hilfr agreement – notice periods when deleting profiles (dismissals) as well as the right to request a removal of violating language from profiles have served as inspiration for the part of the EU directive addressing algorithmic management (European Commission 2024).

4. The Hilfr2 agreement – focus on AI and algorithmic management

In 2024, the Danish cleaning platform Hilfr finally negotiated a new company-level agreement, Hilfr2, with the United Federation of Danish Workers (3F). This time it also created a lot of attention due to the fact that AI and algorithm management are absolute main themes in the new agreement. In line with the presumption of employment in the new EU directive (which are to be implemented at national level during 2025–2026), Hilfr2 stipulates that all workers on Hilfr have employee status. Hence, it is no longer an option to be a freelance hilfr (Hilfr & 3F 2024; Ilsøe 2024). The minimum pay per hour is DKK 175 (€ 23). On top of this is an improved pension contribution (12 percent), improved access to sick pay (sick pay from first day of sickness), holiday entitlements and a health insurance (Jacqueson & Ilsøe 2025).

The employee status of all workers on Hilfr is an important aspect of the Hilfr2 agreement also because the collective agreement's rules on AI and algorithm

management are based on Hilfr's role and responsibility as an employer. In short, the collective agreement uses the legal identification of an employer as a foundation to ensure that both the managerial prerogative and the right to unionize not only applies in theory but can also work in practice. In addition to the employee status of all workers and the regulation of wages and social contributions, the agreement contains a number of important points regarding AI and algorithm management, which we present below.

4.1. AI and algorithms as an employer responsibility

The EU platform directive emphasizes transparency and the platform's responsibility to describe how the algorithms work in detail (European Commission 2024). The Hilfr2 agreement goes one step further and brings the employer responsibility for algorithm management to the forefront. The agreement focuses on describing the platform's legal responsibility as an employer for all decisions made by the platform's management – regardless of whether they are made by a human or an algorithm. This means that all discrepancies can be pursued in the labour courts (Hilfr & 3F 2024). This focus in the Hilfr2 agreement is of decisive importance for the platform as an employer. By emphasizing the collective rights (agreement) – which come on top of the individual rights (legislation) – and by shifting the main focus from technical descriptions of the algorithms (input) to employer responsibility for the decisions (output), the platform achieves a much better opportunity to use algorithms to develop their business and achieve increased productivity. The agreement describes a clear framework for the managerial prerogative in a digital age, which makes it easier for management *in practice* to direct and distribute work via algorithms.

It is also of crucial importance to the platform workers. When the platform is identified as an employer, all algorithmic decisions become the responsibility of the employer. This means that all decisions – including those of the algorithm – can be challenged in the labour courts. This ensures the platform workers' collective rights against bad or arbitrary algorithmic decisions. If the platform workers bring a decision to court, it is the employer's responsibility to describe the factual basis for the decision and the decision-making process. According to the Hilfr2 agreement, the employer is also responsible for any procedural adverse effects of the digital format: any impairment of the employees' opportunities to pursue bad decisions legally, because the decision was made by an algorithm, constitutes a risk to the legal process for which the employer must bear responsibility (Hilfr & 3F 2024).

4.2. Fairness as an employer's responsibility

The Hilfr 2 agreement describes how the employer must ensure equal treatment and protection against discrimination in all matters of importance to the employees, including giving platform workers equal and fair access to customers on the platform.

Hilfr is like many other cleaning and care platforms a so-called profile platform. On these platforms, the individual platform worker creates a personal profile, and customers choose among the various platform workers. Unlike traditional workplaces, profile platform workers are therefore in intense competition with each other. When a platform employee receives positive reviews from customers, algorithms determine that this profile automatically will receive more exposure on the platform. It can therefore be difficult to ensure fair conditions for access to work tasks on a profile platform and avoid discrimination. This is of decisive importance for the working community. Because the competition is intense, it can be difficult for the union to organize the platform workers and bring them together in a community. Therefore, the employer's responsibility for equal and fair treatment is pivotal.

4.3. The employer's right to collect relevant data – but not via third parties

The ability of the platform to manage via algorithms depends on access to data about the platform workers and on digital communication options. Therefore, it is a requirement in the Hilfr2 agreement that the platform workers provide digital addresses so that Hilfr can communicate digitally with the employees. The data collection potential via computers and smartphones is very large, and therefore the Hilfr2 agreement contains restrictions on how and when data may be collected by the employer. First of all, the collection of data about the employees must be justified by a legitimate managerial purpose. Next, data must not be collected via third parties. This means that Hilfr's data collection must not interact with other apps and websites, and Hilfr must not sell or pass on data to third parties (the only exception is the Danish tax authorities). By writing this into a collective agreement, the workers get collective rights in relation to data collection and use of data and can challenge both processes in the labour courts.

4.4. Collective waiver of certain individual rights to personal information

Most of us are familiar with clicking yes to the waiver of all individual rights to personal information in order to access a website or app (and without having read the often long list of legal terms). But often we automatically say yes to too much in relation to what is actually relevant. This also happens in the platform economy. In order to deal with this, Hilfr2 has drawn up a collective agreement on the waiver of rights to personal information, which goes on two legs. Firstly, by requiring that the collection of personal information may only take place where there is a legitimate managerial purpose (as described above). Secondly, by prohibiting individual waiver of rights to personal information (which would also apply under GDPR). Thirdly (and this is the new thing) by allowing a collective waiver of individual rights within a specific template negotiated in the Hilfr2 agreement. With this, it is hoped at the same time to ensure that employers can act operationally and to improve the protection of non-relevant data of workers.

4.5. Digital union club

As mentioned earlier, it is difficult for the unions to establish contact with platform workers due to their geographical spread and lack of knowledge of each other. This is even more difficult on profile platforms such as Hilfr, where the platform workers are also in sharp internal competition. The question is therefore how to ensure the right to unionize in practice for employees on profile platforms. Accordingly, an important element of the Hilfr2 agreement is to make the unionization of workers a shared responsibility between employers and unions. The agreement gives 3F the right to place a link with their logo directly on the platform. The link leads to a digital club that is part of 3F's website, and to which the company does not have access. Here, employees can seek advice, elect employee representatives (including health and safety representatives and shop stewards) and discuss pay and working conditions. At the same time, it gives 3F the opportunity to establish contact with the employees, organize them and establish a bargaining mandate among them during renegotiation of the collective agreement.

4.6. Impact of the Hilfr2 agreement

It is too early to say what the overall impact of the new Hilfr2 agreement will be. However, a first result is the change in employment status, where all workers are now employees. Today, Hilfr is a relatively small platform, which has about 40 employees. However, the new owners of Hilfr hope to expand the business based on the new agreement. Most employees have a foreign background, and many of them are from South America. Not all of them speak Danish (Bjerre and Ilsøe 2025). This can be a barrier to use the digital union club at 3F if the union club does not offer services in the languages that they speak. It is an ambition on the side of 3F to offer services in different languages, but it will of course take time to implement. Only few the workers are currently member of 3F, but 3F hopes that the digital union club can support the unionisation of the workers. Like in the case after the conclusion of Hilfr1, many of the workers set their hourly wages higher than minimum agreed in the Hilfr2 agreement. Hence, it seems that the model of agreed minimum rates in the agreement in combination with the ability to set rates higher individually supports a positive development of the wage levels. It is too early to evaluate the effect of the new digital rights in practice. The agreement is very young, and further follow-up studies are necessary to analyse the impact of the large section on AI and algorithmic management in the Hilfr2 agreement. For instance, it can be difficult for the employer to guarantee equal and fair treatment by the algorithm in practice, as this requires in depth knowledge of how it works. The EU Directive on Platform Work (2024) includes a large chapter on AI and algorithmic management on labour platforms, which is also to be implemented during the coming years. Hilfr2 is set to be re-negotiated already

in 2025. In case the sections on AI and algorithmic management will be revised this might also reflect the content of the EU directive.

5. Conclusion and discussion

During the early days of the Danish platform economy in the mid-2010s, we observed several Danish owned start-ups offering cleaning in private households. One of the significant first players in the market, Hilfr founded in 2017, aimed to position themselves in the market as socially responsible platform economy. They approached the union 3F in order to negotiate a collective agreement, which would solve challenges with tax payments and secure wages and working conditions. In 2018, they concluded a company agreement, Hilfr1, which was one of the first collective agreements in the platform economy worldwide (Hadwiger 2022). This is very much in line with the Danish model of labour market regulation, which is dominated by bi-partite collective agreements at sector and company level (Ilsøe et al. 2024b). Hilfr1 offered a two-tier model, where workers could choose to be either Freelance or Super Hilfrs. Super Hilfrs had employee status, minimum wages per hour plus social contributions. After the conclusion of Hilfr, the share of cleaning tasks done by Super Hilfrs increased rapidly. Workers reported high satisfaction with the agreement. The employee status of Super Hilfrs secured automatic reporting to the tax authorities. Most workers combined working on Hilfr with other jobs or activities like studying.

During the period 2020–2022, Hilfr met a number of challenges. They were challenged by a verdict from the Danish Competition Authorities (2020) the corona crisis (2020–21), change in ownership of the platform (2022, 2024) and long negotiations of the EU's platform directive (2021–24). Finally, when the directive was in place, Hilfr and 3F were able to renegotiate their agreement. In 2024, Hilfr2 was concluded. The agreement was inspired by the directive in two ways. First, all workers now have employee status. Second, most of text of the agreement focuses on AI and algorithmic management. In addition, the agreement offers improvements in the minimum wage rate and on social contributions. Interestingly, the EU directive is also inspired by the Hilfr1 agreement regarding two digital rights (profile deletion is considered a dismissal which requires a notice period; the right to ask for removal of bad language on profiles).

Today, Hilfr is a rather small platform (approx. 60–70 employees). However, it has again attracted international attention with the new Hilfr2 agreement. It is one of the first collective agreements in Europe with a longer text on AI and algorithmic management. 3F and Hilfr openly declared that the aim of the Hilfr2 agreement was to develop social responsible AI. The impact of the agreement on AI and algorithmic

management on the platform is difficult to evaluate given the recent conclusion in 2024. However, the profile of the platform workers might give us some hints on potentials and challenges. Most workers set their wages higher than the minimum rate, which indicate a positive effect on wages. However, it still seems difficult to organize workers. One of the challenges is language, as most workers have a foreign background and many are from South America. It will be interesting to follow the implementation of the digital union club from Hilfr2, and how this digital union access (in several languages) can facilitate unionization of the workers covered by the agreement. Further follow-up studies are needed in the future to evaluate the long-term effect of this.

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FRANCE

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Social dialogue and home care platforms, the French case

1. Introduction

In France, home care workers can operate under different legal regimes. They can be employed by public agencies, by for-profit or non-profit service providers, or by individual households. In exceptional cases, they are self-employed. If they are legally employed and declared by a household, home care workers may be employed either directly or through agencies ("*mandataires*") that place workers in households and help them manage the employment relationship. Since the beginning of the 2010's, all the salaried workers employed by private employers (households, non-profit or for-profit providers) are covered by collective agreements which have been extended by the state (Ledoux and Krupka 2021). The self-employed are an exception.

The self-employed don't provide home *care assistance* to people who have lost their autonomy: in the statistics, in 2020, 0% of the total amount of time provided by the self-employed was identified as belonging to home care assistance to elderly or disabled people. Some self-employed people nevertheless worked in the sector : only 0.3% of the 5.1 million hours provided by the self-employed was dedicated to "other care tasks" for elderly and disabled people, including driving a personal vehicle; pet sitting; beauty care (Beltzung and Cadillac 2024). In fact, in 2020, it was difficult to operate legally as self-employed in the home care sector. As Lea Lima writes, "public policy for the homecare sector specifically favours and encourages salaried employment in the home, whether directly (through an employment contract binding the employee to the individual employer) or indirectly", (through a civil servant status or through an employment contract between the service provider and the home care worker) (Lima 2024). Self-employed workers registered as doing cleaning services may in reality provide *care assistance* to elderly and disabled people. But this might be impossible to do so by using the main long term care allowance, the *Allocation Personnalisée d'Autonomie*, since all service providers distributing services of the APA have to be authorised, which might be incompatible with the status of self-employed, at least until 2023.

Since a decade, home services platforms have emerged but remain still limited (Teke 2024; Lima 2024). These platforms propose various kinds of services, such as cleaning, childcare, help to elderly or disabled people, hair dressing, or beauty services. Since the care sector is more regulated, these platforms have less developed in the home care sector than in the cleaning sector, but some platforms have nevertheless entered the home care sector for elderly and disabled people like Yoopies, Oxilia, Ouihelp, Flavi (Poblete, Teke, and Dussuet 2025). In these four platforms, workers are in a salaried employment relationship.

How have the social partners responded to this development? Since these platforms operate mostly on the basis of the "*mandataire*" model, in which the employer is the household, no social dialogue could be identified at the level of the platforms but on the contrary, some managers of the platforms referred to the social dialogue happening at

the national level of the branch, in which decisions apply to all employers and workers belonging to this branch of activity (where the workers are legally employed by households).

The fieldwork of this paper relies on 8 interviews mostly with several actors together, realised between November 2024 and February 2025 with 4 representatives of the employer's organisation representing individual as employers (the FEPEM, the *Fédération des Particuliers Employeurs de France*), with 4 representatives of a federation representing for-profit providers, with 2 trade-unionists active in the branch (the CGT Commerce, CFDT Services), with 9 representatives of the Ministry of Economy. Some interviews with platform workers developed in WP3 are also used.

2. The “*mandataire*” model, best suited to home care platforms

In France, the existing institutional arrangements have pushed care platforms to use the “*mandataire*” model since service providers must be authorised by the subnational authorities or by the state to provide services towards people having lost their autonomy (Poblete, Teke, and Dussuet 2025). This authorisation requires the service providers to have physical premises and to be able to welcome the public at least two half days per week¹. Until 2023, it supposed that the workers were employed by the provider², and since 2023 to be employed or have signed an agreement with the provider. This change was introduced when home help services were mixed with nursing services. The authorisation procedure requires the hiring and the evaluation of the needs of the beneficiaries to happen in person. Finally, it supposes the workers to have certain levels of skills and requires many coordination practices between the workers, organised by a skilled manager, like “coordination meetings”³. These rules make it difficult to apply for digital platforms, even after the changes made to the authorisation procedure in 2023, that intended yet to remove “barriers to entry” to

¹ Annexe 3-0 du décret no 2016-502 du 22 avril 2016 relatif au cahier des charges national des services d'aide et d'accompagnement à domicile et modifiant le code de l'action sociale et des familles, Annexe du décret n° 2023-608 du 13 juillet 2023 relatif aux services autonomie à domicile mentionnés à l'article L. 313-1-3 du code de l'action sociale et des familles et aux services d'aide et d'accompagnement à domicile relevant des 1° et 16° du I de l'article L. 312-1 du même code

² Titre II, Annexe 3-0 du décret no 2016-502 du 22 avril 2016 relatif au cahier des charges national des services d'aide et d'accompagnement à domicile et modifiant le code de l'action sociale et des familles, Titre II, Annexe du décret n° 2023-608 du 13 juillet 2023 relatif aux services autonomie à domicile mentionnés à l'article L. 313-1-3 du code de l'action sociale et des familles et aux services d'aide et d'accompagnement à domicile relevant des 1° et 16° du I de l'article L. 312-1 du même code

³ In 2016, these were called « meetings to exchange about practises” Annexe 3-0 du décret no 2016-502 du 22 avril 2016, 5.2.1, they were later called ‘coordination meetings”, annexe du décret no 2023-608 du 13 juillet 2023, 4.3.1.2.

digital platforms and other “innovative actors” in this sector, according to the Olivia Grégoire, Minister of small and medium-sized businesses⁴.

On the contrary, if they operate through the “*mandataire*” scheme, placing a worker in a household who is the legal employer and helping to manage the employment relation, then firms have to be agreed (*agrément*) by the state if they provide care for elderly people or disabled persons having lost their autonomy. Since 2016, the “*agrément*” procedure requires less skilled workers than the authorisation and less coordination. Until 2023, firms using the “agrément” procedure needed to have a physical premise⁵, so that the home care “platforms”, operating legally, were “*mandataires*” and had a physical premise. This obligation has been seen as an obstacle for platforms to develop in this segment of activity. Therefore, some of them approached the Ministry of finances in order to reform the agreement procedure to facilitate their activities remotely.

Some of these platforms adhered to the main industry’s organisation, the *Federation des entreprises de services à la personne* –FESP, which includes the main employer’s organisation, the *Syndicat des Entreprises de Services à la Personne*, the SESP. The Federation has established a working group, which consists in bringing together its platform members and assist them so that they can exchange information, keep abreast of developments and join forces. In 2022, this group followed the positions of the presidential candidates on the role of platforms⁶. In 2023, some of the home services platforms approached the Ministry of Economy to negotiate a change of the agreement procedure and to ease it. One of their main claims, according to an interviewee, was to be authorized to organize their activity “100% digital”.

The Ministry of Economy launched consultations to change the procedure. If the trade-unions were not associated, all the employer’s organisations of the home services sector were. If most actors were in favour of an easing of the procedure (interviews, November 2024), many were also more nuanced as for the limitation of the easing of the *agrément* procedure for platforms, as providers would continue to respect the much more demanding authorisation. Finally, the obligation to have a physical premise to welcome the clients was suppressed in the new *agrément* procedure, but at the same time, the procedure kept the obligation to select the candidates through an interview taking place in person⁷. It also introduced the obligation to evaluate the needs of the beneficiaries in person if they wanted to⁸. As it had been in the past, the agreement procedure explicitly obliges the “*mandataires*” to inform the household about their duties as employers, in matters like the payment of

⁴ “Services à la personne : Olivia Grégoire annonce la levée de “barrières à l’entrée” pour exercer auprès de publics fragiles”(*Banque des territoires*, 28 November 2023).

⁵ Arrêté du 24 novembre 2023 fixant le cahier des charges prévu à l’article R. 7232-6 du code du travail

⁶ <https://www.fesp.fr/commissions-metiers/plateformes/> consulted in March 2025.

⁷ Annexe du décret no 2023-608 du 13 juillet 2023 relatif aux services autonomie à domicile mentionnés à l’article L. 313-1-3 du code de l’action sociale et des familles et aux services d’aide et d’accompagnement à domicile relevant des 1^o et 16^o du I de l’article L. 312-1 du même code, article 54

⁸ Ibid, article 51.

the wages, but also social contributions, the respect of labour law and the national collective agreement applying to all households being employers. It also explicitly mentions the obligation of the “*mandataires*” to inform the families been employers about the rules concerning occupational medicine, health and safety at work⁹.

3. Creating a new right for health at work applying to workers employed by households

In France, workers employed by families depend on a specific part of the Labour Code, which presents in its article L7221-2 a limitative list of rights applying to them. This list of rights has nevertheless been completed by legislative changes. While the surveillance of health at work was initially not mentioned in the list, a law of July 20th 2011, added occupational health as a new line on this list: the rights for medical surveillance, added to article L7221-2 and article L4625-2 of the Labour Code¹⁰.

The new law also stated that: « *An extended collective branch agreement may provide derogations from the laws relating to the organisation and choice of the occupational health service and the procedures for monitoring the state of health of workers, if these derogations do not have the effect of modifying the frequency of medical examinations defined by this code.*” The workers concerned by these derogations included the workers employed by families. The law stated that the collective branch agreement could « *provide for the medical monitoring of employees of individual employers [...] to be carried out by doctors not specialised in health at work issues who sign a protocol with an inter-company occupational health service. These protocols provide guarantees in terms of the training of non-specialist doctors, the terms and conditions of their practice within the occupational health service, and the incompatibility between the role of the general practitioner for the worker or the employer and the medical monitoring of the worker provided for by the protocol*”¹¹. The law stipulated that in absence of a collective agreement, the *Conseil d'Etat* would have to adopt a decree.

At that time, the national collective agreement concerning workers employed by households in their homes obliged only employers of full-time workers to provide a visit to a doctor for occupational health¹². Immediately after this, the *Cour de Cassation* stated that the difference between the treatment of part time and full time workers was unlawful, therefore stating that part time workers employed by households should also have access to occupational health (Dechristé 2011)¹³.

⁹ Ibid, article 46.

¹⁰ Law n°211-867 of the 20th of July 2011, article 16-3°

¹¹ Law n°2011-867 of the 20 July 2011, art 10

¹² Article 22, Collective agreement of the workers employed by households, signed in 1999 and extended in 2000.

¹³ Soc. 28 sept. 2011, n° 10-14.284

A right to health at work for all workers employed by households was therefore created but with no or limited effects. In fact, implementing this right may be impossible, because of the atypical salariat and the multi employers. Without the introduction of a specific system, each employer should pay the health at work service, which was at minimum 100€ per year, even if they employed the workers only 8 hours per month. As a representative of the CGT explained in interview : « What do I do if I have five employers? I have five medical check-ups, and my five employers each pay 120 euros for a medical check-up? That wasn't possible, especially for employees who work very short hours. So we had to find... an employer's contribution that would allow everyone to take part, so that it wouldn't be too expensive for individuals... » (Interview with a CGT unionist, december 2024)

Following the law and the Court decision, a branch agreement began to be negotiated already in 2012 and was finally adopted by the social partners in November 2016 and then extended by the state in 2017. Since the negotiations were taking place, the *Conseil d'Etat* did not adopt a decree¹⁴. According to Stephane Fustec from the CGT, constructing the health at work services has been a real battle, with “many obstacles over these 13 years. Firstly, the technical difficulty of setting up the system, which is colossal” (interview with Stéphane Fustec, December 2024). During the negotiation, legally, households being employers were therefore supposed to join an inter-company health service and request the organisation of a pre-recruitment examination for their employee. As the workplace was the employer's home, the occupational doctor could intervene to carry out preventive actions. In reality, this obligation was very rarely implemented.

In the inter-branch framework agreement of 24 November 2016 (extended on 4 May 2017, corrected on 1st June 2017) the social partners recognised as representative in the two branches of the workers employed by households and the *assistantes maternelles* decided that the implementation of health at work should be monitored by an association composed of the social partners legally recognised as representatives in the two branches: the "APNI" (“*association paritaire nationale interbranche*”). The purpose of this agreement was to ensure the effectiveness of the social rights of the workers by creating employers' social contributions to finance the visits for occupational health and by pooling them.

4. A right difficult to implement

After the adoption and extension of the agreement, it was still difficult to implement, because of the obstacles to access the information concerning the employers: the national funding institution pooling the social contributions did not transmit the

¹⁴ Publication of an answer of the government to a questions asked by a depute, Journal Officiel du 26 juillet 2016, page 7002

employer details¹⁵. Households were therefore left with the obligation to monitor the health at work of their workers, which meant to pay access to the general services providing health at work, even if they employed part time workers. They hardly did it. Therefore, the right to have access to health at work existed without being implemented by the social partners.

Beyond this, the *Cour de Cassation* continued to extend the worker's rights and stated in 2021 that a failure to comply with the legal health and safety obligations owed by the private employer to the domestic worker constitutes inexcusable misconduct when the private employer was or should have been aware of the danger to which the worker was exposed and did not take the necessary measures to protect the worker¹⁶. This case concerned a domestic worker who had become paraplegic, following a fall from a balcony where the wooden balustrade had fallen : the court recognised the inexcusable misconduct of the employer.

This being said, these obligations are still difficult to comply with, according to different representatives of the FEPEM:

« So today, even if you have a private employer who is the most scrupulous about complying with his obligations and wants to set up a medical check-up for his employee, frankly, it's virtually impossible. I've tried it. The health services are already saturated. They don't know what we do. So we had to come up with something fairly intelligent, bearing in mind that we have employees with multiple employers. More than half of them have at least two employers».

The FEPEM representatives admitted knowing that access to a preventive occupational medicine service is almost never implemented, and that some individuals have been convicted on this basis, explaining this to the difficulties to get access to it. We know that this obligation [to refer employees to a preventive occupational medicine service] was not implemented, and in fact individual employers have been convicted on this basis" (interview with a FEPEM representative, November 2024)

In fact, the platform workers interviewed within the ORIGAMI project had not all met an doctor in charge of occupational health, and some of them expressed these difficulties to access this service, like for example Marie¹⁷ :

« And we don't have an occupational health service at [the platform] either. I don't know why. I've never had an interview with occupational medicine. I really don't know why. I know that it's normally compulsory, but I've never had an occupational health doctor. I know that being a private employer is a bit special.»

Interestingly, in this interview, the worker underlines that she knows her rights, meaning that it was not because of their ignorance that the rights are not used, but for other reasons, probably the administrative and financial burden associated with this implementation.

¹⁵ National Assembly, 12 february 2021, justifications of amendment n°442

¹⁶ Cour de cassation, civile, Chambre civile 2, 8 avril 2021, 20-11.935

¹⁷ The name has been changed to protect the workers

5. Trying to transform a theoretical right into reality: the new collective agreement of 2022

Finally, in the national law n° 2021-1018 of the 2 August 2021 concerning health at work, article 26 changed the situation of occupational medicine for workers employed by households, providing through article L 4625-3 of the Labour Code that the households have to pay a social contribution (whose amount would be determined by a collective agreement extended), and that they would have to affiliate their worker to a health and prevention at work service. The law also recognised the national association of the social partners legally considered as representative in the branch, as responsible to organise, implement the prevention of accidents at work, monitor the health of the workers, designate the service(s) in charge of prevention and health at work. This association could delegate the pooling of the social contributions to the national intersectoral organisation in charge of collecting the social contributions, which should transfer them to the APNI¹⁸.

Following the law, a new agreement was adopted on 4 May 2022 by the FEPEM and trade unions legally considered as representative. It stipulates that each individual employer is liable of payment of a social contribution aiming to cover all costs related to monitoring workers' health and the prevention of occupational risks, such as, according to the agreement:

- The payment of the contribution due for membership of a SPSTN (*Service de prévention et de santé au travail de secteur* Sector occupational health and prevention service),
- Compensation for employees to offset their loss of pay and cover the costs of attending medical check-ups;
- All the actions required to implement collective prevention of occupational risks.

From 1st January 2024, each individual employer is required to pay a "Health and Work" contribution to cover the costs of implementing the individual monitoring of employees' health and the prevention of occupational risks provided for in the sector's collective agreement. Article 3.3 of the agreement has settled the contribution at 2,7 % of the brutto wage, subject to a ceiling of €5 per pay slip for each month worked.

The social partners explained us in interviews that the new system has created a national fund, which is going to pool the social contributions, estimated at more than 50 millions . This fund is runned by the FEPEM and trade unions legally considered as representatives on an equal basis. This fund will employ directly doctors specialised in health at risk in the sector, especially around Paris, but the fund will also contract with

¹⁸ All individual employers and employees falling within the professional and geographical scope of the new collective agreement for the sector of individual employers and home employment of 15 March 2021 are covered

already existing health at work services. The services will also heavily rely on telemedicine.

"This will allow employees to be reimbursed when they go for... their medical check-up, so there will still be a face-to-face medical check-up, since the worker has to agree for a remote check-up. So if the worker does not agree to use telemedicine, they will see a real doctor or nurse. But broadly speaking, the system, both financially and technically, will still work on the basis of telemedicine (...). The National Health Centre will have around forty occupational health doctors, but this is obviously not enough to cover all the needs. The rest will be provided through agreements with local occupational health centres. So these won't be salaried, they'll be bound by agreements. But you can already see that if we don't have our 40 doctors, there are going to be big holes in the system. Because what do we do when a worker has serious health problems? They have to see a real doctor, not a nurse"(Stéphane Fustec, CGT, november 2024).

According to the FEPEM, teleconsultations are seen as a way to cope with the lack of access to occupational doctors: « So we're actually going to be doing a lot of teleconsultations. We were a little nervous about this before Covid. Now it seems much more necessary. We have to work within our constraints. And then, when you realise that you can do this teleconsultation with the support of a nurse, you can do it in a pharmacy. It can also be done in a pharmacy. So there's a human being somewhere who can help us. And then, for anything that involves unfitness for work, when you have specific examinations, you immediately have to go through our physical check-ups. So, either we'll manage to sign agreements with other occupational health services across the country. And where we can't, we'll have to do it ourselves. So we'll have our own doctors who can provide visits in these situations.» (Interview with FEPEM representatives, December 2024).

According to both the FEPEM and the CGT, it is really the entente between them that gave the possibility to reach the agreement:

"It's really because there's a social dialogue between the FEPEM and the trade unions that we've been able to put together a tailor-made project in agreement with the Directorate General of Labour, the Directorate of Social Security, because I haven't even mentioned the difficulty of obtaining information and data, if only to know how to orientate ourselves and go and talk to individual employers, to know what jobs the employees do, because even the jobs we declare on Cesu are not the same jobs that are those in our collective agreement" (interview with FEPEM representatives, December 2024).

This view is not shared by all social partners. For instance, an employer's organisations not recognised as representative, the Syndicat des Particuliers Employeurs (SPE), also member of the FESP, attacked this agreement in court but failed¹⁹.

¹⁹ Conseil d'Etat, n° 476688, 23 January 2025

6. The implementation of the new agreement

If the idea to pool social contributions in order to organise a collective specific sectorial service of health at work seems innovative, many obstacles did not seem to have been solved when we did our interviews. Especially, the possibility to really transform the right into a real, applicable right, depends on the capacity of the APNI to engage a sufficient number of doctors, which could appear difficult in a situation of shortages of doctors.

“What are we going to do about the areas where there are far too many doctors in France, where there is no occupational health service, in rural areas? At some point they'll have to come to Paris or elsewhere, and there may be other locations. But there will have to be physical locations and people to receive the workers, so we have a real human resources problem. We're not the only ones. Occupational medicine in general is struggling to recruit these days, and not many people are interested. (..) The problem is the recruitment of occupational doctors. We need 40, but so far, we've only got one. And we only have 3 nurses, when we need 80.” (interview with Stephane Fustec, December 2024).

This advancement in terms of access to occupational medicine can be considered as a strategic innovation for social dialogue. If it is not merely focused on digital platforms, those organising work through direct employment relations are still going to be involved in it. As the case studies have stated (Poblete, Teke, Dussuet, 2025), some platforms are invested in promoting workers' rights, and have been following these debates. On the other side, some of the national social partners, from the trade union side but also the employer's side are more cautious about the arrival of these new digital actor in the services market. The FEPEM and the trade unions of the branche of private family employment have created a new website, with the color codes and presentation of administrative state websites. This site is fed from both the employer and the trade unions, it diffuses knowledge and interpretation of the employment, social and fiscal rights. This may also encourage to use this form of work.

In an interview about the platforms, Stéphane Fustec states it, it was important for the CGT to “resist” to the arrival of platform in this “human-related sector”. He explains that this was their main motive to create, in a parity way, along with the FEPEM, their own platform, called *France Emploi Domicile*: “And beyond just having a storefront for the sector, we have a stronger ambition, which is to develop matchmaking, which is now largely taken over and occupied by platforms. This means free and, above all, ethical matchmaking, as there will be no social rating. There will be the possibility to pay attention to comments, to set up a right of reply, to establish transparency. And it'll be free. That's what the for-profit platform model doesn't do”. This ambitious project is still in its early stages. It is not clear yet whether if *France Emploi Domicile* will indeed organize the matchmaking, or simply be an informational platform.

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Work Package 4 – Deliverable 2

IRELAND

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'Playing ostrich': sectoral social dialogue and digital platforms in Ireland

1. Introduction

Negotiation and consultation as part of the social dialogue process between employers, employees, and their representatives, plays an instrumental role in fostering harmonious employment relations, raising labour standards and ensuring that the voices of all stakeholders are heard and considered (Eurofound, 2023). Particularly in low paid/low skill sectors, social dialogue has been a cornerstone for achieving fair wages, safe working conditions, and job security (Jaerhrling et al, 2016). The rise of the gig economy/platform work presents new challenges for social dialogue where a fragmented workforce makes collective bargaining and representation more difficult to achieve. Understanding the impact of the gig economy on social dialogue is essential for developing new strategies that can adapt to the changing nature of work and to issues not currently addressed through conventional social dialogue mechanisms. This case study examines the existing social dialogue mechanism in Ireland in the sector most likely to be disrupted by developments in digital platforms centred on domestic work. Our findings for the case study are based on a total of ten interviews undertaken with trade unions, employer associations, public representatives, and workers' rights organisations in 2024. The sample characteristics are as follows:

Participant	Position	Type of organisation
POL1	Politician & Seanad Eireann member	Political
HRM1	Human Resource Manager	Contract Cleaning Company
TU1	Senior Organiser	Trade Union
TU2	Sectoral Organiser	Trade Union
TU3	Senior Advocate	Trade Union
TU4	Organiser	Trade Union
NGO1	Deputy Director	Ethnic minority's rights
NGO2	Research Officer	Ethnic minority women's rights
NGO3	Employment Officer	Ethnic minority women's rights
NGO4	Employment Project Coordinator	Ethnic minority's rights

The politician was a vocal spokesperson on employment rights with several statements regarding the plight of platform workers. The trade union respondents were selected based on their known roles in SIPTU, i.e., a senior organiser in the Strategic Organising Department; a Sectoral Organiser with responsibility within the Services Division; an Advocate from SIPTU's Workers' Rights Centre, and an Organiser with previous experience organising domestic workers. One union organiser suggested the Human Resource Manager as one having best familiarity with the contract cleaning industry.

2. Context

In Ireland, both the care and cleaning sectors were subject to intensive trade union organising campaigns during the 2000's and early 2010's, resulting in increased membership and some significant improvements in terms and conditions of employment in parts of both sectors, through either the establishment or extension of collective bargaining agreements and/or social partner negotiation. (Murphy and Turner, 2014; Geary and Gamwell, 2019). The main general union, SIPTU's care sector campaign (Time to Care) mainly targeted home care workers on precarious contracts in the public service or in 'shadow employers' (i.e., those whose staff and services were fully funded by the State) in the nonprofit sector. A separate campaign in the cleaning sector, Fair Deal for Cleaners, targeted the larger contract cleaning commercial employers. Key commonalities between the sectors existed where wage rates were key to remaining competitive, and the workforce was predominantly female and/or immigrant and precarious. Both campaigns resulted in improvements in working conditions for workers either through extension of terms and conditions already in existing collective agreements for a broader cohort of workers, as was the case in the care sector, or through establishing new collective agreements as happened in the cleaning sector. The campaign in the cleaning sector led to a collective agreement between SIPTU and the major cleaning companies, which then acted as a springboard for a broader industry-wide campaign. This broader effort culminated in the negotiation of the Registered Employment Agreement (REA) for the contract cleaning sector in 2012, establishing wage rates, introducing a sick-pay scheme, and permitting the deduction of union dues at source (Geary and Gamwell, 2016). Registered Employment Agreements (REAs) at sector level are enacted through Employment Regulation Orders (EROs) by the Labour Court to increase wages and reduce inequality for vulnerable workers (O'Connell, 2019). One reason put forward for engagement was that employers were keen to maintain industrial wage setting mechanisms so as to avoid social dumping and a race to the bottom, given that the

industry can be competitive and tender based (Higgins 2017; Marrcone et al, 2019). Progress in the organising and extension of better contractual terms to lower grades of care workers in the public service has been eroded over time due to increased privatisation of the sector (Murphy and O’Sullivan, 2021). While progress in organising and bargaining with private service providers has been limited, workers were mostly formally employed albeit on precarious or low paid contracts. The entry of platforms to the sector represents a further challenge particularly regarding the employment status of these workers. Duggan et al.’s (2024) examination of political pressure on the state to enhance protections for platform workers and the extent to which policy has changed, found limited attention afforded by Irish unions to the issue of platform work.

3. Labour invisibility

The invisibility of platform workers in the care and domestic work sector is well documented, owing to the nature of the work and the demographics of the workforce (Mateescu & Ticona, 2020). Platform work represents new opportunities not just for further gendering and racialisation of care and domestic work, but also further enhances the invisible nature of these workers (Rodriguez-Modrono et al, 2022). Representatives interviewed for this study displayed little awareness of platform workers or platforms in general as an issue of concern in the Irish context. As further evidence of the invisibility of platform workers, particularly those in domestic and care sectors, such workers were consistently ‘not on the radar’ of many interviewees in this study, be they politicians, employers or trade unions.

Politician A, a former spokesperson on workers’ rights, noted being “aware of platforms in other countries, [but] ... less aware of platforms here in Ireland”. Apart from bicycle and car delivery services, they suggested that numbers are “very small” and therefore just “not on my radar at the moment”. However, they noted the potential for exploitation of such workers suggesting that what is required is:

“a degree of transparency to the algorithmic management or the management by algorithms of all these platforms ...In terms of the opacity or the lack of transparency with regards to how workers are paid, how their pay is paid, set, ... how their performance is assessed”

The politician was also aware of the potential problems for such workers if they make complaints, that they are subsequently penalised with reduced offers of work.

“So, you know, this obviously leads us into the wider question of to what degree are they truly self-employed? Would they have any legal recourse to the WRC

[Workplace Relations Commission]? Because again, they're technically self-employed... “

They regretted not seeing “any government appetite” for substantial change regarding bogus self-employment as “coming at it from [that] angle, ... may have an impact on platform work.”

4. Employer Concerns

The contract cleaning sector has a well-established social dialogue arrangement in place. A human resource manager (HRM1) from a global contract cleaning company was interviewed and they also declared themselves unaware of the existence of platform workers in the commercial cleaning sector. This made sense as for the most part platforms in cleaning target their services at private domestic homes. However, in looking at the case of Helping, there is a potential for offices and other commercial organisations to also use the site. Furthermore, internationally there are examples of platforms that facilitate cleaning organisations to register on their platforms in order to make links with potential clients. Therefore, the possibility for platforms to pose a threat to the business model of cleaning service organisations in Ireland is distinct.

“...we really haven't come across any issues with the platform worker side of it. As a matter of fact, before I spoke before you contacted me, it was something that I hadn't paid any attention to. I hadn't even thought to look it up. And. I spoke to our head of HR last week and just mentioned it to him. Wasn't something on his radar either.”

HRM1 further explained that the larger contract cleaning companies tend to operate on the larger sites, even moving away from some of the smaller contracts. There is as yet no competition from platforms for those larger contracts.

“From a health and safety perspective, now in training and everything else [there] is just too much involved doing standard operating procedures, doing auditing, all that type of business... we have a safety statement, nearly 6 inches thick... and then it has to be updated... we have to do risk assessments, chemical training. It's too big for those smaller companies. They don't want it, I would think.”

HRM1 noted that newer companies who take on the smaller contracts, including domestic work, may utilise undocumented workers and considers that “you wouldn't get any of the reputable bigger companies” doing so. They suggested that a significant share of workers was migrant, both EU and non-EU. It was interesting to note that

Brazilian students were expressly named as a specific cohort of workers, as was also the case with Helping¹ in Ireland.

“...we’ve quite a few Ukrainians with us now, we have quite a few Brazilians who are here studying English so they’re on a stamp too. And they’re allowed work restricted hours, then when they’re in school and extra hours when they’re out of school.”

Asked if there was any evidence that they work some hours with the contract cleaning company and others with a platform, she replied

“I think so. I have no evidence, but I definitely think so ... actually I’m meeting somebody there on Monday that I think is at this but they’re restricted to 20 hours during the school term... [He is] working probably 10 hours with another cleaning company and 20 with us. Now, I’m not sure yet. I’m going to meet him and talk to him.”

5. Trade Unions

SIPTU, the largest trade union and the one most likely to have platform workers in membership also confirms the invisible nature of platform workers, other than those working in delivery/food areas. They are not currently the subject of a dedicated organising campaign according to SIPTU’s Strategic Organising Department (TU1) nor part of the remit of the Services Division alongside directly employed cleaners (TU2). SIPTU’s Workers’ Rights’ Centre, which processes individual rights and legal cases, does not report any contact either.

“We certainly don’t see them coming to us with queries or cases to take, not cleaners anyway. Agency is far more popular in cleaning and care. (TU3)”

SIPTU anticipate difficulties for platforms coming into the care or cleaning sectors. In terms of care “we’re a relatively small country with a lot of family and public provision, hard for a platform to compete with that”(TU3). They further suggest that the existence of an active Contract Cleaning Joint Labour Committee (JLC) with a consequent Statutory Employment Order (SEO) is a factor.

Remember there’s an SEO for contract cleaning. All the big ones, Noonans, Aramark, ISS all honour that and pay the rate, the conditions. It doesn’t take long for incoming workers to become aware of this and then why would they work for less ... yeah, but of course there are those under the radar...

¹ See case study on Helping from WP3 detailing the operational model of the international platform for domestic care work

Trade unions report difficulties organising platform workers in general, partly because they are not 'employees' as such but also because of a lack of associational power...

"So if you think of trying to organise a union as effectively trying to build a community of people and so it's easy to do that if everybody lives in the same town or works in the same factory right?, That's how you [use] the natural connections between people [that] already exist" (TU1)

... and domestic workers in particular as "they're workers who are traditionally hard to organise, usually, [due to the] transient nature of the job" (TU4). TU4 also spoke of her disappointment after working on a campaign for domestic workers, that straight after the enactment of the Code of Practice for Protecting Persons Employed in Other People's Homes, there was less interest in the campaign on all sides. A focus on legal enactment, rather than organising is also evident in trade union campaigns for an end to bogus self-employment in the gig economy but particularly in the construction sector.

6. Worker representatives

Representatives of non-governmental organisations representing worker and migrant rights underscored their lack of knowledge and understanding of the home care and cleaning platform work sector. Despite all four interviewees having extensive experience working in the area of employment rights, all admitted that platform work in general, and home care and cleaning in particular, are not on their radar at all. This confirms our evidence from politicians, employers and trade unions regarding labour invisibility.

NGO1, who used to work for one of the main trade unions in Ireland, and whose expertise is around employment rights and immigration issues, spoke about their organisation's efforts to confront structural barriers that minority groups face in accessing employment in Ireland. Despite the organisation's wide reach, and his leadership position within the organisation, his awareness of platform work and the issues that workers experience in this sector are minimal and recent. While the organisation has not had any cases of workers employed by home care and cleaning platforms, in the last five years, the organisation has become aware of the employment issues as experienced by delivery drivers, for example, from Deliveroo:

We would have individuals and have had individuals, particularly with the likes of delivery service drivers who have come to us regarding issues of their rights and entitlements and engaging, trying to engage with the platform with those platforms to seek better terms and conditions (NGO1).

While NGO1 has been aware of the platforms for home carers and cleaners, he has not had any experiences with workers on these platforms:

We know a lot about the [home carer and cleaning] sector, but it's like the platforms would be new to us and we wouldn't be able to say much about them and how they operate (NGO1).

NGO2 and NGO3 both work for the same migrants' rights organisation for women with a nationwide reach and employment-oriented projects aiming to enhance ethnic minority women's chances and capacity to secure good quality employment. They both have experience working with and researching the experiences of women employed as home carers, yet they have never come across women working in this sector on platforms.

I was aware of like people using it for like cleaning services and like household chores kind of stuff, but I didn't know you could also do it for an actual like care assistant for someone (NGO2).

NGO4 representing a smaller organisation supporting ethnic minorities in the South-West of Ireland, just like other NGOs in this research, was aware of platforms but have not come across many cases related to platforms in the home care and cleaning sector, except for helping clients register with the platform.

7. Challenges & access to recourse

The main challenges of working for the platforms for migrant workers, according to the NGOs, are that many of those who take on gig work are either international students, have no or precarious right to work, or have no legal right to reside. The former group have the same rights and entitlements to work as Irish citizens but are limited in terms of the number of hours that they are allowed to work, and this is problematic from the advocacy point of view because:

The rights of students as workers aren't clearly fully defined (...). If someone is working more than [20 hours per week] then it's hard to push for better paying conditions when you're limited to the certain number of hours that you can work per week (NGO1).

The platform workers with precarious legal status or who are undocumented have practically no employment rights or entitlements, and there is very little room for recourse if they are being exploited by platforms, whether individually through WRC or even as a group through a trade union campaign effort:

So, you know, that is part and parcel why (...) platforms can get away with you know poor terms and conditions and not worrying about health and safety issues and other things that matter to people. And to take the least amount of

responsibility, you know, as an employer, for those who are working. (...) I guess that's what makes it hard and extremely hard to try to organise some form of change (NGO1).

NGO1 and his organisation have substantial experience supporting ethnic minority home carers and cleaners, including au pairs and workers employed by diplomats. In his view, there are varied risks associated with this type of work in general. The recent housing crises in Ireland exacerbates these issues:

A lot of workers [depend] on their employer for not only, you know, their livelihood, but, you know, place to live. So there are lots of issues and power imbalances, you know, in the employer-employee relationship (NGO1).

In his view, the problems encountered by the home carers and cleaners working for platforms reflect those experienced by the delivery drivers, effectively having no access to social safety nets and being at the mercy of an employer who may not pay the taxes or social insurance due for them. Overall, this leads to exploitation and marginalisation of platform workers without capacity for recourse through social or legal representation:

So and then of course in that type of a situation like, you know, the people are very easily exploitable and at the mercy of the terms and conditions of their employer. (...) I would be worried about the growth of platforms in the [home care and cleaning] sector (NGO1).

In NGO1's view, platform workers in Ireland are in a precarious position and insecure, and do not enjoy the same employment rights as mainstream workers in Ireland, in terms of social insurance, guaranteed hours of work and contracts. In his view, self-employed platform work 'puts much more burden back on the worker than on the employer. So, I wouldn't be a huge advocate of it'.

NGO2 and NGO3 have also raised the issue of precarity, lack of oversight and poor work conditions that gig work offers. In their view, seeking recourse by ethnic minorities employed by platforms is difficult, and for some may not be optional. They fear the repercussions that such complaints may have on their permission to reside/work or on their applications for citizenship. To obtain both they must prove to be model citizens:

As asylum seekers or migrants or people without citizenship that they have the right to, like, go there and they feel afraid that maybe their residency is in jeopardy or will be in jeopardy if they, like, take it to workplace relations (NGO2).

NGO4 highlighted that many of their clients would be interested in working in home care and cleaning sector. However, they would need assistance with registering on the platform, as "the clients that we work with would not be tech savvy. So, they won't know how to register themselves". The necessity to register online would "be a barrier to some of them, and if there are no supports workers, such as ours within the organization, then it would be very difficult for them to kind of apply".

In addition to all other challenges experienced by workers in the platform economy as described by the other NGOs, such as precarity of work tenure and limited employment rights, NGO4 raised an issue of professional development and language proficiency for ethnic minorities employed by platforms:

You're building your experience in that sector and it's deterring you from kind of going to other sectors. Even language wise, like we see a lot of like, I've met a lot of clients who work in the cleaning sector, right, and they're at language levels that are not good because they're kind of confined to that space only. So, I would say definitely they don't enjoy the same level of support, but also the same level of opportunities.

She underscored that those who start working in the home care and cleaning sector, remain in it for a long time as they begin to think that there are no other options available to them. In addition, they do not improve their language skills, as isolated work, such as cleaning, does not necessitate efforts to improve their English language proficiency. She also spoke about the impact that gig work may have on this cohort's health and well-being, pointing out that they not only have to make sure that they earn enough to maintain their living during the current cost of living crisis but also that they frequently commit to supporting their families back home:

It's it all goes down to the security aspect (...). A lot of migrants that are living here are supporting families back home, so they'll give in to the jobs because they desperately need to support themselves, keeping in mind cost of living in Ireland (...). If we're not giving them the security of at least having a minimum of six months [employment contract] then it just adds on to their mental health state (NGO4).

8. Benefits

NGO4 cautioned about the implications of the platform work but agreed that home care and cleaning platform work can pose good opportunities and be attractive to ethnic minorities as they offer an easy and frequently instant access to employment. Based on their experiences, NGO2 and NGO3 highlighted the potential benefits of platform work for their clients. They argued that when migrant women are employed by agencies, home care work does not allow flexibility for the worker. Their hours and locations are scheduled for them, and this leads to logistical issues and causes upset to workers. In their view, home care and cleaning platforms have the potential to mitigate these issues by allowing workers to schedule their own work and select gig locations. Moreover, in their experience of supporting clients who work in the home care and cleaning sector, ethnic minority women are also frequently citing the issue of

in-group favouritism in how management allocates agency work. In their view, platforms could have an equalising impact on this aspect of work.

9. Supports and initiatives

NGO1 told us that his organisation continuously collaborates with migrant support organisations across Ireland, politicians, trade unions, Irish Congress of Trade Unions, Workplace Relations Commission, Health and Safety Authority, and Department of Justice. He recalled a number of platform-work related cases involving delivery drivers a few years ago, and underscored how these types of cases require a collaborative approach to improve the rights of workers by support from trade unions:

We have collaborated primarily with trade unions have who have engaged as well. So, it wouldn't have been like solo in in this respect. And who then, you know, have taken it on a bit more. So it's kind of from the fringes we as opposed to you know directly working with, you know, loads and loads of people. I think we've engaged over the past, you know (NGO1).

However, in his view, the efforts to protect the platform workers by trade unions are not systematic:... we've collaborated with some of the unions on that. But like it hasn't been a sustained effort or a sustained kind of campaign in that area by some of the unions. I think there's a lot of turnover in the sector as well. So, that kind of makes it hard to, like, organize, you know, a large group of people who are going to kind of take on the platforms and, you know, the employers in this case. So, it's a difficult one (NGO1).

NGO1 and NGO2 collaborate with other migrant-support organisations; however they do not have a close relationship with the state bodies or trade unions. They are both unaware of any government initiatives aimed at protecting the rights of home care and cleaning platform workers and argued that platforms should be regulated to protect the workers:

We don't really have the same protections for gig economy workers and people on short term contracts (NGO2).

NGO4 collaborates with non-governmental organisations, and while her organisation partners with the local Chamber of Commerce, she argued for stronger connections with governmental departments and private employers to ensure effective employment supports for their clients. They also do not work with the unions and argue that their clients' awareness of unions would be very weak:

The core of our clients that we work with would not necessarily have the information and we have not worked with unions before as well.

She stated that her organisation refers many cases to the WRC and to the Free Legal Advice Centre (FLAC). While they find both helpful, they highlight the long waiting

periods to gain access to the legal aid. Moreover, while she acknowledged the past campaigns advocating for the rights of au pairs in Ireland, she was not aware of any current or past campaigns for the home care and cleaning sector workers.

All interviewed NGOs argued that platform workers lack official government and trade union representation:

They're not oblivious to it, but I think it is a very difficult to try to organise or to assist people to organise themselves because of the precarious nature of the work (NGO1).

While some initiatives, such as the Code of Practice for Protecting Persons Employed in Other People's Homes, represent improvements for those directly employed in the home sector, "more needs to be done to research (...) the scope, the extent of the problems that people are facing in order to figure out the solutions to it" (NGO1). The growth of unregulated home care and cleaning platforms poses risks to established agencies as they have the capacity to lower the costs for services potentially posing real competition to the agencies. The self-employed workers will pay the real costs as home care and cleaning platforms will further diminish their employment rights and entitlements. If costs are lower so will be their wages, and they will not have the union representation that the employed sector currently enjoys, thus rendering their work situation ever more precarious.

There's no doubt it'll undermine good employers like in the sector. Who are, you know, paying tax and insurance and, you know, following the right of entitlement to those workers. We now have to compete against platforms, which is basically mean do it cheaper and you know, workers won't have the benefits in time as they go along with it.

In terms of the next steps, NGO1 argues for greater monitoring of the home care and cleaning platforms:

As it continues to evolve and to grow, you know, the Department of Enterprise and, you know, the WRC and, you know, unions, we need to continue to look at the area and to see to what extent it can be regulated for the benefit of those employed. Because it appears to me that it's pushing so much of the burden onto the employee. While there may be some benefits that are espoused in it, there's no doubt that any worker isn't going to see a benefit of, like greater insecurity or lesser rights and entitlements that go along with that (NGO1).

10. Conclusion

Extending the benefits of social dialogue is vital to address the unique needs of gig workers while maintaining the strengths of traditional employment systems. As

O'Connell (2021) argues, in both the contract cleaning and home care sectors, the institutions of the state's industrial relations machinery proved important in securing collective rights for workers. However, it was the sustained will of the trade unions to organise and extend their reach that led to the establishment of social dialogue in the sectors. While issues relating to the invisibility of the work posed challenges, there was recognition of the need for coordinated efforts and use of new organising tactics to address these.

In contrast, the current situation relating to platform work appears to lack a catalyst for action, such that the domestic workers' convention previously created. Our case study confirms the latter by revealing that the stakeholders are barely familiar with the work conditions of home care and domestic workers employed by platforms in Ireland. The invisibility of low-income, precarious and/or ethnic minority workers is well established in the literature. This case study further contributes to the argument that lack of a catalyst for action among the key stakeholders contributes to institutional invisibility of platform workers in this sector, and effectively has potential to exacerbate workers' vulnerability (Gruszka and Böhm, 2022). While some may argue that platforms ought to increase the visibility of such workers, and with recent Revenue Commissioner deliberate focus on the sector², nonetheless it seems to be a "highly individualised visibility" that makes such workers visible for potential clients only (Rodríguez-Modroño et al, 2022).

As our participants argued, home care and domestic work platforms are overrepresented by a vulnerable workforce whose societal position frequently renders them voiceless. Our study showed that while the flexibility of platform work may be a viable or only option for some, once they seek recourse workers are left to their own, frequently powerless, devices. The latter is evident in the individual silence – home care and domestic platform workers do not report to the local NGOs, trade unions or politicians. We know that because the representatives of those groups who took part in this study were unaware of what is going on in this sector. Thus in the case of Ireland, at a sectoral level, it could be argued that the social partners are 'playing ostrich' by either wilfully ignoring an emerging platform work that has the potential to disrupt the conditions created through collective bargaining and social dialogue that underpin key sectors or that the absence of vocalised concerns from workers have created a vacuum in which platforms operate outside the radar of the social partners. For trade unions in particular, their structures, particularly in light of the 'organising turn' of recent decades, may very well be part of the problem, a global issue in fact (Joyce et al, 2023). Organising such workers in such precarious positions may require a return to older

² <https://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/dac7/registration.aspx>

methods exercising structural rather than associational power, focussing on legal enactment and combining on a geographical basis (Milkman, 2000; Joyce et al, 2023). Thus, may the gains for home care and cleaning in the directly employed sector be extended to those working on platforms.

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Work Package 4 – Deliverable 2

ITALY

Ivana Pais

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Family Assistant

Family assistant is a case of unilateral social dialogue, initiated by the government at local level. One of the reasons why this case was chosen is the involvement, by the municipal administration, of the third sector and, in particular, of two cooperatives. This case study is therefore also interesting to explore the specificities of co-operation in the platform model. The research was carried out through desk analyses of the platform and interviews with contact persons from the four organisations involved in the project, the trade unions and three platform workers (see the methodological note at the end of the report for details). The case study is structured into five sections, where the perspectives of the various stakeholders are critically assessed. The first outlines the historical development of the project and profiles the participating partners. The second section details the workers' recruitment and selection process, focusing on the training course provided by the platform. The third section examines how the platform operates in terms of matching labour supply and demand. The fourth explores contractual arrangements and working conditions. The final section presents a synthesis of the key findings. A list of interviewees is included at the end of the report.

1. History and characteristics of the project

The Family Assistant project was initiated through funding provided by the Veneto Region as part of the intervention programme entitled Promotion and Enhancement of Active Ageing (DGR 1391/2021). The municipality of Piazzola sul Brenta (Province of Padua) served as the lead partner, collaborating with the municipalities of Campo San Martino, Morgano, Rovolon, and Vo'. Although the project was originally submitted in 2021, its implementation was delayed until 2023 due to setbacks in the regional allocation of funds.

The initiative targets a professional role that is not formally recognised within existing academic or policy literature. Project proponents refer to this figure with the English term *family assistant* to distinguish it from the more conventional role of a carer, particularly in terms of the nature of the tasks performed and the temporary character of the employment relationship.

“Who is the Family Assistant? It is a figure who supports self-sufficient or partially self-sufficient elderly people. They carry out simple activities that do not require specific healthcare skills, such as preparing meals, helping with cleaning, and keeping the elderly person company. The family assistant *is not a carer*, but a figure who gives support to the family on an occasional basis and for a few hours at a time” (<https://www.jonathancoop.com/family-assistant/>)

Although the project was funded under a call for proposals specifically aimed at promoting active ageing, the objectives articulated by its promoters also include the enhancement of work–life balance, with a particular focus on supporting women’s employment.

“There was a need for some families [...] So we started from this very need, we thought of a joker figure who could intervene in certain situations and thus also facilitate the work–life balance for families” (Cooperativa Jonathan)

Moreover, as highlighted by the municipal representative interviewed, the definition of this professional figure was also strategically intended to navigate and overcome specific administrative constraints.

“We had developed an initiative that did not include healthcare services or similar types of care, but rather minor support services, such as accompaniment and companionship. Otherwise, participants would have been required to hold certifications for which we were not prepared” (Municipality of Piazzola sul Brenta)

The definition of this new professional figure allowed the municipality to overcome some resistance expressed by the trade unions.

“The union just puts stakes in it, that’s all. Yes, that the training is not enough, the security is not enough, the course is not enough, but especially the security. [...] We found more rigidity than cooperation, I must say the truth” (Municipality of Piazzola sul Brenta).

The project stems from the complementary functions of four actors. First of all, the project involved small municipalities in the province of Padua. The largest is Piazzola sul Brenta, the project leader, which has 11,000 resident citizens. This municipality took care of the planning, the application for funding, the construction of the network of actors and its coordination, the promotion of the project in the area and relations with the citizens concerned, and the reporting of the funding received.

The municipality plays a role in conveying the reliability and quality of the actors involved to citizens. Typically, the establishment of municipal registers for care workers is limited to verifying compliance with formal eligibility criteria, without evaluating the actual quality of services delivered or ensuring that workers are employed under regular contractual arrangements. In contrast, the municipalities participating in this project have chosen to engage in activities that generally fall outside the traditional scope of local government responsibilities. For the municipality of Piazzola sul Brenta, this project is part of a broader strategy. Due to the absence of dedicated resources for directly managing the provision of this service, the municipality views the start-up nature of this platform as a sustainable mechanism capable of operating independently, even without continued municipal support.

“We envisioned a two-step process: an initial phase where the municipality provides support, followed by a self-sustaining mechanism, driven by private individuals and managed by cooperatives. Given that a municipality like Piazzola sul Brenta lacks the economic capacity and infrastructure to manage this service throughout its various stages, it was clear that the Third Sector would be the most suitable partner for this task. We have been contemplating the idea of the platform for years and have been

working on it, although, of course, within the timeframes allowed by public regulations” (Municipality of Piazzola sul Brenta)

In this respect, a main problem highlighted by the municipality concerns the fact that the platform enters in competition with corporate welfare portals promoted directly by trade unions.

“The corporate welfare platforms are those of the trade union organisations. These platforms focus on things, rather than on people. Ours is a platform that focuses on services: domestic helpers, babysitters, after-school care. Their platforms make agreements with large retailers and gas stations. We chose to focus on local neighbourhood shops, municipal services, and our own welfare services aimed at the community. Despite our efforts, we have not been able to gain significant traction in this area. To be frank, we must acknowledge that challenge” (Municipality of Piazzola sul Brenta).

The small size of the municipality is both an advantage and a limitation. On one hand, it facilitates a faster decision-making process; on the other hand, it restricts access to the limited resources available for the implementation of the project.

“We are a small municipality here. So, to put it simply, 90 percent of these services are directly managed by me, if not 100 percent. The only service I wouldn't oversee is commerce, but I have always been involved in its promotional activities in an unofficial capacity, which is how we've addressed the issue of transversality. When the deputy mayor and the head of social services agree on initiatives, the municipal council supports us wholeheartedly. However, I don't have the time to follow these matters in detail. That's the frustration I'm currently experiencing—dealing with the burdensome requirements imposed by the ministries, which waste my time and prevent me from focusing on the initiatives that are truly needed” (Municipality of Piazzola sul Brenta).

The second key actor is the non-profit social cooperative Jonathan, founded in 2009 in Piazzola sul Brenta. Comprising 10 members, the cooperative operates across a range of areas, including social and cultural promotion, education and training, environmental protection, and the advocacy of human rights and equal opportunities. In the context of the Family Assistant project, the cooperative was responsible for both the design and delivery of the training course for family assistants.

The third actor is WelfareX, a digital platform developed by CGMoving Srl, a company established in 2020 by the national consortium of social cooperatives Gino Mattarelli (CGM) and Moving Srl, with the aim of creating, promoting, and managing welfare platforms. CGM, founded in 1987, is a cooperative group that currently encompasses 58 territorial consortia, 701 cooperatives and social enterprises, and employs 42,000 workers across Italy. Moving Srl, a software house founded in 2001 in Brescia, specializes in the development of web platforms and digital transformation solutions. The WelfareX platform provides customized services tailored to corporate, public, and territorial welfare needs. For the Family Assistant project, WelfareX developed a digital platform specifically designed to address the project's

requirements (<https://jobs.welfarex.it/>), which is also accessible through the main WelfareX website (<https://welfarex.it/x/home>) that aggregates various vertical platforms.

Finally, Cooperjob is an employment agency owned by non-profit organizations, established in 2007 in Bolzano and acquired by CGM in 2015. The agency operates across several sectors, including caregiving, social cooperation and personal assistance, logistics, production, banking and finance, trade, and catering. With 10 territorial branches located throughout Northern and Central Italy, Cooperjob is a key player in the regional labor market. For the Family Assistant project, Cooperjob is responsible for managing the employment relationship in accordance with the National Domestic Workers Contract. Additionally, the agency oversees the periodic payment of assistants, the issuance of pay slips, and the payment of the required social security contributions.

The collaboration between these four actors originated from a previous project funded by the regional 'Alliance for Families' call. In that project, a digital platform was developed for university students to provide homework help, with the municipality offering families a pocketbook for free service hours. The success of this initiative prompted the municipality of Piazzola sul Brenta to re-engage with the same partners for a similar service. WelfareX, with a platform requiring minimal adjustments, chose to invest in the project despite lacking a dedicated budget for digital infrastructure, aiming to test and integrate the service into its broader offerings.

“To make a platform that is not too different from something we have already done, it takes us very little time... So we accepted the good degree to make our contribution to the start of this project. [...] We should have the possibility to extend this model to the whole CGM network potentially, so that other cooperatives that, with or without the support of municipal administrations, should handle similar needs, at this point we would have the platform ready, and it would be easily applicable” (WelfareX).

Although the training course was completed and the platform was fully operational, the project's progress was significantly delayed by the municipal elections, which imposed a restriction on promoting the platform due to electoral silence regulations. This situation highlights a case of limited operability arising from the public nature of the promoting body, which was also impacted by strategic shifts resulting from the political decisions of the current administration.

“We started at the worst possible time, as we were initially required to complete the project this year, though it was later extended. We had planned everything for the spring, but this coincided with the period of electoral silence. Just as we were ready to promote the initiative, we had to put it on hold. In the meantime, some administrations changed, we lost key, active councillors, and while we gained others, they needed to be briefed on the project. As a result, we faced delays in both timing and execution” (Municipality of Piazzola sul Brenta).

This case is considered a one-sided social dialogue model, as, despite initial attempts to involve trade unions and trade associations, the municipality took full control of the project in cooperation with partner cooperatives. As stated by the municipality referent:

“At the Alliance and Family table, we had involved the provincial social partners' representatives, including employer associations, trade union representatives, and professional associations. The unions set the stakes for us, while the trade associations indirectly set their own to protect their platforms, such as those for artisans and tradesmen” (Municipality of Piazzola sul Brenta)

The municipality also observed a lack of interest from the unions in addressing sector-specific issues.

“We found, beyond resistance, a lot of ignorance and little awareness of what was happening in the sector, which was frustrating for us. Beyond their stances, there was a certain disinterest in this area... Honestly, we carried this forward without them, precisely to avoid complications” (Municipality of Piazzola sul Brenta).

Interviews with union representatives expressed appreciation for the municipality's initiative, particularly in promoting territorial welfare. However, when asked about the specifics of the project, union representatives were cautious, acknowledging a lack of knowledge and offering no criticism of the model once they understood its key components

“Piazzola, in my opinion, was really exemplary because nobody knew about the Alliance for Families notice. [...] I think it was an important forerunner. [...] Then, the evolution of this part, which you updated me on, is certainly positive. It is clear there are many pieces missing to coordinate it better, and the theme needs to be extended to a wider area” (Cisl delegate)

Concerns arose mainly due to previous negative experiences with employment agencies in the sector.

“I had workers years ago with contracts from cooperative employment agencies. What happened was the agencies would shut down, leaving workers unpaid for holidays, 13th month, etc. The Territorial Labour Inspectorate said the families were responsible... It's clear there's much to build here, because the possibility of misalignment with our union guidelines is always a concern.” (Cisl)

Two out of three workers interviewed referred to negative past experiences with the trade union, which they now do not consider reliable for support with work-related issues. These individual experiences, while not universally applicable, highlight how trust can be either built or eroded in different sectors.

“I had 16 years of experience in the company, and it was really bad. The union wasn't supportive at all. They seemed to side with the employer... I even had a bad experience when I requested part-time after having my second child. The union was talking to my employer, and I had to get a lawyer to assert my rights. That's why I'm not pro-union” (Family assistant 1, female, 45–49 years old, Bachelor's degree, 2 children).

“When I worked at a supermarket, the union said they'd do the best they could... but in the end, it seemed like they made a deal with the employer to look after their interests more than the workers” (Family assistant 2, female, 45–49 years old, secondary school, no children, student-worker)

2. Training as a selection channel

The project included an initial training phase for aspiring family carers, managed by the Jonathan cooperative. This 13-hour course, held between February and April 2024, involved 38 participants (37 women and 1 man) and covered topics such as first aid, hygiene, nutrition, cleaning, contracts, and building positive relationships with caregivers and families. The training was well-received by participants, although many approached it without specific expectations.

“I did it because I was really out of work, I saw the ad, and thought, 'rather than staying at home, I'll try this'... It was great, very interesting. I would do it again if I could” (Family assistant 2, female, 45–49 years old, secondary school, no children, student-worker)

“I did this course, and for me, it was very positive. I learned a lot and I'm very happy... with the platform, I've learned things I'm now putting into practice” (Family assistant 3, female, 45–49 years old, 3 children).

As well as offering basic skills to family carers, the training also allowed the Jonathan cooperative to assess the people who will then work with the family.

“Our focus has been on active training to understand the people we're working with and ensure they are balanced and serious individuals. [...] Well, in some respects we have less interest in their skills than in the fact that they are actually well-balanced people, that we guarantee that someone serious is coming” (Jonathan)

Currently, access to the platform as workers is limited to those who have completed the training course. This approach reflects different views among the involved organisations. Cooperative Jonathan sees it as part of their long-standing methodology with public administrations, while they foresee possibly allowing municipal-selected workers to join the platform in the future.

“We operate in the public-private sphere, in co-planning, so this is our experience and we are comfortable working with this approach Active training is our methodology in all contexts [...] There have been cases where we didn't place individuals because we thought that they did not meet our standards” (Jonathan).

Cooperjob supports the value of this process, emphasizing its role in creating a value chain. Their method differs from typical recruitment processes, as it involves selecting participants for the training course and assessing their skills, rather than relying solely on cognitive interviews.

“We've created a value chain, where the value is primarily in the training. What does this mean? That a customer can be assured that people have been selected through this process, which lasts over time. The selection is not just a cognitive interview. It is a knowledge that lasts over time, because the person attends a course and, during this course, acquires the necessary skills to carry out activities [...] Selection, instead of doing it downstream, is done upstream, It's much more rewarding to discover

someone's potential than to select someone who already has the skills" (Cooperjob referent).

However, Cooperjob also pointed out the limitations of online intermediation, which can result in a more detached relationship with customers:

"The downside is not having direct access to the person. Without that, we can't offer the specialized consultancy we would in person, as everything is handled online. With an online service, the relationship is more distant compared to meeting the customer in person" (Cooperjob)

3. Matching via digital platform

The workers who completed the training course were guided in creating their profiles on the platform, including uploading a photo, a brief description, chosen tasks, and availability. This flexibility in selecting tasks and hours is a distinguishing feature of this project, which is framed by the promoters as a layer of workers' autonomy and professionalization. As noted by a Cooperjob referent:

"Nowadays, the worker wants to decide when they work and when they're with family or other activities. And this platform allows that [...] On the platform you will find jobs that a person can do, but also jobs that the person does not want to do. To give you a practical example, a person suitable for ironing may not want to wash the house. So I can only hire her if I have a need for ironing activities. And here again we are getting more and more into job specialisation and professionalism, whereas when you have applications, you don't usually go into such detail about what the tasks are. In this case we do and this, in my opinion, is an added value" (Cooperjob)

Participants also seem to appreciate this flexibility, especially given their personal or family commitments. One worker explained.

"I prefer to work in the morning because I like being home with my kids in the afternoon. [...] You can do whatever you want, it's all autonomous, you can cancel your hours, you can put in more, you can put in less" (Family assistant 3, female, 45–49 years old, 3 children).

However, the platform's success depends on a high number of users on both demand and supply sides. Due to limited publicity and time constraints, some workers reported to have struggled with finding opportunities.

"I did this course in March, but since the platform wasn't publicised that much, I did not receive any requests for work [...]" (Family assistant 1, female, 45–49 years old, Bachelor's degree, 2 children).

"I have not been able to give much availability. Let's say that, on the one hand, this platform allows you to work when you want, but on the other hand I have not had many job opportunities" (Family assistant 2, female, 45–49 years old, secondary school, no children, student-worker)

An unexpected issue arose when a worker arrived expecting to care for an elderly person but was instead asked to perform cleaning tasks. This is an interesting case of using the technological device in ways that do not correspond to the design. The critical element concerns the fact that the family assistant did not receive any prior information and was only informed of the family's needs once she arrived at the workplace.

"[...] I thought I was going to meet an older woman, but instead, it was a young girl. When you get the contract, you know you're supposed to go to this woman's house, but the contract doesn't specify exactly what you'll be doing. I went there quietly. The assistants' duties include things like cleaning, but it's not supposed to be like a professional cleaner. You might help out with some cleaning tasks, but you're not meant to take on the role of a cleaner. If they need a cleaner, they'll hire one. But there I was, cleaning. What could I say? That I don't do cleaning? I thought: 'Well, I'm getting paid...'. In fact, I had already been paid, because once they call you, the payment is already done, so refusing wasn't really an option. So I just accepted it and did what they asked." (Family assistant 2, female, 45–49 years old, secondary school, no children, student-worker).

Handling emergencies also presented challenges. Since customers pay before the service, workers felt pressured to show up even if unforeseen circumstances arose.

"This is one of the flaws that this platform. If I had an emergency, I had to call the cooperative to say I couldn't make it, but the family had already paid. It would be fairer for them to ask for my confirmation first" (Family assistant 1, female, 45–49 years old, Bachelor degree, 2 children).

To ensure better matching and prevent families from bypassing the platform, the cooperative decided to block workers' contact information from being visible to families, which had been an issue initially.

"I see the contact, I see the address, because otherwise I couldn't go there. I see the phone number and also the email address, but they don't see anything about me. Why do they have to call me...? Initially the phone number of the family assistant was also put in, but the cooperative found out that the families called the ladies directly, not through the cooperative" (Family assistant 1, female, 45–49 years old, three-year degree, 2 children).

Currently, the platform lacks reputation mechanisms, in relation to which actors have different opinions. While the cooperatives and the municipality may consider institutional trust mechanisms sufficient, WelfareX sees these mechanisms as necessary albeit delicate functions for future growth.

"In my opinion the boundary is when you leave the municipal sphere or so, in the sense that obviously this project was actually born on a territory of one, two, three, four, five municipalities. [...] When expanding, reputation systems will be essential to ensure quality, but they must be handled carefully" (WelfareX).

4. The Employment Contract

One distinctive feature of the platform in this project is its approach to formalizing employment contracts directly through the platform. This positions Family Assistant within the category of on-demand platforms, and sets the project apart from other similar services. The platform operates with a model of administered labor, ensuring that the workers' employment contracts are aligned with the national collective agreement for domestic helpers and carers. However, since social cooperatives like Jonathan cannot handle intermediation and labor administration under Italian law, Jonathan only contributes to the project through training, while Cooperjob, an authorized labor agency, is responsible for the contract regularization process. As explained by WelfareX CEO:

“We are not just a platform matching supply and demand. We are a series of partners covering everything from collecting needs to formalizing contracts and administering payments” (WelfareX)

This approach contrasts with other platforms that simply facilitate matching without being involved in the actual employment relationship. Cooperjob emphasizes the importance of authorization in the market, pointing out that many competitors in the domestic care sector operate without the necessary legal framework, which can lead to unfair practices:

“The difference to be made is who is authorised to do it and who is not authorised to do it [...] Let's say that there are many unfair competitors. It is a market which receives low attention, because in Italy there is little intermediation of work compared to word of mouth” (Cooperjob)

One of the main advantages for workers in this model is the superior pay and social protections compared to the national minimum standards. For example, workers are paid above the minimum wage, and they receive additional benefits such as sick leave. As noted by the Cooperjob referent:

“[...] they have a pay that exceeds 9 euros, something that in many collective agreements is not done, so we decided on an ethical level, to also respect the worker [...] The collective agreement addresses individuals who are sufficient and non-self-sufficient, with varying contractual terms. For the reasons I mentioned earlier, in order to ensure fair compensation, we have decided to hire everyone at a contractual level of C Super. [...] As CooperJob we have decided to equate what is the sick pay for carers to that of a worker employed in another sector” (Cooperjob)

This ethical commitment to worker welfare is explicitly stated on the platform's website: “Although our service costs more than others in the market, there are good reasons to justify this investment” (Jonathancoop.com). Cooperjob's strategy is to focus on quality of service rather than high profit margins, positioning itself as an ethical player in a competitive market.

“[...] we don't want to excessively profit from these services. While the quality of our service ensures our survival, it's not a major source of profit, even though many of our competitors do treat it as such. They do this because, nowadays, the demand is high, and on the other hand, there are few people available” (Cooperjob)

The contractualization and associated social protections are key reasons why workers have chosen this model. One family assistant, who previously participated in a babysitting course provided by Jonathan, shared her frustrations with a lack of contracts and fair pay in her previous roles, emphasizing the need for contractual protection, especially when it comes to benefits like sick leave and pensions

“I refused so many times because I was underpaid and had no contract. That’s why I chose this course, because I know the work is legal and properly formalized [...] Factory workers have a contract, why shouldn’t I? Even if I go to work two or three hours for a family, I don’t find it right. If I get hurt, I have to be protected. I mean, even at pension level, I have to think about that too” (Family assistant 1, female, 45–49 years old, three-year degree, 2 children).

The only concern expressed by the workers interviewed was about the administrative burden associated with signing a new contract for each individual service, even for short tasks.

“[...] when I receive the work notification for a service, like in the morning for an afternoon job, I have to sign the contract. I get an email with the contract to sign, which specifies that on that day, I need to go to this lady’s house for 2–3 hours. I’ve been doing this once or twice a week for over a month, but there’s no regularity. Some weeks, I might work eight hours, other weeks only four, depending on my availability or family commitments. Each time, though, I have to sign a new contract for the day. I get paid around the 10th of the following month, and I receive several separate transfers – one for each contract. Sometimes, I get 7, 8, or even 10 transfers at once. For me, it’s a waste – both in terms of paper and time – it definitely has its costs” (Family assistant 1, female, 45–49 years old, three-year degree, 2 children).

Cooperjob acknowledges this challenge, explaining that every service requires a new contract due to regulatory requirements:

“Every employment relationship must be treated as a separate contract, even for a one-hour job. We have to go through the entire administrative process – hiring contract, communication, pay slip, attendance, invoice – to guarantee that the regulatory aspects are properly met.”

5. Concluding remarks

The Family Assistant project represents a case of unilateral social dialogue, initiated by a network of small municipalities in collaboration with social cooperatives. Initially, there was an attempt to engage employer associations and trade unions, but the local administration ultimately decided to proceed independently. This decision was shaped by the resistance encountered from unions, which stemmed from two primary concerns. First, unions were hesitant about digital platforms in personal care, as they are unfamiliar with these models and are used to handling disputes, which platform workers rarely experience due to their

short-term contracts. Second, they also expressed concern about introducing new intermediaries in a sector already prone to informal practices.

To address these challenges, the project foresees the creation of a new professional role for personal assistants to meet temporary care needs while protecting workers. This role introduces flexibility but weakens traditional union bargaining efforts. This initiative, although seen as a potential solution, also poses a challenge for the unions as it weakens their bargaining power. The creation of a new role offers flexibility and adaptability but may dilute the traditional efforts to protect the rights of care workers within the established labour framework.

Though not a strict platform cooperative, the project involves three cooperatives working together to manage the platform, training, and labour relations. While platform cooperatives are still rare in the care sector, this model aligns with the principles of platform cooperativism, ensuring fair compensation and democratic decision-making. In particular, the Family Assistant platform operates in a way that somewhat mirrors the cooperative model, but it's not a fully-fledged platform cooperative as typically defined in the platform cooperativism movement. The platform is managed by three cooperatives: a social cooperative responsible for designing and managing the training course, a company co-founded by a network of cooperatives for the platform's digital infrastructure, and a cooperative employment agency that manages the workers' contracts and labour relations. The economic sustainability of the model remains a challenge. The startup phase was supported by public funds and private investment from WelfareX. Additionally, Cooperjob has intentionally reduced the margins on these services, as it can compensate for any potential losses through other sectors. Scaling the platform while maintaining cooperative principles and navigating a restrictive regulatory framework remains a key concern for long-term sustainability.

Section 5 – List of interviewees

- WelfareX and Jonathan, two interviewees, 8 July 2024, 1:11 hours
- Cooperjob, one interviewee, 28 October 2024, 00:58 hours
- Municipality of Piazzola, three interviewees, 13 December 2024, 1:01 hours
- Cisl, two interviewees, 26 March 2025, 00:58 hours
- Family assistant 1, female, 45–49 years old, Bachelor's degree, 2 children, 16 October 2024, 1:02 hours
- Family assistant 2, female, 45–49 years old, secondary school, no children, student-worker, 24 October 2024, 00:44 hours
- Family assistant 3, female, 45–49 years old, 3 children, 6 November 2024, 00:30 hours

Work Package 4 – Deliverable 2

THE NETHERLANDS

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Social dialogue on care and cleaning platforms:

The case of the Netherlands

1. Introduction

The rise of the platform economy has significantly reshaped labor markets worldwide, introducing new forms of work that challenge traditional employment models and existing labor regulations (Lamers, 2023). In the Netherlands, platform work has expanded rapidly, covering sectors such as food delivery, taxi services, and, notably, cleaning and home care services. Some internationally active platforms, such as Just Eat Takeaway, have their home base in the Netherlands (Just Eat Takeaway, 2025), while the Dutch gig economy itself includes both local and international platforms (Pais et al., 2024). Platforms promote themselves as offering flexibility, convenience, and efficiency, allowing individuals to work on their own terms while providing clients with easy access to a broad range of services.

However, platform work is not without problems. Workers in cleaning and home care already occupy a precarious position in the labor market, often facing low wages, job insecurity, and limited legal protections (Kuijpers et al., 2024). Platform-based work exacerbates this precariousness by shifting risks and costs onto workers while offering few of the protections associated with standard employment contracts. Rochet and Tirole (2006) describe how platforms extract value from both sides of the market, charging fees not only to clients but also to workers themselves. Moreover, unlike employees in traditional firms, platform workers are typically classified as self-employed, meaning they lack access to sick pay, holiday leave, and social security contributions (Been et al, 2024). In the case of platforms in the home care sector, some of them apply the Home Services Regulation (Dienstverlening aan Huis, Belastingdienst, 2024), which establishes a direct contractual relationship between workers and clients. Platforms often claim to function as neutral intermediaries, but in reality, they shape work conditions through algorithmic management, opaque pricing policies, and reputation-based evaluation systems (Jin & Kato, 2007). Research on eBay's rating system has shown that credibility mechanisms can be manipulated, and strategic behavior can distort reputation systems, affecting workers' ability to secure jobs (Cabral & Hortacsu, 2010).

Trade unions within the Netherlands have actively opposed the labor practices and workings of platforms, fearing the current methods will lead to the deterioration of working conditions. Current legislation is not adapted to the reality of platform work, since it primarily addresses traditional employment relationships without accounting for the intermediary role of platforms (Lamers, 2023). Variations between platforms in

how they structure relationships and organize work and a lack of standardization in the sector, further complicates regulation (Verbiest et al., 2020). Due to the lack of transparency on finding workers of platforms plus the ambiguity of the regulatory practices surrounding platforms, trade unions have struggled to keep up with the development of platforms, often only able to react to platform labor disputes through workers calling upon the union's assistance.

One such action initiated by the trade unions was the case against Helpling. This court case has changed the default option of classifying workers as independent contractors by platforms and has opened up the possibility of classifying them as employees in the Dutch context. Consequently, this case led to the bankruptcy of Helpling in the Netherlands, causing the platform to disappear from the Dutch gig economy. However, the Helpling case is not an isolated event, but part of an ongoing strategy of trade unions to deal with platform work. In order to better understand the approaches of trade unions to platform work and the consequences for how it is regulated, this study aims to explore the dynamics of social dialogue leading up to the Helpling case, during the Helpling case and thereafter, emphasizing how labor unions engaged with the platform to address worker rights and employment classification.

The report begins with an overview of the methodology used in this research. Following, a deeper introduction of Helpling and its methods is given. Next, a timeline of the Helpling case is presented to provide chronological context, leading to an analysis of the case's broader implications. Following, the reasoning and views of the trade union involved in the case, FNV, is added to provide insights in the starting of this case and the standpoints of social actors towards platforms in this sector. The report concludes with a discussion of implications that followed Helpling's case and an overall reflection on the findings.

2. Research methodology

The research employs a multi-method qualitative approach combining qualitative and desk-based methods to provide a comprehensive analysis of the Helpling case. The methodology includes the following components:

1. Legal Document Analysis

The study relies on legal case files, including court rulings and procedural documents, to trace the progression of the Helpling lawsuit. These documents provide insight into the legal arguments, judicial decisions, and implications for platform workers' rights and responsibilities.

2. Desk Analysis of Literature

A review of existing academic, legal, and policy literature contextualizes Helpling within the platform economy. Key themes include employment classification, labor protections, and the regulatory landscape for gig work. Additionally, reports of the labour unions involved are also analyzed.

3. Stakeholder Interview

A semi-structured interview was conducted with two representatives from the labor union FNV (later referred to as FNV1 and FNV2). This interview explored the perspectives of involved parties on the lawsuit and the broader implications for labor relations in the platform economy. Questions focused on the motivations, processes, and outcomes of the legal and social dialogue initiatives surrounding Helpling. Additionally, quotes from interviews conducted in other steps of the overarching project are included as well.

3. Helpling and its working methods

3.1. History of Helpling

Helpling was founded in Berlin, Germany, in 2014 as part of the Rocket Internet portfolio, a company known for developing and scaling digital platforms (Arets, 2023). The platform was designed as a digital marketplace for household cleaning services, connecting individuals seeking cleaning services with self-employed cleaners.

Helpling expanded rapidly across Europe, including its launch in the Netherlands in June 2014 (Arets, 2023). Initially seen as a promising player in the emerging gig economy, the platform aimed to modernize the domestic cleaning market by offering a user-friendly, technology-driven approach to finding and booking cleaners. Helpling's services included facilitating bookings, providing payment processing, and ensuring quality control through features like ID verification and reputation systems.

Although Helpling primarily focused on cleaning services, its ambitions extended beyond this scope. In 2015, Helpling Netherlands' founder, Floyd Sijmons, indicated that the platform intended to expand its offerings to include other home-related services, such as window cleaning (Arets, 2023). However, these expansions did not materialize as planned, and the platform remained concentrated on its core cleaning services. Despite its efforts, Helpling faced challenges in retaining clients and maintaining its market position. Clients and cleaners often established direct arrangements outside the platform after initial bookings, reducing reliance on the platform. Additionally, the need to adapt strategies for different national markets presented operational hurdles (Arets, 2023).

3.2. Working methods

Due to the bankruptcy of Helpling in the Netherlands, direct information of the workings of the Dutch version of Helpling are no longer accessible. However, the court documentation concerning the case of Helpling included an overview of the workings as to determine the involvement of the platform in facilitating the work of the workers. The information provided in this section, found in the Helpling court case documentation, provides the foundation to understanding the influence and impact of this case.

3.2.1. Registration Process for Cleaners

To work through Helpling, cleaners had to complete an online registration process. This involved providing a phone number to receive a verification code and answering a series of questions about their language proficiency, work permits, availability, and cleaning skills. Questions included scenarios such as cleaning specific surfaces and handling delays.

Once registered, cleaners were informed: “Congratulations! You have successfully completed your registration. Since you are new to the platform, you can currently accept only one client. After completing your first cleaning, you will gain full access to the customer database and can accept as many jobs as you like.”

Cleaners had to complete their first cleaning before gaining unrestricted access to the platform. They were then required to create a profile, upload a photo, and describe their cleaning experience. Helpling provided “tips” for building a good reputation, such as avoiding last-minute cancellations and maintaining punctuality. Additional services, such as pet care or furniture assembly, could also be offered through the platform.

3.2.2. Registration Process for Households

Households seeking cleaners provided their postal code, desired cleaning schedule, and preferences for service frequency. The platform displayed available cleaners, from which households could select up to six options. After making a selection, households created an account and entered payment details.

3.2.3. General Terms and Conditions

Both cleaners and households had to agree to Helpling’s general terms and conditions (GTC), which were revised multiple times. Key agreements included:

- Household Usage Agreement: Between Helpling and the household.
- Cleaner Usage Agreement: Between Helpling and the cleaner.
- Service Agreement: Between the household and the cleaner (no longer used after 2021).

Household Usage Agreement: This agreement defined the terms and conditions governing the relationship between Helpling and the households using the platform to book cleaning services. Key provisions included:

- Platform Access: It outlined the rights and responsibilities of households in accessing and using the Helpling platform, including account creation, booking processes, and payment mechanisms.
- Fees and Payments: The agreement detailed the pricing structure, including the platform's commission and the payment process facilitated through third-party systems like Stripe.
- Cancellations and Modifications: Terms for canceling or modifying bookings were included, specifying when households could cancel services without penalties and any associated costs for late changes.
- Prohibitions: The agreement prohibited households from bypassing the platform by directly hiring cleaners they found through Helpling, often including penalty clauses for breaches.

Cleaner Usage Agreement: This agreement governed the relationship between Helpling and the cleaners who provided services through the platform. It was essential in delineating the cleaners' roles and obligations. Key elements included:

- Registration and Verification: Requirements for cleaners to register, verify their identity, and provide information about their skills and availability.
- Service Standards: Expectations for performance, such as punctuality, professionalism, and adherence to agreed-upon cleaning standards.
- Compensation: Details about the payment process, including how cleaners would set their rates (in later models) and how commissions would be deducted by the platform.
- Dispute Resolution: Processes for handling complaints or issues raised by either the cleaner or the household, as well as Helpling's role in mediating such disputes.

Service Agreement: This agreement established the direct relationship between the household and the cleaner, framing the cleaner as a service provider contracted by the household. The Service Agreement was a significant component of Helpling's early business model, as it leveraged the Home Services Regulation (Regeling Dienstverlening aan Huis). Key components included:

- Worker Classification: The cleaner was classified as being under the employment of the household, not Helpling.
- Employment Obligations: The agreement transferred responsibility for adhering to the Home Services Regulation to the household. This included obligations such as paying the minimum wage, covering sick pay for up to six weeks, and ensuring a safe work environment.

- Flexibility and Autonomy: Cleaners retained autonomy over the services they provided, but the agreement also left them vulnerable to limited enforcement of labor protections.
- Termination: Terms for ending the agreement were outlined, specifying the notice period required and any conditions under which either party could terminate the relationship.

As of March 2021, only two sets of terms applied: one governing Helpling's relationship with households and another for cleaners, implementing the service agreements components into the household and cleaner usage agreements.

3.2.4. Booking Process

Appointments could be made in two ways:

1. Households selected cleaners, and cleaners responded to booking requests.
2. Cleaners accepted "countdown requests," which were notifications about unfulfilled requests in their area.

After accepting a booking, cleaners received a confirmation message. Households could change cleaners at any time and were advised to contact customer service for replacements in case of cancellations.

3.2.5. Payment and Commission

Cleaners set their hourly rates within a range determined by Helpling, which was linked to minimum wage laws. Payments were processed through Stripe, a payment system integrated into the Helpling platform. Helpling retained a commission of 23% for recurring jobs and 32% for one-time jobs, which was deducted before cleaners received their earnings.

3.2.6. Restrictions and Penalties

Helpling prohibited direct arrangements between households and cleaners outside the platform. A penalty of €500 (excluding VAT) applied if a household engaged a cleaner directly within 24 months of their last platform interaction. Helpling also provided liability insurance for cleaners, covering damages up to €5,000,000, with an excess of €350.

4. The Helpling Trial

Below, a timeline of the Helpling trial will be presented as found in the court ruling (Rechtsspraak, 2024).

4.1. The Beginning of the Dispute

The dispute began in 2017 when a cleaner registered with Helpling to provide cleaning services to households. From March 8 to September 4, 2017, she worked an average of 6.7 hours per week. On September 4, 2017, the cleaner reported being sick and inquired about sick pay. Helpling denied the existence of an employment relationship, citing the Home Service Regulation, which governs informal domestic work arrangements.

The cleaner subsequently reached out to FNV to determine whether she was entitled to protections under the Cleaning Collective Labor Agreement (Schoonmaak-cao). Following this inquiry, FNV sent letters to Helpling on December 22, 2017, and again on January 16, 2018, asserting that the cleaners working through its platform were effectively employees and that Helpling was obligated to adhere to the Cleaning Collective Labor Agreement. Despite ongoing correspondence through mid-2018, no resolution was reached.

4.2. Initiation of Legal Proceedings

FNV formally initiated legal proceedings on October 16, 2018, filing a lawsuit at the Amsterdam District Court. The union sought recognition of either an employment contract or an agency work agreement (*uitzendovereenkomst*) between Helpling and the cleaners, alongside enforcement of the Cleaning Collective Labor Agreement.

4.3. Ruling by the District Court

On July 1, 2019, the District Court ruled partially in favor of FNV. While it rejected the claim that cleaners were employees of Helpling, it found that Helpling acted as an intermediary, facilitating employment relationships between cleaners and clients. The Court of Appeal followed this secondary argument and ruled that a temporary agency work agreement existed between Helpling and the cleaners, with households acting as the hiring party. Furthermore, the court determined that Helpling had violated the Placement of Personnel by Intermediaries Act (*Waadi*) by charging cleaners fees for its services. Helpling was ordered to cease these practices under penalty of a fine.

4.4. Appeal and Higher Court Deliberations

FNV appealed the decision on September 30, 2019, seeking broader recognition of employment status and adherence to the Cleaning Collective Labor Agreement. Helpling also contested aspects of the District Court's ruling.

A hearing was held at the Amsterdam Court of Appeal on July 7, 2021, with the court issuing its decision on September 21, 2021. The Court of Appeal overturned the earlier ruling, declaring that the relationship between Helpling and the cleaners constituted a

temporary agency work agreement under Article 7:690 of the Dutch Civil Code. Contrary to the Court of Appeal's assumption, a private household cannot act as a hiring party in the context of temporary agency work, as there is no provision of a temporary worker within the hiring party's business. This meant that one of the principal cassation complaints was successful. Additionally, several incidental cassation complaints regarding the Court of Appeal's findings on supervision and authority were also upheld. Specifically, to the extent that the Court of Appeal suggested that an employment relationship with Helpling could not exist simply because households provided practical instructions on cleaning tasks, the related complaints by FNV were deemed valid. However, the court concluded that the Cleaning Collective Labor Agreement did not apply because Helpling was not classified as a cleaning company.

4.5. Cassation and Helpling's Bankruptcy

Helpling filed for cassation (appeal to the Supreme Court) in 2022. However, the case was disrupted when Helpling Netherlands B.V. declared bankruptcy on January 10, 2023. This declaration led to the conditional termination of contracts for all registered household cleaners.

In June 2023, the Supreme Court suspended proceedings related to certain claims pending verification of their eligibility under bankruptcy law. FNV requested the continuation of the case for unresolved issues, emphasizing its importance for workers' rights.

4.6. Recent Developments

On January 12, 2024, the Supreme Court allowed the continuation of proceedings for specific claims, particularly those addressing the classification of employment relationships and the applicability of labor laws. The case remains ongoing as by the time of the writing of this report (March 2025), with its final outcome holding significant implications for platform work regulation in the Netherlands.

5. Legal Precedents and Market Adaptations

Alongside the legal developments highlighted in the Helpling case, other significant platform-related legal and regulatory challenges have emerged. These cases, including the Temper case, offer further insights into how the Dutch platform economy has been shaped by regulatory and judicial interventions. Additionally, the adjustments made by other cleaning platforms in response to these rulings demonstrate the broader impact of legal scrutiny on the sector.

The Temper case, like the Helping case, represents a pivotal legal battle in the Netherlands concerning the classification of platform workers (Rechtsspraak, 2024). Temper is a Dutch online platform that connects freelance flexible workers with businesses for short-term jobs in the hospitality, logistics, and retail sectors. In October 2020, Dutch trade unions FNV and CNV initiated a collective action against Temper B.V., asserting that individuals working via the platform were effectively employees and should be treated as such under Dutch labor laws. At the core of the dispute was whether workers engaged through Temper should be classified as employees or as genuinely self-employed contractors.

On July 10, 2024, the Amsterdam District Court delivered its judgment, concluding that Temper does not qualify as a temporary employment agency (Rechtsspraak, 2024). This decision was met with criticism from trade unions, who deemed the ruling "incomprehensible" and inconsistent with prior jurisprudence in similar platform-related cases, meaning the Helping court case (CNV en FNV teleurgesteld., 2024). FNV and CNV announced their intention to appeal the decision, emphasizing the need for clarity and consistency in the legal framework governing platform work. This has been filed since then, with the outcome still to be determined (Rechtsspraak, 2025).

One major Dutch platform reevaluated their business models and contractual relationships with workers in response to the Helping case. Hlprs, now Hups, opted to merge multiple services, including home care, respite care, and household services, separating the latter as the private sector of the platform, while the other two are publicly funded. While the publicly funded sections allow for workers to be independent contractors or direct employees of the platform, the household services are deliberately not contracted by the platform. Instead, their employment is directly to the households, under the home services regulation. While insurance and payments are arranged by the platform, any working agreement or facilitation of work is deliberately left to the client and the workers to avoid any confusion concerning the employment status. The CEO of the platform notes these adjustments were directly made as a result of the Helping case, to keep the service available for those in the private sector requiring a household help: *Thanks to Helping, to put it like that. That's how it works. The more becomes known. So, we try not to have authority. [...] We only try to facilitate. Without taking up the chair of an employer.* (CEO Hups).

6. Trade union's views and reasoning

As indicated in the trial timeline, the FNV pursued legal action against Helping to support one of their members. They saw its business model as a deliberate attempt to circumvent Dutch labor laws and collective labor agreements (CLAs). Helping positioned itself as a mere intermediary, claiming that the private households using its

platform were the actual employers of the cleaners. *What we said in the Helpling case is... Helpling is the employer. And so, it falls under the Cleaning CLA. But Helpling kept saying, 'Yes, we fall under the Cleaning CLA, but our people do not, because they are not employees' (FNV 1).* FNV strongly opposed this classification, arguing that Helpling exercised significant control over cleaners' work, including how they were matched with clients, the payment structures, and the terms of service. *You could interpret the home services regulation that way. But in a platform construction, there is an intermediary involved. And Helpling tried to use that as an argument. [...] We argued alternatively that they should then fall under the temporary employment CLA (FNV 1).* The union viewed this as a form of false self-employment, where workers were treated as independent contractors on paper but functionally remained under the control of the platform. Furthermore, Helpling relied on the Dutch "Regeling Dienstverlening aan Huis" to justify its model, which FNV saw as an abuse of a system originally intended for informal, one-on-one employment relationships. The union pointed out that this regulation was never meant for large-scale businesses like Helpling and accused the company of exploiting legal loopholes to deny workers the rights they would have in a traditional employment setting.

Look, with a platform setup, it's different because there's someone in between. But in a one-on-one arrangement, if I were to come clean for you and we applied the home service regulation, we would make a small contract, you would report it to the tax authorities, and if I got sick, you would continue paying me. And if I wanted to leave, I would give two weeks' notice. Just as an example. But I find it... I find it very unnatural. That's also because we've always done it under the table, and we're simply not used to doing it this way. And... I would find it more logical. I mean, if you want someone to come work for you as a cleaner, why do you give me so little protection? While if I come to clean here [at a company], I get the full package—pension, unemployment benefits, continued salary payment, and protection under the Gatekeeper Improvement Act if I fall down the stairs. But if I work at your home, I don't get any of that. Why not? I don't think that's okay. Right? That's why we also believe that the home service regulation should be abolished. (FNV 1).

FNV's broader stance on platforms is rooted in a deep concern about their role in undermining labor rights and enabling exploitative employment structures. According to the union, platforms like Helpling, Deliveroo, and Temper introduce new ways for companies to bypass traditional labor protections, ultimately shifting risks onto workers while maximizing profits for investors. *What you see, and I think this is what happens repeatedly, is that we win and then that company disappears, and another one takes its place. And then it's just slightly different, so we have to start over again because it's just slightly different (FNV 2).* One of FNV's key concerns is that these platforms create unfair competition with companies that do follow CLAs. Traditional cleaning companies must adhere to negotiated labor agreements, including fair wages

and worker protections, while platforms classify their workers as independent contractors, allowing them to undercut industry standards. FNV argues that this weakens the overall labor market, as more companies are incentivized to abandon traditional employment structures in favor of more precarious platform-based work arrangements. *What you also see is that the more of these platforms and the more of these false self-employment constructions there are—where everything is done to pretend you're not an employee—the less support there is for CLAs* (FNV 1).

Another major concern for FNV is the power imbalance between workers and platforms. While platforms promote themselves as offering "freedom" and "flexibility," FNV sees this as misleading, as many workers have little control over their working conditions and are subject to algorithmic management. The union emphasizes that platforms exert significant control over workers through rating systems, automatic job assignment, and deactivation policies, making it clear that these workers function more like employees than independent contractors. However, the union also acknowledges that this issue is not limited to platforms—traditional companies are increasingly using algorithmic management systems to monitor and control workers, reducing their autonomy and making labor conditions more precarious across multiple sectors. *I asked him, why didn't you include this in the current CLA? That is, of course, also a cleaning CLA. And then... he said, 'Yes, yes, but it's very different when you're dealing with algorithms.' But I think, well, I see more and more cleaners who also have to deal with algorithms, online registration, and tracking—whether it's because they have to log in, use a pass, or work with sensors. So, these systems are becoming more alike* (FNV 1). Moreover, FNV has observed that many platform workers, particularly in sectors like cleaning and food delivery, lack the legal knowledge or bargaining power to challenge these conditions. Many of them are migrant workers or young people who may not be aware of their rights or may fear retaliation for speaking up. FNV sees it as their responsibility to push back against these power imbalances and ensure that platform workers receive the same protections as traditionally employed workers. *Why is this case important? For the exact same reason: to prevent people from being exploited. The Cleaning CLA has a broad scope precisely to ensure that people are not left without protection* (FNV 1).

The union is also highly critical of the Dutch government's inaction in regulating platform work. According to FNV, the government has allowed these companies to operate in legal gray areas for years without proper enforcement of existing labor laws. *What I wonder is how it is possible that we have a law in the Netherlands, but the government does not enforce it* (FNV1). FNV views this lack of enforcement as a fundamental failure of the government, noting that laws already exist to prevent worker exploitation but are simply not being applied. *Now they have decided they will start enforcing a law from January 1st. What kind of nonsense is that? We've been dealing with this for six years* (FNV 1).

While FNV remains critical of platforms as they currently operate, they acknowledge that digital labor platforms are not inherently bad and could play a role in the future of work if properly regulated. The union has discussed the possibility of negotiating CLAs specifically for platform workers, as has been done in Denmark with the Hilfr platform, which agreed to collective bargaining agreements. *We have also thought internally: could you create a CLA for platform workers? We consider that as well. You don't want to deny that this type of work exists* (FNV 2). However, FNV remains skeptical about whether platforms would genuinely commit to fair labor standards without external pressure. Their main priority remains preventing companies from falsely classifying workers as independent contractors to avoid providing them with legal protections. *But what should not happen is that people are exploited under the excuse of 'oh, but you're an independent entrepreneur.'* (FNV 1).

7. Discussion

The Helpling case represents a critical moment in the regulation of platform work in the Netherlands, demonstrating the legal and social tensions surrounding labor classification in the gig economy. The ruling against Helpling has significant implications for how platform-based work is understood, reinforcing the idea that platforms exert a degree of control over workers that is inconsistent with claims of independent entrepreneurship. This case sets a precedent for future disputes involving platform workers, particularly in sectors where platforms seek to classify workers as self-employed while maintaining employer-like authority over their tasks, schedules, and earnings. The ruling has forced a reconsideration of the regulatory framework governing platform work, compelling policymakers to address the legal ambiguities that have allowed platforms to exploit labor laws.

The response from the trade union FNV highlights broader concerns about the role of platforms in eroding labor protections. The FNV has consistently argued that platforms create unfair competition with traditional companies bound by CLA's, leading to a downward pressure on wages and working conditions. Moreover, the reliance on algorithmic management further reduces worker autonomy, as platforms dictate job assignments, set payment structures, and enforce rating-based control mechanisms. The Helpling case, therefore, is not just about one platform but is part of a larger struggle against the normalization of precarious work under the guise of digital innovation.

However, while the ruling against Helpling is a victory for labor advocates, challenges remain. The slow pace of legal proceedings—taking over six years from the initial dispute to significant rulings—demonstrates the difficulties in regulating platform work through litigation alone. Additionally, the case illustrates a recurring pattern in the

gig economy: when one platform is forced to comply with stricter labor regulations, others adjust their models to continue operating within legal gray areas. The restructuring of Hlprs (now Hups), which deliberately segments services to avoid direct employment responsibilities, exemplifies this trend.

Moving forward, a key question remains: how can labor protections be strengthened without stifling digital labor platforms entirely? Some have suggested the introduction of sector-specific CLAs for platform workers, similar to models seen in Denmark, where platforms have agreed to collective bargaining agreements. However, this approach requires both regulatory oversight and industry cooperation—something that has so far been met with resistance from platform operators. Additionally, trade unions face ongoing challenges in organizing platform workers, as many are migrant workers or individuals with limited awareness of their legal rights.

Overall, the Helpling case demonstrates that legal victories alone are not enough to safeguard platform workers' rights. While court rulings can establish important precedents, they must be accompanied by proactive policy measures, stronger enforcement of labor laws, and continued advocacy from labor organizations. Without these efforts, the risk remains that platforms will continue to innovate new ways to bypass regulations, perpetuating a cycle of legal disputes and regulatory adaptation

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Work Package 4 – Deliverable 2

SPAIN

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Senniors

1. General characteristics of the platform

Senniors is a private startup company based in Madrid, Spain. It functions as an integrated care service provider rather than a simple intermediary or employment agency. According to its founders, Senniors positions itself as a "partner in home health" with a strong commitment to quality and clinical oversight, distinguishing itself from traditional domestic work agencies, including Cuideo.

Senniors was founded in late 2020 by Claudia Gómez Estefan and José de Diego Abad. Claudia, a former Deloitte tax attorney and Forbes-recognized leader, was inspired to create the company after navigating the disorganized process of hiring a caregiver for her child. This personal experience revealed inefficiencies, including lack of legal safeguards, unreliable contracts, and poor technological integration.

Initially intended as a childcare service, Senniors pivoted to eldercare after discovering high demand among families with aging relatives. It was launched during the COVID-19 pandemic, highlighting the urgent need for professional in-home care. Since its foundation in late 2020, Senniors has been successful in attracting through several rounds of investment. It has received backing from venture capitalists and strategic partners through participation accelerator programs. In 2023, the company raised over €5 million to support scaling operations and technological development.

Nowadays Senniors operates in over 100 cities in Spain with physical offices in Madrid, Barcelona, Málaga, and Valencia. Internationally, it is piloting services in Abu Dhabi as part of a health innovation program but has not launched full operations outside Spain. As of early 2025, Senniors has more than 80 full-time employees and a network of over 2,500 care professionals with active contracts. The platform has served more than 750 families with personalized home care plans. Though it is younger than other competitor platforms like Cuideo or Qida, Senniors has grown rapidly and was ranked by Sifted as the number one European caretech startup to watch in 2024. It combines care coordination, clinical evaluation, and AI-based monitoring, giving it a strong reputation in the so-called Silver Economy.

1.1. How It Works

Senniors operates in the long-term care and health tech sectors, offering services for dependent elderly persons, often with chronic or neurodegenerative conditions such as Alzheimer's, Parkinson's, or post-stroke disabilities. Senniors conducts an initial biopsychosocial evaluation and creates a tailored intervention plan involving caregivers, therapists, and family input. Caregivers are matched using algorithmic tools and supervised by care coordinators. Senniors employs its own staff for many services

and collaborates with third-party professionals for specialized therapies. All administrative management (contracts, payments, replacements) is handled by Senniors.

The service provision begins with an in-home evaluation by a multidisciplinary team comprising neuropsychologists, occupational therapists, and social workers. This team develops a care plan that addresses physical, emotional, and social needs. Senniors then uses its proprietary algorithm and scoring system to pre-select suitable caregivers based on compatibility and experience. Final approval is made by HR professionals and clinical coordinators. Only caregivers with at least 2–3 years of relevant experience and validated references are considered.

The service includes digital health monitoring using standard connected devices (glucose meters, thermometers, etc.) and sensors for sleep or fall detection. These data feed into Florence, Senniors' AI platform, enabling preventive and predictive analytics. Reports can be shared with family and doctors. Family members access updates and communications through a shared digital platform, enhancing transparency and coordination.

2. Platform Governance

2.1. Employees and Carers

Senniors employs approximately 80 full-time staff, including service coordinators, HR specialists, IT developers, and clinical professionals. Roles of this staff include the coordination of social services, mental health advisors as well as care team managers, a profile that is considered critical for the platform's strategy and has been growing rapidly within the platform. In addition, Senniors maintains a database of 20,000 caregivers segmented by experience and training / skills. Among these, more than 2,500 were under active contracts by early 2025. Most caregivers are women aged 40–60, many of whom are migrant workers with previous experience in household care or formal social services.

2.2. Contracts and Communication

Similarly to other platforms analysed in this report, Senniors employs a mixed model:

- On the one hand, it employs directly some workers / caregivers and manages payroll.
- But the lion's share of operations take place through verified intermediation. For non-clinical or low-dependency cases, Senniors facilitates contracts between families and caregivers while retaining control over compliance and service quality.

Communication occurs through its web platform and mobile-compatible interface. Florence, the AI platform, enables data sharing and chat functions. A care team manager / coordinator serves as a point of contact for each family.

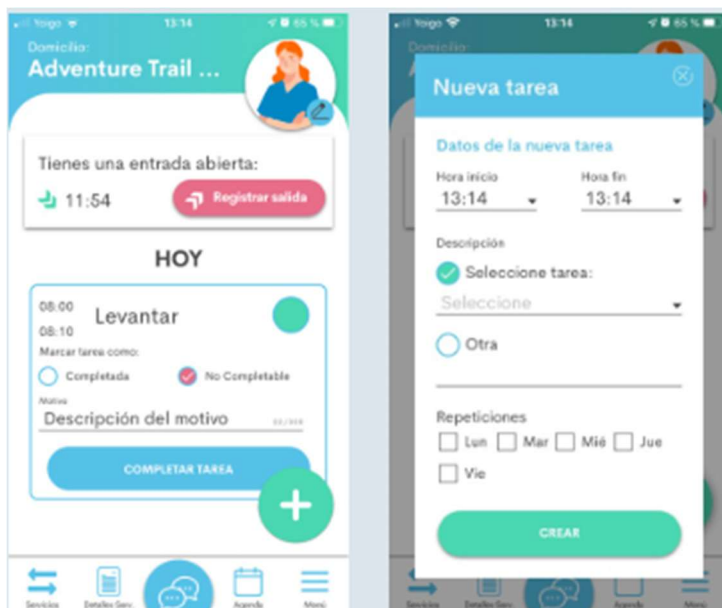
Senniors has a similar organization structure to other care platforms like Cuido. However, it includes a health services department that plays an important role within the platform.

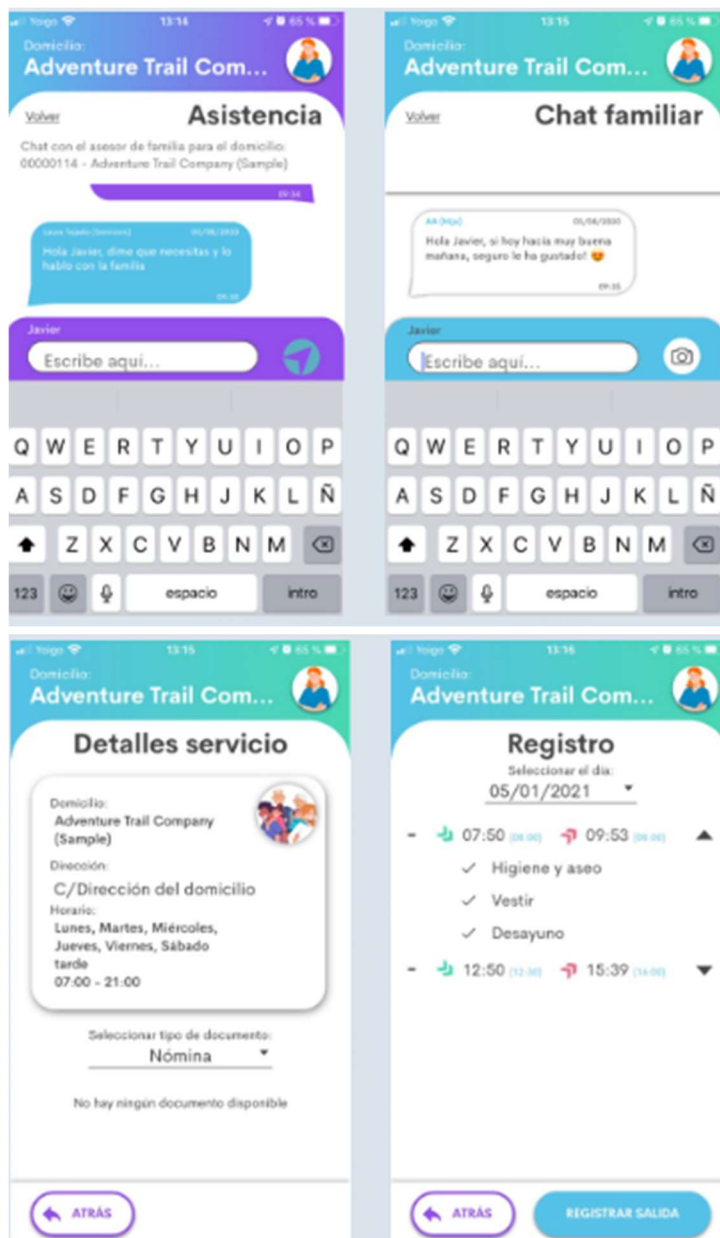
2.3. HRM and Algorithmic Management

Senniors shares with other care platforms operating in Spain an algorithmic matching tool to help connect demand and supply. The matching and selection process is semi-automated. First, the algorithm shortlists candidates using compatibility scores based on user needs, experience, and availability. On a second stage, the HR team conduct interviews and validate references to propose a final candidate.

But Senniors has incorporated an app that allows caregivers, families and patients to monitor the health status. This app incorporates an AI tool that helps identifying risks and recommends personalized intervention plans, that are nonetheless monitored by the care worker and the company. The Senniores is a mobile app, designed to help families monitor and manage the care of their elderly relatives, facilitating communication with caregivers and providing access to relevant information. The app offers families easy access to information about their loved ones' daily activities, interact with caregivers, and view the care plan. The app also facilitates direct communication between families and caregivers and real-time monitoring of care.

Figure 3: Some screen shots from the Senniors App





As will be seen later, even though it is mostly seen as a health monitoring tool, it nonetheless requires the workers to provide detailed information about the patient / cared person, including registering times for medication, exercises, walks, lunches etc. It accordingly registers a large amount of data about how and when tasks have been performed, therefore providing a powerful tool to control the activity carried out by the worker.

Within the care platforms landscape in Spain, Senniors distinguishes from other competitors that provide basic care, by offering a range of more specialised care services including physiotherapy, occupational therapy, etc. For this reason, it requires a more skilled profile for many of their carers. Additionally, the reliance on the app obliges workers to have a certain level of digital skills.

However, the use of the app can also be seen as a mechanism to divide complex tasks into simple ones, opening the door to potential deskilling process.

2.4. Role of Technologies and Data Processes

As has been showed before, one of the distinctive traits of Senniors compared to similar platforms operating in Spain is the intense use of technology for service delivery. Senniors stands out as a high-growth caretech platform. This technology is used in three main aspects:

- Matching and selection process. The platform uses an algorithm allowing to find a match between carers and families / clients. There isn't much information available on what parameters are more important, but from the interviews seems to emerge both skills and experience as the most relevant.
- Secondly, the platform has invested significant resources to develop intelligent algorithms in predictive and preventive medicine for the care of dependent patients. For this reason it has built Florence AI, a central platform that aggregates biometric data and generates risk alerts. In order to get and monitor data, it relies on health IoT Integration, using bluetooth-enabled devices to monitor vitals. Senniors uses predictive analytics to identify early signs of health deterioration and adjust care strategies accordingly.
- Finally, it also has the Senniors app, allowing to monitor care activities and providing real-time information about the patient.

Because of the large amounts of data used and stored, the platform has a strong privacy and data protection policy, managed under existing GDPR regulations. Data is encrypted and stored securely. Only authorized personnel can access sensitive records.

3. Platform workers

3.1. Socio-demographic profile

Senniors collaborates with over 20,000 caregivers, most of them women, many of whom are migrant women aged 35–55, a profile consistent with the broader care economy in Spain (Pimentel, 2023; Rodríguez, 2022). While the company does not publicly release full demographic data, its recruitment practices emphasize minimum 2–3 years of verifiable care experience, legal residency, and in some cases, certification in sociosanitary services. The latter apply especially to its more skilled services, including speech therapy, occupational therapy, psychology, physiotherapy.

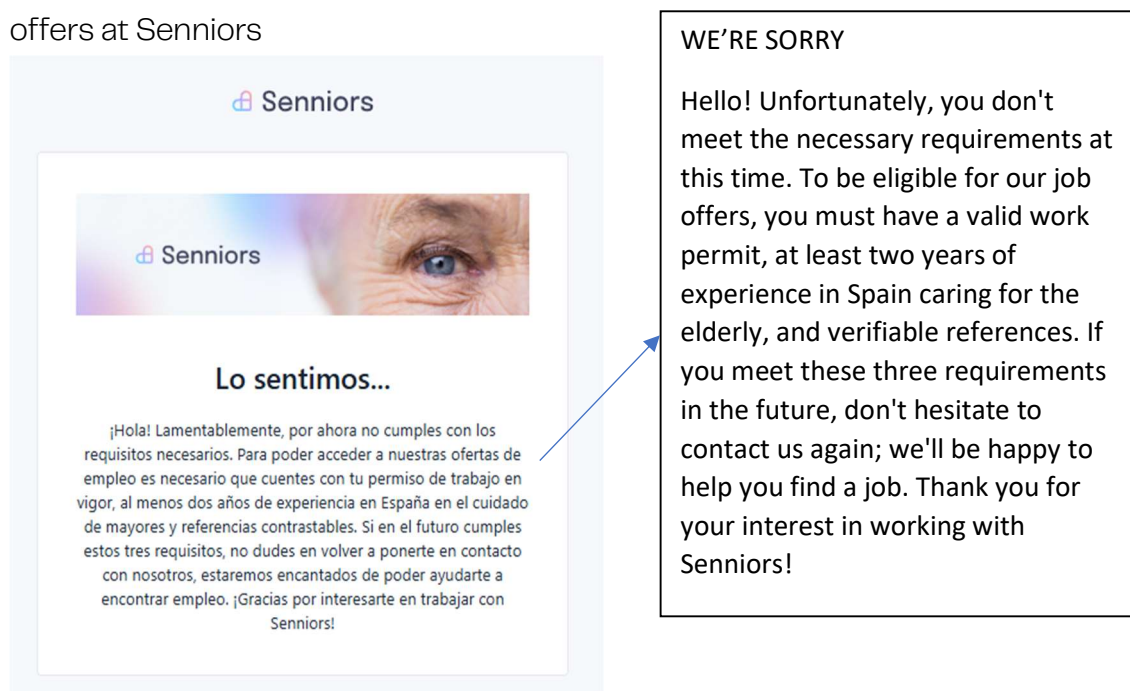
There is a segmentation in the profile of workers providing different services through the platform. For elderly care and basic house health assistance, there is a prevalence of migrant mostly unskilled workers. However, for the other more specialised / skilled

services provided, the profile is slightly different, with a stronger participation of domestic younger skilled workers.

3.2. Occupational trajectory

Care workers on the platform have followed very diverse trajectories. The platform sets three necessary conditions in order to access the database and job offers. First, to have a valid residence permit. Secondly, to have at least two years of care experience (see Figure 4). Thirdly, to have verifiable references. These three requirements narrow down the profile of workers that may provide services for the platform, especially excluding care workers that have been working informally.

Figure 4: Necessary conditions to access job offers at Senniors



Source: Senniors webpage and own translation into English

Educational attainment varies among workers in the platform. The interviews reveal how some of the migrant workers have been able to obtain professional certificates through accreditation processes of work experience. According to the platform, professional development is not uniformly required; rather, experience, soft skills (empathy, patience), and references from families are prioritized.

3.3. Motivations for choosing Senniors

Workers' motivations for choosing Senniors align with broader findings in platform labor literature: flexibility, immediate income, and stability. However, many workers perceive Senniors as more ethical and regulated compared to competitors like Care.com or even Cuideo. The platform markets itself not as a job board, but as a care

ecosystem, and distinguishes itself by providing care planning, tech support, and supervisory structures (Gómez, 2023).

The interviews see working at Senniors as a valid alternative to work in other conventional health sector companies. As a matter of fact, work experience at Senniors is perceived as helping them to progress in their careers, not as a second option job.

3.4. Nature of work conducted via Senniors

Compared to other platforms, Senniors not only has a more structured and specialised catalogue of services, but it also has a wider range of them. This means that in principle, workers could be matched with service requests that are better aligned with their skills and experience. However, the number of activities that will be carried out varies depending on the service. For instance, the tasks of those providing care services to old persons, will range from basic activities of daily living such as bathing, dressing, and meal preparation—to medical monitoring, medication supervision, emotional support, cognitive stimulation, and companionship. By contrast, workers involved in more specialised services, will carry out a significantly narrower range of tasks.

But there are two elements that differentiate Senniors from other platforms like Guideo. First, the customised caring plan that is designed by the platform in order to meet the needs of clients. This plan already establishes some elements related to the type of tasks to be performed. Second, the use of an app to monitor the development and implementation of this plan also serves to structure the tasks carried out.

3.5. Platform Control and Reputation Mechanisms

There are no a priori direct digital control mechanisms over workers. However, there are many instances of indirect control and even evaluation. Thus, while control is not overtly coercive, it effectively shapes caregivers' behavior through several mechanisms, including reputational mechanisms in the selection and matching process, datafication of care through the Senniors care monitoring app, and performance scoring. All together, we could conclude that Senniors is probably the platform where management can exercise a higher degree of control over workers.

A first instance of control is the one taking place through algorithmic matching and selection. In principle, the matching takes place taking into consideration aspects like previous experience, skills etc. However, the score given by clients and health team coordinators also plays an important role in this process. A second instance consists in digital reporting via the Sennior app, where the worker provides real time info about the different tasks performed according to the care plan established and communicates with families and health coordinators. Finally, there is also a routine supervision by coordinators and visitations to the client's home.

The use of all these technologies, allowing real-time monitoring, data integration, and predictive alerts through IoT devices, means that workers interact with connected

tools (e.g., wearable monitors, smart scales) and input updates via the Florence data management tool. While caregivers report that this hybrid model ensures quality and support, it also introduces new forms of digital surveillance. Their actions, judgments, and even emotional responses become part of a quantifiable performance matrix. This leads to a sense of accountability but also potential stress linked to being constantly evaluated, even if indirectly.

Overall, all these mechanisms allow us to say that Senniors is a platform with a medium-high degree of control over the worker. All these mechanisms act as reputation-based filters: only workers who maintain high ratings and fulfill procedural requirements remain visible for matching.

3.6. Professional identity and worker communities

Due to its orientation to provide customised quality care combining skilled workers with digital tools, Senniors is perceived to foster professional identity formation. As a matter of fact, workers are referred as part of a “care ecosystem”. The visibility provided by data-driven tracking and integration into formal care plans (including medical coordination) contributes to workers' sense of legitimacy and to a certain extent, professional reputation. However, there are no signs of Sennior worker communities. Interviews reveal that caregivers value being seen as health agents, not just domestic help. Some report improved self-esteem and greater participation in professional networks, but still lack access to formal professional communities, especially in the case of those workers providing ‘standard’ care for older persons.

3.7. Matching and Client Relationships

As pointed out in Section I, matching in Senniors occurs through a multi-phase process. The first step consists in the an evaluation of care needs by the Senniors staff. This is followed by the use of algorithmic matching based on the database of over 20,000 caregiver profiles. In a third step, there is human verification by a gerontology or HR expert and based on this a decision is made. Once the worker and the client get in touch, there is a trial period and feedback loop from the client to the platform.

It's not clear which parameters are the most important in the matching process. In principle, skills and experience are the key elements considered by the platform and the algorithm. However, it also considers other elements including language, and preferred schedule (see Figure 5 below)

Figure 5: Screen shot of customization of workers' profiles at Senniors

Preferencia horaria *

- ☐ Interna semana
- ☐ Interna fines de semana
- ☐ Externa jornada completa
- ☐ Externa por horas
- ☐ Externa fines de semana
- ☐ Externa mañanas
- ☐ Externa tardes
- ☐ Externa noches
- ☐ Externa noches fines de semana

Cursos formaciones *

- ☐ Ninguno
- ☐ Formación Sociosanitaria de menos de 200 horas
- ☐ Certificado de Profesionalidad en Atención Sociosanitaria a Personas Dependientes (CP)

Relationship with clients are managed through different tools. The most important one is the app, whereby workers report any activity and provide real-time information. The app incorporates a communication tool with clients and the care coordinators at Senniors. Moreover, workers may contact the platform in case any problem or conflict with the families.

According to the platform, relationship-building between workers and clients is a central part of the care model. Therefore, Senniors prioritizes long-term continuity, and caregivers often become “family-like” figures, particularly in cases of dementia or terminal illness. Coordination between the platform and families is maintained via regular video updates and joint sessions with families.

3.8. Working Conditions and Organization of Labor

Similarly to other platforms, Senniors does not directly employ most of its caregivers; rather, it acts as an intermediary, assisting with contracts and payroll via third parties. Caregivers thus remain legally tied to the families rather than to Senniors. This means that working conditions are not directly established by the platform. However, through the care plan devised by the platform for families, they indirectly set length of contracts, working hours etc. Caregivers in the platform are hired under the domestic workers legal framework. This legal category, although providing a formalised environment for the employment relationship, offers fewer protections compared to contracts under the general social security regime. In particular, it has a more stringent

framework for accessing unemployment benefits, paid sick leave, and occupational hazard coverage.

The platform offers a wide range of service formats and is flexible regarding the hours, including hourly care to 24-hour live-in arrangements. Hourly caregivers typically enjoy better control over schedules, although the short duration of contracts (e.g., 3-hour daily shifts) exposes them to more precariousness, especially since they more likely have to take more jobs in order to achieve a decent pay. Live-in caregivers have in principle more wage security, but the main problems reported related to longer hours, restricted rest time, and emotional labor saturation, despite being framed as “companions.”

Pay levels vary depending on the care modality / intensity and whether the caregiver is hired as an internal (live-in) or external (hourly) worker. The analysis suggests that wages move around the statutory minimum wage, although Senniors clients may pay slightly higher for specialized tasks. However, caregivers often lack bonuses, overtime, or stable salary increases.

3.9. Skills and Training Support

Because of the orientation towards the provision of a more specialised and individualised care and the intense use of technologies, skill requirements for workers are higher compared to other platforms. First, some of the services provided by the platform require certified skills and training. But even for basic elderly care, the platform requires minimum digital skills in order to be able to work with the app and use some of the devices that may help to monitor health of the cared person.

As showed in figures 6 and 7, the platform doesn't always require certified skills. This to a large extent depends on the assessment made by the platform as to the needs of the person. In the first case, there is no need to proof skills, whilst in the second case of a person with reduced mobility and respiratory problems, the platform requires some courses and training.

In line with other platforms, a major problem of the platforms is their limited commitment to training of caregivers. Even though some training is offered internally or through partners (e.g., HumanITcare, Fitbit), the platform does not guarantee systematic upskilling for all workers. This gap reflects wider challenges in the platform care economy, where certification is encouraged but not enforced.

Figure 6: Screen shot of client announcement at Senniors

BUSCO CUIDADORA EXTERNA

Senniors

589 € a la semana

Solicitar ahora

Cualificaciones

- Cuidado para personas mayores: 2 años (Deseable)

Descripción completa del empleo

Hola, somos una agencia de cuidados a personas mayores a domicilio y estamos buscando una persona para cuidar a una persona mayor en . El horario es de lunes a viernes de 9hs a 11hs y de 19hs a 21hs , con un salario de 589,17 euros más alta en la seguridad social y derecho a 30 días de vacaciones. Necesario tener papeles, referencias y experiencia con mayores. Contactar al

Tipo de puesto: Media jornada

Experiencia:

- Cuidado para personas mayores: 2 años (Deseable)

Ubicación del trabajo: Empleo presencial

Figure 7: Screen shot of client announcement at Senniors

¿Qué buscamos?

Estamos buscando una cuidadora externa para las mañanas en Madrid, . Cuidado de una señora mayor con movilidad reducida y oxígeno. Tareas a realizar: Apoyo en la movilización, higiene personal, control de medicamentos, apoyo en las tareas básicas del hogar, preparación de comida, paseos y recados, compañía, etc.

Salario: 525,59 Eur/mes + Seguridad Social + 30 días de vacaciones.

INSCRIBIRSE EN ESTA OFERTA

Condiciones:

Incorporación inmediata.

Horario: De lunes a viernes de 09:00 a 13:00

Salario: 525,59 Eur/mes + Seguridad Social + 30 días de vacaciones.

Funciones:

Supervisión y apoyo en todas las actividades de la vida diaria; cuidados, higiene, administración de medicamentos.

Acompañamiento a citas médicas, actividades de ocio, paseos

Requisitos:

- Necesario tener experiencia con personas mayores.
- Necesario tener el curso de atención sociosanitaria o similar.
- Necesario tener papeles.
- Necesario tener referencias.

3.10. Relations with Trade Unions and Interest Groups

In line with findings from other platforms, Senniors caregivers exhibit limited not to say inexistent, engagement with trade unions and other interest groups. As semi-independent contractors or household employees, they fall outside the scope of conventional union representation. There is no evidence of collaboration with other

domestic worker collectives that have contributed to give visibility to the problems affecting workers in the sector. This doesn't only apply to the low-skilled profiles in the platform, but also to the more skilled ones. The reasons for this lack engagement explained by workers are multifarious and they go from lack of knowledge and direct contact with trade unions.

3.11. Perceived risks and social protection needs

Workers at Senniors face several risks, some of them shared with other similar platforms in Spain. One of the most salient risks is the precarious employment framework under which most caregivers operate. Most caregivers are hired under the "empleado/a del hogar" legal category, which provides limited protection compared to healthcare or public sector employment contracts. This status often excludes them from full unemployment benefits, occupational accident insurance, and paid sick leave. In cases where care relationships terminate abruptly—due to the client's hospitalization, death, or family decision—caregivers may be left without compensation or notice.

Another risk mentioned by workers is the physical and emotional burden, which is often intensified by the nature of the conditions faced by clients—many of whom suffer from advanced-stage degenerative diseases like Alzheimer's, Parkinson's, or ALS. Tasks include patient transfers, hygiene support, all of which can lead to musculoskeletal injuries over time. The emotional labor involved in forming close ties with care recipients, especially in end-of-life or palliative care scenarios, contributes to compassion fatigue, anxiety, and burnout. Although Senniors highlights the importance of empathy and affective relationships in its care model, it does not clearly delineate mechanisms for psychological support or emotional resilience training for its workers. Without structured interventions, caregivers are left to absorb the emotional burden in isolation, which, over the long term, can result in mental health deterioration. Workers also mention risks linked to the digital oversight through the care app and the Florence platform, which compiles and tracks caregiver performance, patient health metrics, and compliance with care protocols. Though this is not intended to be a mechanism to monitor workers' performance, the reality is that workers may feel pressure to constantly perform and report according to platform standards and hence increase stress

3.12. Social Protection Needs

In terms of social protection needs, several gaps are mentioned. First, caregivers, especially those with part-time contracts, require a safety net that ensures income stability in periods between assignments. Second, there is a need for universal access to occupational risk coverage, especially for live-in workers who are exposed to accidents at any time of day. Finally, caregivers face exclusion from union

representation or collective bargaining protection due to their legal classification, thereby lacking avenues for collective bargaining or grievance mechanisms.

4. Appendix

Spain's long-standing reliance on familial and informal care models has been progressively reshaped by demographic aging, female labor participation, and state underinvestment in public care infrastructure. In this vacuum, digital care platforms have rapidly expanded, offering new forms of intermediation between caregivers and households. While promoted as technological solutions to care scarcity, these platforms raise several questions about algorithmic governance, labor precariousness, and the reconfiguration of employment relations in the care sector.

This report analyses three of these platforms: Cuideo, Care.com and Senniors. These platforms have been selected after a mapping exercise of platforms in Spain and they represent different types or models. Despite their focus on care provision, they nonetheless exhibit differences along several dimensions, including the range of services offered, the role of algorithmic management, the way in which the employment relation is formalised etc. The comparative analysis serves to highlight the diverse landscape of digital intermediation in the care market and its impact on care provision and employment conditions.

The analysis of the platforms should be put at the light of legal developments in Spain. The Spanish Rider Law (Law 12/2021) was introduced to address the misclassification of platform workers as self-employed, especially in sectors like food delivery. Its implications extend to other digital platforms, including those in the care sector. Platforms such as Cuideo, Care.com, and Senniors have responded by refraining from directly dictating employment conditions. Instead, they present themselves as intermediaries, leaving employment formalities to families while maintaining significant control over matching, scheduling, and evaluations. This strategy allows them to circumvent employer responsibilities, raising however concerns about legal accountability and the protection of care workers in increasingly algorithm-driven environments.

This has three important implications for the way in which care platforms operate in Spain. First, they've predominantly adopted the placement agency model, with a specialisation in care provision, taking advantage of the accessibility that digital platforms allow. This explains why the use of the word 'platform' in the interviews referring to the phenomenon studied was received with some perplexity and generated confusion. Care workers in these platforms do not perceive themselves as platform workers and don't see Cuideo, Senniors or even Care.com as platforms along the lines of delivery food platforms like Glovo, Deliveroo or Just Eat. Secondly, the role of the platform as employer is limited to a small number of employees, usually the most skilled or those operating under public funding. Thirdly, forms of algorithmic

management in these platforms are soft and mostly limited to matching and selection process. However, some other instances of algorithmic control are also appearing.

4.1. Digital Care Platforms in Spain: the cases of Cuideo, Care.com and Senniors

Several studies have analysed the rapid expansion of digital platforms in Spain's care sector as a consequence of socio-economic transformations that include a growing demand for home-based eldercare, reduced availability of unpaid female labor, and insufficient long-term care (LTC) public provisioning (Galí 2021, Martínez-Buján 2024, Rodríguez-Modroño 2025). These conditions have fostered the emergence of many of these platforms, that can be categorized into:

- On-demand platforms (e.g., Familiados)
- Marketplaces (e.g., Sitly, Care.com)
- Digital placement agencies (DPAs) – including Cuideo, Senniors, and others

Among these, Cuideo and Senniors have pioneered the integration of technological tools with traditional care agency models. Care.com, by contrast, is a global marketplace offering minimal intermediation and emphasizing user self-selection.

Both Cuideo and Senniors function as digital placement agencies, directly involved in the recruitment, vetting, and management of caregivers. Their business model involves an upfront payment by families and recurring administrative fees. Caregivers are usually hired under Spain's special domestic employment regime, which offers fewer protections than general labor law. Cuideo handles administrative tasks such as social security registration. Senniors follows a similar model to that of Cuideo, but positions itself as a "home health" caretech startup, offering both traditional care and clinical services. In contrast, Care.com represents the marketplace model, with minimal oversight or support for employment formalization. It simply connects users through digital interfaces. This model thrives on scalability and low operational overhead but provides little worker protection.

Across all three platforms the concept of algorithmic management (AM), understood as the reliance on algorithmic systems that use tracked data and other information to organize, assign, monitor, supervise and evaluate workers (ILO 2024) can only be applied to some areas. Compared to food delivery platforms, which would be close to the AM ideal type, the reliance on algorithms in the case of care platforms in Spain is more limited. In the cases analysed, algorithms are used mostly for matching between clients and caregivers and performance monitoring via client ratings. For example, Cuideo uses Affinity, a semi-automated matching system that shortlists workers for each request. Senniors applies algorithmic control in multiple layers, ranging from the pre-selection of caregivers using a scoring algorithm to the collection of care activities data through the Senniors app. Moreover, AM tools like rating-based penalties, and availability-based rankings are commonly used by platforms including Cuideo and

Care.com. For example, a low rating may lead to fewer job offers or even exclusion from the platform. Care.com ranks caregivers by response rate, review score, and premium subscription leading workers to compete in a visibility-based labour market.

4.2. Employment and working conditions: stepping stones towards formal employment or perpetuation of precarity?

The three platforms analysed stand in different points in relation to its role in facilitating the formalisation of employment in the care of sector and guaranteeing decent working conditions. Both Cuideo and Senniors claim a semi-formal or formal approach towards the employment relation, where workers are hired either directly (Cuideo's Felizvita) or through verified matches that result in employment contracts (Cuideo Selección). Cuideo relies strongly on AI-based matching (Affinity algorithm) and provides administrative services like payroll and contract formalization. Its growth strategy includes public-private partnerships and acquisitions like Felizvita. Senniors, meanwhile, integrates healthcare professionals in the care planning process, requiring digital literacy and often certified qualifications for caregivers. It uses predictive analytics via its Florence platform. Both Cuideo and Senniors present themselves as formal intermediaries, facilitating contracts between families and caregivers. Yet, legal responsibility remains ambiguous. Workers are technically employed by the families, not the platform, creating a grey area of legal accountability. Unlike the other two, Care.com is a non-intervening platform, offering no contract support or worker vetting. Its monetization relies on premium subscriptions paid by workers and clients in order to gain visibility and enhance the possibility to be hired. This model places the full burden on users (care seekers and caregivers) to determine contract terms therefore externalizing all responsibility and fostering informality.

The differences between employment relations models have a reflection on working conditions. Cuideo and Senniors maintain some formal employment channels, ensuring at least minimum wage compliance in most cases. However, delayed updates, underpayment, or unpaid extra hours remain frequent complaints. Care.com workers, by contrast, often operate in the informal economy, with huge disparities between workers and precariousness.

Across all platforms, the tasks to be performed remain a highly contentious issue. Cuideo workers for instance, especially those under the Selección scheme, report being asked to perform unrelated tasks like heavy cleaning or furniture moving. Senniors caregivers must document all care activities, effectively extending their job burden into digital and emotional labor. Care.com caregivers often accept expanded roles without renegotiating compensation, due to client pressure and reputational fear. Finally, the issue of skills and training plays a key role in the context of digital care platforms. Here the three platforms also exhibit significant differences. Senniors demands higher credentials, especially for specialized roles (e.g., speech therapy), and

partially invests in skill development. Cuideo prioritizes experience but does not enforce training. Finally, Care.com accepts self-reported skills without any validation, reducing the incentive for formal qualification. None of the platforms offers systematic upskilling or long-term professional development pathways. Table 1 provides a summary of the differences between the three platforms in key dimensions.

Table 1: Summary of key dimensions between the three care platforms analysed

<i>Platform</i>	<i>Business Model</i>	<i>Employment Role</i>	<i>Algorithmic Control</i>	<i>Employment relation</i>
<i>Cuideo</i>	Digital placement agency	Mixed (family or platform)	Medium (matching, reviews)	Semi-formal, minimum wage, admin support
<i>Senniors</i>	Digital placement agency with healthcare integration	Mixed, with de facto control	Medium-High (matching, real-time care data through app)	Higher requirements, better organization
<i>Care.com</i>	Marketplace	None, full user discretion	Moderate (rating, nudges)	Informal, unprotected, wide pay range

Source: Own elaboration

4.3. Methodology

The methodology used in this report has combined several strategies in order to do the fieldwork. But before entering into the different methods and the steps followed as well as the difficulties faced in this process, it is important to make some considerations about the activity and target group. (Long-term) care workers are by definition dispersed, except for those in residences. This already introduces a first difficulty due their isolation and fragmentation. The ways to overcome these obstacles and get in touch with them are many, and several of them have been used in order to elaborate this report. However, things get significantly easier if the group believes there is a unfair treatment and they start engaging into some form of collective organisation. When this is the case, as it happened for instance with the food delivery riders (that created some grass-root organisations like Riders x Derechos, Asoriders etc. but that also were organised by general trade unions like CCOO or UGT), getting in touch with the organisation representing this group was an relatively easy since they already shared some spaces of collective organisation. Moreover, riders had also meeting points in the large cities that also facilitated this task.

Compared to riders from food delivery platforms, care platforms in Spain lack these two characteristics. First, care platforms workers in Spain have so far exhibited a very

limited, not to say inexistent organisation. As showed in the interviews done so far, there is no engagement with trade unions nor collective organisation, beyond what can be seen in traditional care work companies. Part of the reason for this is the absence of a sense of injustice among care workers in these platforms (except perhaps for Care.com), but also lack of a professional / occupational identity. Secondly, these workers remain dispersed and due to the long working days, usually combining two or even three jobs, it's really hard for them to physically meet. But these workers haven't developed virtual space communities in Facebook or other social networks facilitating this type of exchange.

The strategy followed in order to reach out to care workers at the selected platforms has combined different strategies and channels, depending on the target group. Interviews have been carried out for three groups: trade unions, representatives of employer organisations representing care companies, management of platforms, care workers at platforms.

The first strategy consisted in contacting trade unions with a twofold aim. First, to do some exploratory interviews as well as to see whether they've been organising these workers. The interviews revealed limited engagement of trade unions with workers in these platforms and didn't help much to get contacts with workers. On the case of Sindicato SAD, a couple of interviews were made with workers that had worked for Cuideo but were now working for a similar platform operating at Catalan level (Qida).

Table 2: Trade unions contacted

Trade union	Person	Position	Interview (Yes / No)
CCOO	Irene Galí, Mariña Couceiro	Researchers at the Research Foundation Cipriano García	Yes
CCOO	Liliana Reyes	Head of the New Realities of Work Departament	No
Sindicato SAD	Esther Sagues	Head of Communication	Yes
Sindicato de Trabajadoras del Hogar y Cuidados	No specific person contacted	-	Contacted by email. Never got a response
Sindicato de trababajadoras	No specific person contacted	-	Contacted by email. Declined

de cuidados sin papeles de Barcelona			the invitation for an interview because they don't have resources to attend researchers
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Regarding employer organisations, none of the platforms analysed are members of employer associations. The interviews to the employer were made in order to understand the logics of collective action in the case of employers. Two employer organisations were contacted. The first was ADIGITAL, an employer organisation representing the interests of companies in the technological sector. The second was one of the employer organisations signing the national-level collective agreement for the care sector.

Table 3: Employer Organisations contacted

Employer organisation	Person	Position	Interview (Yes / No)
ADIGITAL	Miguel Ferrer	Head of Public Policy	No – declined to do an interview
ASADE	Javier Sigüenza	Director	Yes

The third group of actors has been the management of care platforms analysed. Also in this case, it has been hard to get in touch with some of the platforms. The strategy followed to get in touch with has been through LinkedIn and email contacts. In the case of Cuideo and Senniors, contacts with founders and CEOs of the platforms have been made through LinkedIn. In both cases, short online interviews were held.

Table 4: Management of Care Platforms

Platform	Person	Position	Interview (Yes / No)
Cuideo	Guillermo Molina	CEO of Cuideo	Yes
Care.com	Contacted to a generic email from the webpage	Unknown	No

Senniors	Claudia Gomez	Founder Senniors CEO	of and	Yes
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Finally, when it comes to contacting workers at the platforms, several mechanisms have been used. After noticing that contacts through trade unions didn't work as expected, other strategies were used. First, social networks were used. In particular, using the Premium subscription of LinkedIn, a search of profiles reporting themselves as workers of these platforms was made. This worked in the case of Cuideo and Senniors, where contacts were made with 16 and 13 workers respectively. To all the workers contacted, a message was sent through messaging service of LinkedIn explaining the project and offering a 30 reward for an interview. Only in a limited number of cases, workers replied back showing interest; 5 in the case of Cuideo, 4 in the case of Senniors. After writing back them, only in some cases a response was obtained and an interview was arranged (See table 5).

Banner used in social network

¿Ofreces servicios de cuidados y limpieza doméstica a través de Care.com, Cuideo o Senniors?

Desde el Centro de Estudios Sociológicos sobre la Vida Cotidiana y el Trabajo de la Universidad Autónoma de Barcelona estamos colaborando en el proyecto europeo ORIGAMI (<https://origamiproject.it/>) para estudiar las plataformas de cuidados y servicios a domicilio en España.

🔍 Buscamos **trabajadoras del hogar y cuidadoras** que hayan prestado servicios a través de las plataformas **Care.com, Cuideo o Senniors** para participar en una entrevista anónima.

Detalles de la entrevista:

- ✓ Duración: Máximo 1 hora
- ✓ Totalmente anónima y confidencial
- ✓ Flexible y adaptada a tu disponibilidad y ubicación
- ✓ Opción de hacerla online
- ✓ Remunerada con **30€** 💰

Si te interesa participar o necesitas más información, puedes contactarme por correo electrónico en **Irina.Casanovas@uab.cat**.

¡Muchas gracias!

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The other strategy followed was to join Facebook groups of care workers. Three active groups were identified and contacted. Only in two cases, the moderators of the group accepted to publish an announcement similar to that used for LinkedIn, where the project was explained and a 30 euro reward was offered. No reply was achieved in the case of Facebook

- Empleadas de hogar/cuidadoras en España con Contrato (Domestic workers/caregivers in Spain with a contract)
- Empleadas de hogar, cuidadoras y niñeras en España (Domestic workers, caregivers, and nannies in Spain)
- Cuidadoras Latinas en Barcelona (Latin American caregivers in Barcelona)

Table 5: Interviews with trade unions

Platform	Contact channel	Date	Characteristics
Cuideo	Linkedin	March 2025	Woman, Migrant Origin, 50s
Senniors	Linkedin	April 2025	Woman, Spanish, 40s
Cuideo	Personal network	February 2025	Woman, Migrant Origin, 40s
Qida	Trade union	March 2025	Woman, Spanish, 60s
Qida	Trade union	March 2025	Woman, Spanish, 60s
Care.com	Premium subscription Care.com	May 2025	Man, Migrant, 40w
Care.com	Premium subscription Care.com	May 2025	Woman, Migrant, 50s

A third strategy consisted in using personal networks in order to contact workers. Relying on contacts from the researchers involved, it was possible to arrange one interview with a Cuideo worker.

A fourth strategy was used only for Care.com. Contrary to Cuideo or Senniors, Care.com workers do not have any presence in social or professional networks like Linkedin or Facebook. Moreover, it was also impossible to contact workers from this platform relying on personal contacts. It was decided to register in the platform and pay the Premium subscription in order to have access to workers' profiles and reach them. Contact with workers was made in two occasions, offering also a 30 euro reward.

A relevant finding, which confirms some of the insights already mentioned has been the impossibility to snowballing in any of the channels used. Whenever a contact was made through any of the channels / strategies mentioned above, and we asked workers whether they could provide us with contacts from colleagues working for the

same or similar platforms, the answer most of the times was that they didn't know anybody. And when they knew someone, contacts didn't work because they no longer worked for the platform, which suggests a high rotation.

Information coming out from interviews has been complemented with other sources, including reports, and academic papers. Moreover, pages containing reviews by either workers or clients of care platforms have also been analysed.

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