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

Country Report France

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Abstract

This report presents the findings of the **GDPoweR** research project conducted in France. The project investigates the potential of data rights as a lever for strengthening collective bargaining and labour protections within the platform economy, particularly for front-line workers. Through a collaboration between researchers, trade unions, and platform workers, the project explores how access to worker-generated data could support social dialogue and advance workers' rights. Based on fieldwork conducted between 2023 and 2025—including interviews, focus groups, documents and legal analysis—the study focuses on the food delivery and ride-hailing sectors, where algorithmic management and data asymmetries are especially pronounced.

Despite increasing trade union mobilisation around GDPR rights, platform workers continue to face significant structural obstacles in accessing their personal data, often requiring legal assistance to exercise these rights. Such barriers undermine both individual autonomy and collective bargaining capacity. The research also examines the role of France's *Autorité des relations sociales des plateformes d'emploi* (ARPE), established to facilitate social dialogue between platform workers and companies. Although ARPE presents itself as a globally unique institutional initiative, its procedural limitations constrain its effectiveness.

The findings suggest that, under current institutional arrangements, social dialogue remains largely symbolic—legitimising workers' precarity rather than addressing it. In the absence of enforceable mechanisms for data transparency and legal accountability, platform workers remain structurally disempowered. This report thus underscores the urgent need to rethink governance in the digital labour market, centring data rights as a key component of future regulatory frameworks for worker protection.

Keywords: data; food-delivery riders; ride-hailing drivers; independent workers; GDPR; platform work; labour rights; trade unions; gig economy; platform economy.

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Introduction

In the last decade, the gig digital economy has deployed a new model of labour across different sectors and countries. Platform companies offering services to a broad public and allocating tasks to independent workers have multiplied their power and visibility. The non-standard employment regime offered by these platforms, and the risks for workers as well as for society as a whole, have raised several concerns from governments, trade unions and social organisations. While the first discussions were about social protection, revenue, and health, they have come to include major concerns about data, privacy, and the future avenues of the economy.

While the initial economic advantages of the gig economy were presented as long-term and accessible to all, new questions were raised after a few years. The concentration of such power in the hands of a few, along with the multiplication of side markets and new services in the gig economy, came with a deterioration of working conditions of the first generation of platform workers. Recently, platform workers have also started to inquire about the data that platforms are collecting, about its value as well as the consequences for their careers and lives.

This research project, *Recovering Workers' Data to Negotiate and Monitor Collective Agreements in the Platform Economy* (**GDPoweR**), has been implemented gathering researchers and stakeholders in a context where important questions about data are the result of years of struggle, fights and discussions in various sectors of the gig economy. The project **GDPoweR** was co-funded by the European Union and conducted by a consortium of seven research institutions and social partner organisations based in Austria, Belgium, France, Poland, and Spain. This research focused on two key sectors within the platform economy: ride-hailing and food delivery. It investigated three interrelated dimensions:

- The collection and use of worker-generated data by digital labour platforms, and its implications for workers' well-being, autonomy, and engagement in collective action.
- The strategies developed by social partners—including trade unions and platform employer – corporate- associations to negotiate and implement both collective and company-level agreements within platform-mediated labour markets. These agreements address issues such as remuneration, working conditions, and the use of worker data.
- The mechanisms for implementing, monitoring, and enforcing negotiated agreements.

It should be acknowledged that the recognition of the importance of data access among many actors emerged only after a series of adverse individual experiences. When platform food delivery riders and car drivers faced difficulties in being heard on issues such as undercompensation, account deactivation, wrongful accusations, and other concerns, they began to examine the information to which they had access. They were surprised by the gap between the so-called "information society" in which individuals are assumed to have access to extensive digital records of their activities, and the limited data actually available within the apps of the platforms they worked for. There is then a paradox in this networked society (Castells, 2010) surrounding the tremendous amount of data and the barriers to get access to them and to use in the individuals' defence or society benefit.

Experienced platform workers, conscious of the importance of data for the defence of their labour rights, have increasingly solicited state authorities and courts to enforce, clarify, and uphold the law in the face of opaque algorithmic management.

In recent years, platform workers—particularly in the ride-hailing and food delivery sectors—have increasingly mobilised data protection rights under the GDPR to challenge opaque algorithmic management and unfair labour practices. By submitting Subject Access Requests (SARs) to companies such as Uber, Deliveroo, Ola, and Glovo, workers have sought access to personal data, geolocation logs, performance scores, and the logic behind automated decision-making systems. These actions, often supported by trade unions and advocacy organisations like Worker Info Exchange, have led to landmark court decisions and regulatory sanctions in several European countries. For instance, in the Netherlands, courts ruled in 2023 that Uber and Ola violated GDPR by failing to disclose meaningful information about automated dismissals. In Italy, Deliveroo and Glovo were fined € 2.5 million and € 5 million respectively for unlawful data processing and lack of transparency in profiling systems. In France, ongoing proceedings and CNIL interventions have highlighted systemic failures to respond adequately to SARs. These cases demonstrate how data rights are becoming strategic tools in the struggle for fairer platform labour, combining legal mobilisation with collective worker action.

Methodology

This report presents the findings specific to the French case. The research across all countries was based on a common methodology, outlined in the *GDPoweR Research Design*[1], and several distinct methods were combined to collect data at the level of collective action and industrial relations and at the level of individual workers. Fieldwork was conducted between December 2023 and May 2025. The field research in France involved a substantial field-based inquiry and interactions with institutional stakeholders.

In France, this research project was carried out by researchers from THEMA CYU in collaboration with several experts, notably representatives of the trade union Force Ouvrière (FO), and with the support of other social actors.

The empirical investigation was made possible thanks to the research team's previous field experience and established relationships. Given the complexity of the labour market, the historical trajectories of collective organisations, trade unionism, and the evolving regulatory framework, prior knowledge proved essential to grasp the needs and interests of the actors involved.

Trade union organisations expressed strong interest in the topic, as platform-related transformations directly affect their scope of action. Most of them made themselves available to meet with the research team and participate in the interviews.

Nonetheless, the temporalities of the research and the availability of union representatives were shaped by the broader political context. In 2024, institutional shifts within the national government, the Assemblée Nationale, and the Sénat coincided with a cycle of large-scale public demonstrations, mobilising social forces and impacting the agendas and capacities of many interlocutors.

Civil society organisations such as CoopCycle and the Maisons des Coursiers and Livreurs (Paris and Bordeaux) played a facilitating role, enabling the circulation of information and supporting the dissemination of the project.

Researchers from OpenData.io contributed to the early stages of the project by helping to identify methodological challenges and data issues.

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1 See Geyer, Kayran, & Danaj, 2024; Geyer & Gillis, 2024; Geyer, 2024.

The first public meeting introducing the project and outlining the GDPR procedures to workers was held in May 2024, with the support of FO. The initial phase focused on food-delivery riders, and from October onwards, a series of meetings was conducted with car-hailing drivers.

Finally, the project also established contact with other actors, including newly formed grassroots initiatives and undocumented workers—groups structurally exposed to multiple forms of exclusion and marginalisation that required more attention and support from public authorities.

Focus groups were organised separately with both groups. In order to increase trade-union participation, individual interviews were organised. Members of the public agency responsible for facilitating the social dialogues also took place and provided us the contact information of workers and companies' representatives. Interviews with the two associations of platform companies were conducted after discussing with the workers and public authorities. The challenges accessing data through GDPR demands and the heterogeneity and scarce public information on platforms was also discussed with lawyers, associations of riders and public agencies.

Figure1. Summary of research phases (France)

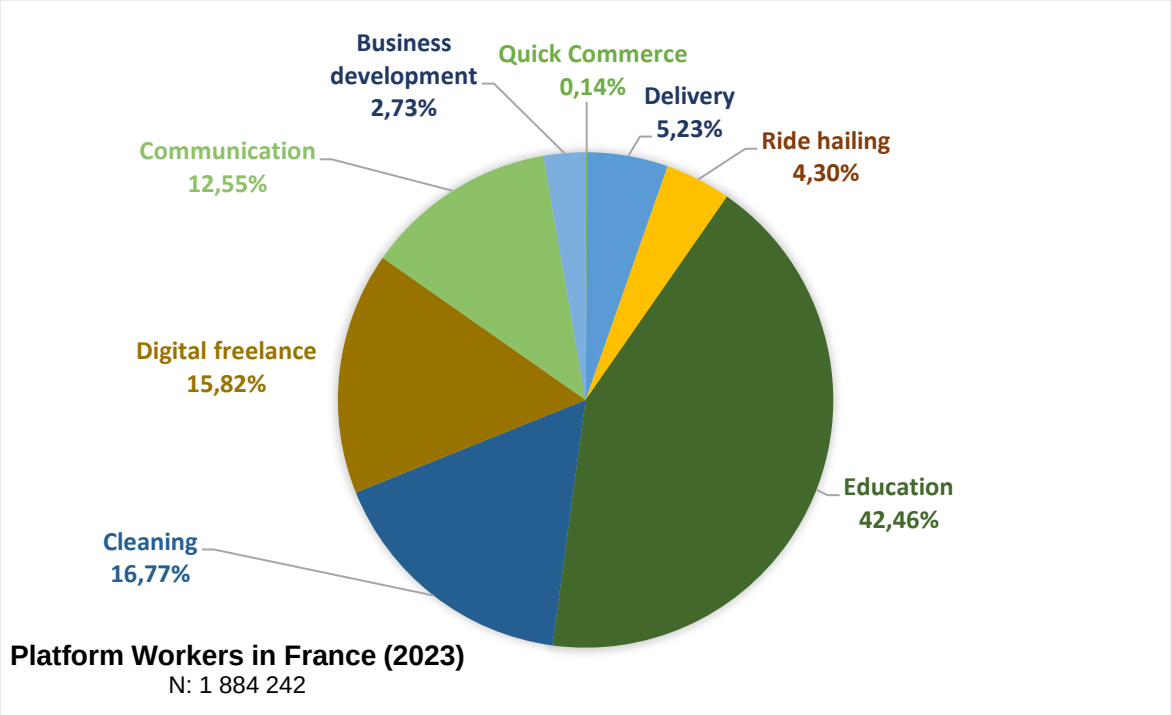
	Phase 1	Phase 2	Phase 3
Workers	Submit GDPR request Donate recovered data	Received individual visualisation	
Workers' Trade unions and associations + Researchers	Recruit participants Data Recovery workshops	Sense making - restitution- workshop Focus groups	Presentation and discussion of findings
Researchers	Desk research, Documentation and guide for GDPR Support for GDPR request	Coding, data analysis, visualisation Explore 'nuggets' and variables Interviews with public organisations Interviews with platform companies	Analysis of the implementation of agreements National Report

1. France's platform economy ecosystem

Over the past decade, the development of the platform economy in France has significantly transformed the definition of independent work across various sectors, including ride-hailing, delivery, and domestic services. This emerging organisational model and the worker-platform relationship it entails present substantial challenges concerning workers' rights, employment status, and health and safety conditions. The task of defining and studying platform-based workforces continues to pose persistent methodological difficulties. According to recent reports, approximately 600,000 self-employed workers in France utilise digital platforms to connect with clients (Beatriz 2024, DARES). This figure, which constitutes about 2% of the employed population, includes professionals in liberal and healthcare occupations (such as doctors, real estate agents, nurses, and physiotherapists), providers of domestic services, and primarily ride-hailing drivers. Notably, delivery riders are not explicitly included in this estimate. Prior international studies have suggested that around 0.8% of the French workforce engages in platform-mediated labour that facilitates the connection between clients and service providers. However, these studies are limited by the absence of disaggregated data concerning working hours and levels of economic dependency (ILO 2025). To date, the scope and definitional clarity of research related to the platform workforce in France remains restricted and contested.

To better contextualise the sectors of food delivery riders and car-hailing services, we compiled various sources of information on platform work in France. As of 2023, it is estimated that over 1.8 million independent workers operate through more than thirty different platforms that have emerged in France over the past five years. The secondary data presented in Figure 2 encompasses web-based platform workers (operating online or remotely) and site-located platform workers (working in physical locations). Currently, due to a lack of extensive statistical studies, comparing the intensity, economic dependency, or revenues among these sectors proves challenging. Despite the fact that food delivery and car-hailing platforms do not employ a significant proportion of the French workforce, their working conditions, data usage, and workers' rights merit further investigation given the increasing platformisation of the global economy.

Figure 2. Platform workers in France, all sectors



Note: Estimation from a variety of sources (press, companies' web pages, reports). Micro tasking work was excluded.

In this project, we focus on location-based platform workers, which includes sectors beyond food delivery and ride-hailing, such as education, cleaning, and other personal services. Between 2020 and 2022, quick-commerce platforms expanded, employing 2,500 delivery riders; however, most of these platforms withdrew from the French market shortly thereafter. Table 1 presents an estimate of the number of workers associated with various platforms across these sectors. We have excluded medium-sized platforms offering proprietary products (rather than reselling goods from external producers), such as prepared meals (e.g., FoodChéri) or fresh food boxes (e.g., HelloFresh), as these platforms operate with distinct logistics and dispatch models. The numbers should be interpreted with caution, given the scarcity of official data available. This overview highlights not only the diversity of the platform economy but also the instability of specific models, particularly in quick commerce, where many players exited the French market within a few years.

Table 1. Platform workers per company, sector and origins, operating in France

Company name	Sector	Estimate of the number of workers* in France	Country of origin	Year of entry into the French market	Year of withdrawal from the French market
Just Eat	Delivery	4 500 (employees 2022)**	UK	2012	2024
Ubereats	Delivery	60 000	US	2015	-
Deliveroo	Delivery	20 000	UK	2015	-
Stuart	Delivery	3 000	France	2015	-
LyvEat	Delivery	3 600	France	2019	2023

Livmed	Delivery	15 000	France	2020	-
Delicity	Delivery	600	France	2021	-
Uber	Ride hailing	40 000	US	2011	-
Allocab	Ride hailing	23 000	France	2011	-
Le Cab	Ride hailing	12 000 to 13 000 (2023) 18 000 (after acquiring Marcel)	France	2012	-
Marcel	Ride hailing	5 000	France	2014	2024
Free Now	Ride hailing	*-no available data-*	Germany	2013	-
Heetch	Ride hailing	12 000	France	2013	-
MySam	Ride hailing	14 000	France	2017	-
Bolt	Ride hailing	*-no available data-*	Estonia	2019	-
Caocao	Ride hailing	*-no available data-*	China	2020	
Yoojo	Personal Services	306 000	France	2012	-
Helpling	Personal Services	*-no available data-*	Germany	2015	-
Wecasa	Personal Services	10 000	France	2016	-
Superprof	Education / tutoring	800 000	France	2011	-
Qwerteach	Education / tutoring	*-no available data-*	France	2014	-
GoStudent	Education / tutoring	*-no available data-*	Austria	2020	-
Kol	Quick commerce	17 (employees)	France	2015	2022
Frichti	Quick commerce	367 (employees)	France	2015	2023
Flink	Quick commerce	218 (employees)	Germany	2021	2023
Cajoo	Quick commerce	600 (employees)	France	2021	2023
Getir	Quick commerce	841 (employees)	Turkey	2021	2023
Gorillas	Quick commerce	500 (employees)	Germany	2021	2023
Zapp	Quick commerce	139 (employees)	UK	2021	2022

Note: (*) The number of workers includes independent contractors and employees.
(**) Just Eat terminated the contracts of all employed riders between 2023 and 2024 or offered a voluntary departure.

Source: the latest information from the press and companies' web pages. Not all the registered workers might be active or full-time working for each company.

Platforms and workers on delivering and ride-hailing platforms

The activity of delivering and ride-hailing platforms in France has drawn significant interest from clients, workers, and investors.

Workforce

Between 2013 and 2025, the proportion of self-employed workers in France is projected to increase from 11.5% to nearly 13%. This increase is largely attributed to structural barriers that inhibit stable employment opportunities. Notably, unemployment among young individuals lacking diplomas is 42%, with many relegated to fixed-term or involuntary part-time positions. Similarly, the employment prospects for individuals aged 50-60 without higher education have deteriorated, as the percentage of job seekers in this age group rose from 11% to 16% between 1996 and 2015. By 2023, only 75% of non-managerial workers aged 55-59 were employed, in contrast to 88% of their managerial counterparts (INSEE, 2023). Consequently, self-employment is increasingly viewed as a fallback option, reflecting a segmented labour market characterised by precarious conditions and the externalisation of risk onto vulnerable workers. The option of self-employment, as Abdelnour notes, "contributes to managing blocked or precarious socio-professional situations, or at the very least, to increasing income levels" (Abdelnour, 2017: 309).

Investors

Paris is widely recognised as the city where the founders of Uber first conceived the idea of a ride-hailing platform service. This sector, also referred to as the VTC (Véhicule de Tourisme avec Chauffeur) market, is expanding rapidly in France, mirroring global trends. It has attracted substantial investment and interest from international firms seeking to establish a foothold in the French market. The primary incumbents are the French subsidiaries of prominent Anglo-American companies: Uber, which holds a dominant market share and extensive user base, leads the sector, followed by the Estonian firm Bolt and the French company Marcel.

The online food delivery sector is experiencing significant growth in France, which is the second-largest market in Europe after the UK. The key players include the French subsidiaries of two Anglo-American corporations: Uber Eats, which commands the largest user base in the country, and the British firm Deliveroo (Statista, 2022). Over the past three years, the Dutch company Just Eat and the French startup Frichti have diminished their presence in the market, while emerging small platforms in various French cities remain mostly unknown at the national level. Examples of local, regional, or multi-regional companies include Delicity, Black Bird, LyvEat (which closed down in 2023), Resto Malin, and several platform cooperatives associated to the federation CoopCycle.

The regulatory framework for platform work in France is heterogeneous; currently, only the ride-hailing and food delivery sectors are included in a public policy aimed at regulating social dialogue. The formal independence of platform workers allows companies to rely on a highly flexible labour force while significantly reducing labour costs—resulting in a form of social and wage dumping. This structural arrangement constitutes a core component of the business model and represents a paradigmatic expression of deregulated platform capitalism (Gossart & Srnec, 2024; Lebayle, 2024; Srnicek, 2017). More than a decade after their launch, most companies in this sector have yet to achieve profitability.

Judicial decisions and instances of social conflict have affected the economic activity and trajectory of certain platforms. For example, the French startup Frichti was sold following accusations of exploitation and discrimination; its two former executives are set to stand trial in Paris in November 2025 for undeclared

work and the illegal employment of foreign couriers. Similarly, Just Eat modified its employment system in anticipation of potential disruptions from the upcoming EU directive on platform work, becoming the first company to classify its delivery riders as employees (4,500 across France). The Dutch company had anticipated faster growth and increased market share, which ultimately did not materialise, leading to its exit from the market by the end of 2024.

Understanding the Market: ride-hailing

The ride-hailing sector in France is currently experiencing a phase of measured expansion, bolstered by structural transformations in urban mobility and shifts in consumer behavior. In 2024, the market is estimated to reach a valuation of USD 5.29 billion, with a compound annual growth rate of approximately 6.7%, reflecting both technological consolidation and enduring demand in metropolitan areas.

The government estimates that there may be up to 100,000 ride-hailing drivers; however, only 51,093 were able to participate in the voting process during the elections in May 2024 (the criteria for determining eligible voters will be discussed in the subsequent chapter). This sector is characterised by a high concentration of activity in the Île-de-France region, where 74% of drivers operate, with a notable overrepresentation in Seine-Saint-Denis (20%), a department marked by high levels of social precarity and unemployment. The driver population is predominantly young, with over 50% under the age of 40, many of whom have entered the sector in response to barriers in accessing stable employment through conventional labour markets (for more details, see Bernard, 2024).

The market structure is dominated by a small number of transnational platforms, most notably Uber, which continues to maintain the largest share of consumer usage and brand recognition. Despite increasing transaction volumes and regional penetration, ride-hailing companies operating in France face structural challenges in achieving profitability. Between 2016 and 2022, Uber reported losses in all years except for 2018, when it posted a profit of under one billion US dollars. It was only recently, in 2023, that the company reported its first significant annual operating profit, and in 2024, Uber recorded a second consecutive year of profitability (Statista, 2025).

The French ride-hailing market has been on an upward trajectory since the Novelli Law (2009), which liberalised chauffeur-driven transport activity aimed at the tourism sector. This regulation facilitated the acquisition of a professional VTC card at a lower cost and through a more streamlined process than the traditional taxi license. The first small startups emerged in 2011—Allocab and Chauffeur Privé—followed by SnapCar and LeCab in 2012, all initially operating with modest funding (Dekonink, 2021). Uber entered the market at the end of 2011 and quickly achieved market dominance (Statista, 2024). Heetch was launched in 2013, initially targeting the nighttime economy. Blacklane entered the French market the same year, offering premium chauffeur services. Marcel began operations in 2014, positioning itself as a socially responsible alternative. MySam, created in 2016, began operating in Toulouse in 2017. Bolt (formerly Taxify) entered France in 2017, while FreeNow, resulting from a merger between BMW's and Daimler's mobility services, was launched in France in early 2019. Caocao Mobility, backed by the Chinese automotive group Geely, arrived in 2020 with a fleet of electric vehicles. Sixt Ride launched its service in France in 2022, expanding the offerings of the German car rental giant into ride-hailing.

Furthermore, according to the 2024 report from the Observatoire national des transports, the year 2023 witnessed a significant surge in applications for the professional ride-hailing license (the VTC card), with a 76% increase in candidates compared to the previous year. This marks a shift in labour supply dynamics within the sector. The context of the 2024 Olympic Games is a critical factor in understanding this increase, as 67% of the applications were submitted in Île-de-France.

The business model of ride-hailing platforms, such as Uber, is based on the internalisation and digitalisation of market functions that were previously distributed among various institutional actors,

including regulators, labour intermediaries, and transport authorities (Graham *et al*., 2021). A key factor in this growth was its strategy to subsidise the VTC card examination.

As scholars like Graham *et al.* (2021) have demonstrated, these platforms engage in a form of institutional entrepreneurship by actively creating, maintaining, and exploiting regulatory gaps to consolidate control over pricing, labour relations, and service allocation. This reconfiguration enables platforms to not merely participate in existing markets but to construct quasi-markets governed by algorithmic and contractual rules. Core market functions—coordination, arbitration, and surveillance—are absorbed into the platform's infrastructure. While this architecture allows for cost reductions and scaling, it also introduces significant power asymmetries and economic insecurity for workers, all while maintaining the illusion of market efficiency. In this context, Uber's business model is not merely innovative but structurally dependent on regulatory evasion, aggressive cost compression, and speculative capital inflows (Graham,*et al*., 2021; Gossart & Srnec, 2024). The revelations from the Uber Files (The Guardian, 2022), particularly concerning France, underscore the extent to which Uber's expansion relied on informal political networks and regulatory circumvention strategies.

Understanding the Market: Food delivery

Despite the limited availability of data, government sources (see the role of ARPE in Chapter 3) indicate that approximately 75,300 riders were working for the leading food delivery apps in 2023. Most of these workers were single users (working exclusively for one app), while only 15% worked for two or more platforms. An analysis of the delivery platform's cost structure, based on the case of Deliveroo (Lebayle, 2024), reveals two key implications. First, it appears highly unlikely that transaction growth alone could drive the platform toward profitability under the current European market conditions. Achieving such a transition would necessitate a substantial reduction in administrative expenses—falling below 30% of revenue—while simultaneously preserving commission rates charged to restaurants, consumer prices, average order values, and delivery workers' compensation.

Given the structural constraints, this scenario appears improbable in the short term. In fact, over the past three years, Deliveroo's administrative costs have remained relatively stable, ranging from 43% to 48% of revenue. The prospect of narrowing this gap is further weakened by the slowdown in growth; Deliveroo, for instance, reported only 8% growth in 2022, during which its administrative costs rose for the first time in relative terms (from 37% to 40%). Notably, the improvement in company performance was not driven by increased order volumes but rather by reductions in per-delivery compensation for delivery riders (Lebayle, 2024). France remains Deliveroo's second-largest market in Europe. Recently, it was announced that DoorDash (USA) would acquire Deliveroo, which has prompted workers and public authorities to remain vigilant regarding potential changes.

Moreover, Lebayle (2024) elucidates that although delivery platforms function as two-sided markets connecting restaurants and consumers, this characteristic has limited influence on their profitability. The returns of these platforms remain tightly constrained by elevated operational costs, rendering the exponential growth narratives promoted by speculative investment largely unattainable. This structural reality raises questions about the long-term sustainability of their financing model in both the ride-hailing and delivery sectors, as it relies more on ongoing investor confidence than on demonstrable financial performance (Lebayle, 2024).

Regulations

French law has evolved in an attempt to deal with the very heterogeneous category of platform workers. In doing so, the government has decided to grant certain social rights to certain categories of platform workers. The idea is to protect these workers, whose status is extremely precarious, while refusing to recognise

them by law as employees.

Most of the literature show that the legislation was adopted primarily to preserve the platform business model by keeping workers recruited under the status of *autoentrepreneurs* in the self-employed category. While the rules adopted protect workers, their primary aim is to reduce the risk of contractual relationships being reclassified as employment contracts. The French legislation governing platform work must be distinguished according to the sectors of activity covered. It is important to note that the legislation adopted covers only a minority of workers in the wide category called “platform workers”. For example, neither micro-workers nor platforms for the placement or provision of staff are covered by these new laws (Loiseau, 2022).

Since 2016, the legislator has adopted rules intended to provide a framework for the activity of platforms “determining the characteristics of the service provided or the good sold and setting the price”. Since 2019, the texts adopted have focused only on the more visible sector of mobility platforms (delivery riders and ride-hailing drivers), leaving aside other platform workers.

One of the major innovations of the French law is its attempts to put in place a legal framework for collective bargaining for mobility platform workers, which we will present in the section devoted to collective bargaining.

Recognising the social responsibility of some platforms

In 2016, the French Parliament initiated debates on the issue of platform work. The French Law n°2016-1088 of August 2016 on work, modernising social dialogue and securing professional careers, created a new title in the Labour Code, dedicated to “workers using an electronic relationship platform”. This title comprises six new articles: Articles L. 7341-1 to L. 7342-6 of the Labour Code.

The legislator referred to the definition set out in Article 242 bis of the General Tax Code in order to clarify the concept of a platform: these are “undertakings, regardless of their place of establishment, which put people in contact with each other remotely, by electronic means, in order to sell a good, the provision of a service, or the exchange or sharing of a good or service”.

However, these new articles do not apply to all self-employed platform workers performing a service offered by a platform. Article L. 7342-1 of the Labour Code specifies that the “platform must also determine the characteristics of the service provided or the good sold and set its price”. The aim is therefore to protect workers “entering into a relationship with platforms that offer them to perform tasks that they determine and control sufficiently to reasonably wonder whether this is not dependent work” (Jeammaud, 2020: 181-2).

Once these platforms fulfil these characteristics, article L. 7342-1 of the Labour Code recognises that the platform has “a social responsibility towards the workers concerned”. The next articles explain what this social responsibility consists of. This social responsibility obliges platforms to grant individual rights to platform workers. This involves recognising the right of platform workers to training and requiring platforms to pay a contribution to workplace accident insurances. Only workers who generate a certain amount of turnover on the platform can ask for this insurance. Article L. 7342-3 of the Labour Code stipulates that platform workers who meet these conditions are entitled to vocational training. Platforms are responsible for paying the professional training contribution. Platform workers also have access to recognition of prior learning. The platforms must pay an allowance to the workers. In addition, Article L. 7342-2 of the Labour Code stipulates that the platform must pay the workers' contribution when a platform worker decides to get the accident insurance. The platform is exempted from this obligation if it has taken out a collective insurance policy.

As far as collective rights are concerned, this this legislation recognises freedom of association for independent platform workers. Therefore, they have the right to create or join a trade union (article L. 7342-6, Labour Code). They also have the right to strike (Article L. 7342-5), and the exercise of this right—unless abused—cannot lead to sanctions by the platforms. This law therefore introduces an initial set of social

rights for some platform workers. Additional provisions were adopted later, however only for mobility platform workers.

Specific provisions for mobility platforms

The French Law n° 2019-1428 (December 2019, 24), intituled *"Loi d'Orientation des Mobilités*" (LOM), introduced specific provisions for mobility platforms (i.e. for ride-hailing services and food deliveries). Due to their social responsibility, mobility platforms can grant additional rights to workers through the adoption of a Charter. This legislation also stated new obligations regarding training. Provisions have also been added to enhance the transparency of platform companies. Finally, this law has also introduced a labour regime that makes it more difficult for contracts to be reclassified as employment contracts.

Introducing a "Charter"

According to the mentioned French LOM Law, mobility platforms can establish a Charter fixing the terms and conditions for exercising its social responsibility, defining its rights and obligations and defining its workers' rights (article L. 7342-9, Labour Code). The same article sets the content of this Charter (article L. 7342-9, Labour Code). This Charter shall specify:

- The conditions under which workers carry out their professional activity, in particular the rules for establishing contact with customers and the rules that may be implemented to adjust the number of simultaneous connections of workers in order to respond, where appropriate, to a low demand for services by clients. The legislation states that these rules guarantee the non-exclusive nature of the relationship between workers and the platform and the freedom for workers to use the platform and to connect or disconnect.
- Arrangements to enable workers to obtain a decent price for their services;
- Measures designed to:
    - Improve the working conditions;
    - Prevent the occupational risks and damages caused to third parties;
- Arrangements for information sharing and dialogue between the platform and workers on the conditions under which they carry out their professional activity; the Charter should also specify how changes related to their working conditions will be shared to the workers;
- The quality of service expected, the methods used by the platform to monitor the activity and its performance and the circumstances that may lead to a termination of the commercial relationship between the platform and the worker, as well as the guarantees for the worker benefits in such a case;
- Where applicable, the additional social protection cover negotiated by the platform from which employees may benefit.

This approach has been widely criticised by scholars. By encouraging platform companies to draw up charters providing additional guarantees and rights for workers, the legislator "delegates to private operators the determination of their commitments, not only their content but their very existence, leaving them the freedom to assess the appropriateness of their own responsibility", without taking into account "the protection of the interests of the weaker party in unbalanced contractual relationships" (Loiseau, 2020).

However, platforms did not use these charters because the Constitutional Council (the French court vested with various powers, including in particular the review of the constitutionality of legislation), ruled that a provision that was of particular interest to platform companies was unconstitutional and so, censored it (Constitutional Council, *Conseil Constitutionnel* in French, 20 December 2019, n° 2019-794 DC). The Bill provided that once the Charter was approved by the labour authorities, it would create a presumption that the platform workers concerned are not in a relation of subordination with the platform. The idea was to enable platforms to ensure and improve workers' rights (following the rights listed in the article), forbidding

workers to use the content of the Charter as proof in Court proceedings to reclassify the business relationship into an employment contract. Thus, article 44 of the Bill provided that “when it is approved, the establishment of the charter and compliance with the commitments made by the platform in the matters listed in 1° to 8° of this article cannot characterise the existence of a relationship of subordination between the platform and the workers” (LOM law).

The Constitutional Council declared unconstitutional the part of the sentence stating “and compliance with the commitments made”. This wording allowed the platforms, by drawing up a Charter, to restrict the judges' power of reclassification. Although the text did not prohibit legal action to reclassify the employment relationship, it made this type of action much more difficult. Indeed, according to the initial wording, judges could not rely on the content of the Charter to characterise the existence of an employment relationship. However, the Charter may contain “rules governing an important set of elements making it possible to determine economic dependence, the platform's ability to direct and control the productive environment and, more generally, to standardise working behaviour” (Gomes, 2020: 42). In other words, the Charter, as provided for by the legislator, could provide with crucial elements and indicators which would be essential to correctly classify the relationship. The Constitutional Council therefore decided to censure this provision of Article 44 of the Act, while maintaining the possibility for platforms to establish such a Charter.

New provisions on vocational training

The 2016 law already provided for training rights. The LOM law specifies that the platform must financially contribute to the worker's vocational training personal account (in French, *compte personnel de formation*) when the worker achieves more than a minimum turnover on this platform (this threshold is determined by a decree and depends on the sector) (article L. 7342-3, Labour Code).

Strengthening transparency and personal data protection

The law added new provisions, reinforcing the existing provisions on access to personal data. An article L. 7342-7 was added to the Labour Code, following the title on platform workers, recognising that mobility platform workers have a “right of access to all data concerning their own activities within the platform and all data enabling them to be identified”, the right to “receive the data in a structured format” and “the right to transmit it”. The right to transmit data implies in particular that workers have “the right to have such data transmitted directly from one platform to another, where technically possible” (Article D. 7342-6, Labour Code). Article D. 7342-6 of the Labour Code specifies which data are covered by this right of access:

- Data relating to the worker's registration as a self-employed worker;
- The date on which the contractual relationship with the platform began;
- Data relating to the services provided by the worker via the platform: their nature, the total number of services provided and, their total duration, expressed in hours, the average time slots for the services, their geographical area and their average distance.
- The amount of revenue paid by the platform in return for the services provided, after deduction of commission charges; Evaluations of services provided over the last twelve months (where such data exists).
- Where applicable, any personal data held by the platform in relation to its social responsibility
- The amount of the contribution to vocational training paid by the platform over the last calendar year and the cumulative amount of contributions paid by the platform in previous years;
- The title of the training courses enabling the worker’s validation of academic credit due to work experience during the last calendar year and the title of the training courses taken in the years preceding the last calendar year;
- The amount of the employer’s contribution to the worker's vocational training personal account.

The platform must transmit the worker’s data one month maximum after the worker requested it.

Article L. 1326-3 of the French Transport Code also lays down transparency rules: the platform is required to publish on its website, in a fair, clear and transparent manner, indicators relating to the duration of activity and income of workers during the previous calendar year. These indicators were specified by decree no. 2021-501 (April 2021, 22). Thus, article R. 1326-5 of the Transport Code specifies that 3 indicators shall be published: working time, earnings and waiting time[2]. They should be reported with different parameters:

- the covered period: a single service, total number of services per week or per month;
- the number of services provided over the covered period: different brackets of number of services per week or per month;
- different time slots within these periods: day, night, weekdays or weekend.

In addition to the previous obligation, French law also stipulates that platforms must transmit data to the ARPE (the Authority for Social Relations on Employment Platforms) relating to workers' activity. Indeed, the role of the ARPE is to “collect statistics, transmitted by the platforms, relating to the activity of the platforms and their workers, excluding the personal data of customers” (Article L. 7345-1, Labour Code). This data is then used by the ARPE to produce studies and statistical reports in order to make them available to representative organisations (article L. 7345-1 of the Labour Code). The data which needs to be transmitted is specified in an order issued by the Minister for Transport (Order of 25 April 2024 setting the statistical data relating to the activity of the platforms and the professional activity of the self-employed workers who use them, communicated to the ARPE):

- The number of workers whose account is active and the number of workers whose account registered with the platform is inactive, on the first day of each month of the year under review.
- The distribution, expressed as a number and percentage, of workers whose accounts registered with the platform are active, according to:
    - Gender
    - Year of birth;
    - Legal form of the company and date of registration
    - The department of the company’s address
    - The year of registration on the platform;
- The average time, in days, elapsed between the date of registration of the worker on the platform and 31 December of the year in question, calculated for all workers with an active account on that date;

The following data relating to active accounts:

- The total number of services performed and their distribution (according to time slots, but also to the days of the week during which they were performed);
- The average daily, weekly and monthly number of services performed per worker;
- The distribution, in number and percentage, of workers according to the average weekly duration of cumulative services;
- The distribution, in number and percentage, of workers according to the average weekly duration of cumulative waiting times;
- The average amount of revenue paid to workers, on a weekly and monthly basis;
- The average distance of accepted rides;
- The number of separate workers having accepted at least one ride, and the number of separate workers having accepted at least one ride;

[2] Our analysis has clarified that 'waiting time' refers to the interval between two service proposals—regardless of whether they are accepted or declined—or between the completion of a service (such as a delivery drop-off or a passenger ride) and the next service or service proposal.

- The number of new worker registrations on the platform;
- The number of accounts closed or suspended, distinguishing between those closed or suspended at the initiative of the worker and those at the initiative of the platform, and their breakdown according to the reason for closure or suspension;
- The average time, in days, elapsed between the date of registration of the worker on the platform and the date of closure or suspension of the account, calculated on the basis of all workers whose accounts were closed or suspended during the last calendar year;
- The number of penalties, other than the closure or suspension of their account, imposed by the platform on workers due to breaches of their contractual or legal obligations;
- The number of employees who have received at least one penalty from the platform, other than the closure or suspension of their account, due to breaches of their contractual or legal obligations;
- The number of accidents reported to the platform by employees;
- The number of employees who have requested the platform to access their personal data.

Introducing provisions ensuring freedom to platform workers

In addition to the provisions set out in the Labour Code, the LOM law also introduces provisions into the Transport Code. This dissociation of the provisions in two different Codes have surprised some scholars. Indeed, the provisions in the Transport Code are, like those in the Labour Code, “elements of an employment regime for drivers or delivery riders” (Jeammaud, 2020: 181-2). It would therefore seem that the legislator wanted to set aside these provisions of the Labour Code to emphasise the self-employed status of these workers.

The aim of these provisions, under the guise of providing greater protection for self-employed workers, is above all, “by creating rules that are for the most part incompatible with the status of subordinate workers”, to “considerably limit reclassification as employment contracts” (Lokiec, 2022: 139). In fact, most of the rules set out below provide the workers with freedom of choice, which appear to be factors or guarantees of their self-employed status (Jeammaud, 2020).

Platforms are now required to "inform workers, when offering them a service, of the distance covered by that service, the destination and the minimum guaranteed price they will receive, less commission charges" (article L. 1326-2 of the Transport Code). There is a criminal penalty for failure by the platform to meet these obligations: a first-class fine is payable for each worker offered a service (article R. 1326-10 of the Transport Code). Article 1326-2 of the Transport Code also states that workers are free to accept or refuse the service. Refusal must not result in a penalty, nor in the termination of the contractual relationship between the worker and the platform (even after several refusals).

In addition, Article L. 1326-4 of the Transport Code provides other protections relating to working conditions. Platform workers are free to choose "their working hours and periods of inactivity and may disconnect during their working hours". Moreover, "workers may not be required to use specific materials or equipment", may work on different platforms and "are free to determine their itinerary with particular regard to traffic conditions, the itinerary proposed by the platform and, where applicable, the customer’s choice". Article L. 1326-3 of the Transport Code also lays down transparency rules: "the platform mentioned in Article L. 1326-1 is required to publish on its website, in a fair, clear and transparent manner, indicators relating to the duration of activity and income from activity in respect of the activities of workers linked to the platform, during the previous calendar year".

Court decisions

The constitutive elements of an employment relationship

The arrival of these platforms in France gave rise to a number of debates about the nature of the contractual relationship between them and the platform workers. It was necessary to determine "how to identify, from among all the contracts leading to the provision of services, those that qualify as employment contracts" (Favennec-Héry *et al.,* 2024: 468).

Under French law, there are three cumulative criteria for determining the existence of an employment contract. Firstly, there must be a provision of work for which remuneration is paid. In the case of platform work, there was no difficulty in meeting these two criteria. The third criterion is the one that lead to lots of legal discussions: the existence of a relationship of subordination (lien de subordination in French) must be established.

The relationship of subordination has long been retained by the *Cour de cassation* (the supreme court for civil, criminal and social cases) as the third criterion for classifying a contract of employment, to the detriment of another criterion, that of economic dependence. In a judgment of July 1931, 6 the Civil Division of the Court of Cassation ruled that “the legal status of a worker in relation to the person for whom he works cannot be determined by the weakness or economic dependence of that worker”.

While the concept of subordination has not changed, the indicators used to characterise it have. The judge, who is responsible for classifying the contractual relationship, must rely on a body of evidence, i.e. a set of facts that make it possible to determine this legal subordination. It is important to point out that the principle of the unavailability of the classification of the employment contract governs disputes over requalification. Indeed, “the existence of an employment relationship does not depend on the will expressed by the parties or the name they have given to their agreement” (*Assemblée plénière de la Cour de cassation*, 4 March 1983), and judges must base themselves on the facts in order to classify the employment relationship correctly.

For a long time, the following elements prevailed : “the direction and effective control of the work by the employer, the existence of a place or time of work, the provision by the employer of the material means to perform the work (from machine tools to laptops), the finding that the ‘employee’ does not employ his own staff, the exclusivity of the work to the employer" (Favennec-Héry *et al.*, 2024: 471). Nevertheless, because of changes in employment relations and the exercise of a form of autonomy or independence in certain jobs (e.g. as an employed lawyer), judges have developed these criteria so that they correspond to the new realities of the world of work.

The full Court of the *Cour de cassation* ruled (in a Court decision of June 1976, 18, no. 74-11.210), a new concept to qualify the relationship of subordination: that of “integration into an organised service”. This meant that contractual relationships with greater autonomy could be classified as employment contracts. As soon as “constraints of time, place, working conditions and work organisation” (Favennec-Héry *et al.*, 2024: 471) are imposed, integration into an organised service is characterised. This criterion has thus become “a criterion in its own right of salaried employment” (Favennec-Héry *et al*., 2024: 471). This decision was criticised by some scholars who considered that it extended the category of employees too far.

The *Cour de cassation* has revisited this concept by adopting a new definition of the subordination relationship that is not based solely on this concept of organised service. In the Société Générale ruling of 13 November 1996, the Labour Division of the Court of Cassation ruled that a relationship of subordination is characterised by the “execution of work under the authority of an employer who has the power to give orders and directives, to control their execution, and to sanction the breaches of the subordinates”. This relationship of subordination is characterised by the exercise of three powers by the employer: the power to direct, sanction and control. In the same ruling, the judges also stated that being part of an organised

service may constitute ‘an indication of subordination where the employer unilaterally determines the conditions under which the work is performed’. This indication is useful when it is difficult to assess the employer’s power to direct, which means his power to give orders and directives. It is based on this definition that judges have examined the questions raised by platform workers as to the nature of the contract binding them to employment platforms. The solutions have varied depending on the type of platform and the factual situation.

The classic application of the concept of subordination in litigation involving mobility platforms

The litigation surrounding the classification of the contract concluded between the platform and the platform worker is particularly rich for mobility platforms. The *Cour de cassation* has handed down various rulings, which are part of a “classic application of the concept of legal subordination to qualify certain platform workers as employees” (Favennec-Héry *et al.,* 2024: 474). Thus, in an initial judgment of 28 November 2018 concerning the delivery company Take eat easy[3], it ruled “that the subordination relationship is characterised by the performance of work under the authority of an employer who has the power to give orders and instructions, to monitor their execution and to sanction the breaches of his subordinate”. It thus takes up the classic criteria of the subordinate relationship.

In the Uber BV ruling, the *Cour de cassation* used the concept of integration into an organised service to classify Uber drivers as employees. In a March 2020 ruling, the *Cour de cassation* held that “far from being free to decide how to organise his activity, to seek customers or to choose his suppliers, [the driver] has thus become part of a transport service created and organised entirely by Uber BV, which exists only thanks to this platform, a transport service through which he does not build up his own customer base, does not freely set his rates or the conditions under which he provides his transport services, which are entirely governed by Uber BV” (*Cour de cassation*, Chambre sociale, 4 March 2020, 19-13.316).

These two rulings suggested that reclassifications could be more systematic. However, a ruling relating to the Le Cab platform on 13 April 2022 (Cass. Soc. 13 April 2022, 20-14.870) demonstrated the “hesitancy of the Court of Cassation to systematise the requalification of the contractual relationships of platform workers” (Loiseau, 2023: 1267). The Court overturned the decision of the Court of Appeal, which had found that the relationship of subordination had been established. The ruling also serves as a reminder that such reclassification decisions are made on a case-by-case basis, considering the circumstances of the case, and that they do not mean that all platform workers are employees.

The fact that the two rulings had different outcomes was not necessarily surprising. The facts of the 2020 Uber BV judgment and this judgment differed, particularly in terms of the platform's power to impose penalties. For example, whereas the lowering of scores on the Le Cab platform could only result in the termination of relations between the platform and the worker, the Uber company could (in the facts of the 2020 judgment) take a whole range of sanctions: “temporary deactivation in the event of refusal of rides, fare corrections if the driver chooses an inefficient route, or loss of access to the account in the event of a high rate of cancellation of orders” (Loiseau, 2022: 1137). This ruling raised fears that all the provisions adopted by the legislator to limit the risk of reclassification, and the adaptation of platform practices to the decisions of the *Cour de cassation*, would in the future prevent more employment contracts from being reclassified.

Although the *Cour de cassation* was quick to come back in line with the first rulings (see the Bolt ruling: Cass, soc. 15 March 2023, no. 21-17.316), the le Cab ruling created a gap in this litigation, which the lower courts used to reject requests for reclassification.

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[3]In the summer of 2016, Take Eat Easy—the first online food delivery platform operating in France—went bankrupt, triggering the first demonstrations by delivery riders (Srnec, 2025).

Since these *Cour de cassation* rulings, a number of lower courts have resisted reclassification. This “frank hostility” can be explained “essentially by the reluctance [of trial courts] to allow the worker to benefit from the status of employee solely for the benefit of liquidating the effects of the termination when he has carried on his activity, sometimes for years, as a self-employed worker” (Loiseau, 2025: 1001; CA Paris, 11 May 2023, no 22/08225).

It seems that these decisions have prompted the social chamber of the *Cour de cassation* to issue a strong ruling, clarifying the litigation relating to the classification of contracts between platform workers and platforms. In a ruling by the social chamber of the *Cour of Cassation* on 27 September 2023 (Cass. Soc, 27 September 2023, no. 20-22.465), concerning a delivery worker on the Tok platform, the *Cour de cassation* censured a ruling by the Court of Appeal rejecting the request for reclassification as an employment contract. This seems to reflect the Court de Cassation's desire to “give a new impetus to the requalification of contractual relationships” (Loiseau, 2023: 1267). A new recent ruling confirms this trend (Cass. Soc., 24 April 2024, no. 22-17995), relying on the company's power to sanction, which “sanctioned the refusal of a ride by disconnection for twenty minutes and failure to show up at the pick-up location for an accepted ride by deactivating the assignment of priority rides for fifteen days”. The *Cour de cassation* then requalified the employment relationship for an employee of the Le Cab company (whereas the opposite solution had previously been adopted).

Beyond these civil rulings, the first rulings have also been handed down for these mobility platforms in criminal matters. On 19 April 2022, the Paris Criminal Court convicted Deliveroo of concealed employment and ordered it to pay a fine of € 375,000 and to compensate the delivery riders who had brought civil proceedings against the company, as well as the URSSAF (Organisations for the Collection of Social Security and Family Benefit Contributions) (see Paris Criminal Court, 19 April 2022). A number of facts enabled the Court to establish a relationship of subordination and recognise the undeclared work (Gomes, 2022). The former executives were also sentenced to 12 months' suspended imprisonment, a fine of € 30,000 and a five-year suspended ban on managing a company.

The refusal to establish a relationship of subordination for micro-workers

Mobility platform workers are not the only workers who carry out activities via a platform. An initial ruling has been handed down concerning micro-workers. The case in question, which we will discuss below, involved an individual who agreed “via a digital platform managed by a company, to carry out tasks consisting of providing data on his consumption habits, collect information or take photographs, in the street or in shops, of products or communication media of brands and retailers, in exchange for gift points or a few euros” (Cass. soc., opinion, 15 Dec. 2021, no. 21-70.017). The platform in question was Click and Walk.

The opinion of the social division of the *Cour de cassation* of 15 December 2021 states, without much explanation, that “an individual who performs micro-tasks for the platform is not in a relationship of subordination to the company operating the platform” (Favennec-Héry *et al*, 2024: 475).

The Criminal Division of the *Cour de cassation* relied on this decision to dismiss the claim of undeclared work (Cass. crim., 5 Apr. 2022, no. 20-81.775). It had previously requested an opinion from the social division to determine whether a relationship of subordination existed or not.

The development of litigation for personnel placement platforms

Litigation also started to develop around staff placement platforms. These are platforms that are “known for providing user companies with workers registered as self-employed and assigning them to jobs, usually of short duration, according to the needs of client companies” (Loiseau, 2025: 1001). Some platforms do indeed act only as intermediaries between self-employed workers and companies, but “the vast majority of

them welcome all types of workers willing to adopt self-employed status in order to monetise their labour in all kinds of sectors, especially those under pressure: hospitality, catering, construction, etc" (Loiseau, 2025: 1001).

These companies go beyond the role of mere intermediaries and act as temporary employment agencies, without complying with the existing legal framework governing this type of activity. For the time being, the first decisions have only been handed down by trial judges. Some trial courts have "found that there is an employment contract between the worker and the user company and, by extension, between the worker and the platform, after considering that the latter is, in fact, engaged in temporary work". They concluded that there was a situation of joint employment between the platform and the user company, which does not correspond to "the reality of the contractual operation" (Loiseau, 2025: 1001; Paris Labour Court, 9 Jan. 2023, No. 20/05493; 4 Apr. 2024, No. 21/04739).

In a more recent case, the Créteil Labour Court "directly characterised the relationship of subordination between the platform and the worker and reclassified the mission contracts it found to exist as permanent contracts, on the grounds that the operator had failed to comply with the applicable legislation (Loiseau, 2025: 1001; Créteil Employment Tribunal, 3 Oct. 2024, No. 23/00710).

The establishment of a presumption of employment by the EU Directive of 23 October 2024 will certainly clarify the uncertainties surrounding litigation and strengthen the protection of these workers. It will also make it possible to reclassify the employment relationship during its term and not only after the relationship has ended, as is currently the case in litigation concerning reclassification.

2. The country's collective bargaining model: Actors and institutions

Introduction

In France, worker representation in the platform economy is articulated through a formalised framework of social dialogue, instituted and overseen by the state via the *Autorité des relations sociales des plateformes d'emploi* (ARPE). Since its conception in 2022, this institutional experiment has mobilised a variety of actors—more or less formalised—who engage in heterogeneous strategies of representation, negotiation, and advocacy. A synthesis of their profiles and methods of intervention is presented below.

This chapter begins by identifying the key stakeholders involved in the governance of platform labour. It then examines the regulatory instruments that structure their interactions, before analysing the institutional architecture of social dialogue and the initial agreements approved to date, as implemented in the French context.

Representation of Worker and Company Interests

Insight on trade unions and organisations representing workers.

The origins of delivery riders' trade unionism in France are rooted in a broader repertoire of contentious actions and political subjectivation that emerged around 2016. The *Nuit Debout* movement and the mobilisations of taxi and VTC drivers against Uber in Paris generated a favourable conjuncture for the articulation of shared grievances across platform-mediated labour sectors. These mobilisations fostered a collective consciousness among app-based workers, enabling the reframing of individualised precarity into collective claims (Srnec, 2025). The bankruptcy of Take Eat Easy in mid-2016, a pioneering food delivery platform in France, acted as a catalyst for the first wave of protests by delivery riders. Within this space of emergent contention, a group of former Deliveroo riders initiated the Collectif des Livreurs Autonomes de Paris (CLAP) in 2017—a grassroots formation shaped through digital interactions (notably on Facebook) and face-to-face deliberations in urban public spaces. CLAP opted for an organisational model based on horizontality while developing collaboration with trade unions, especially with Solidaires and its Commerce and Services branch, and the Confédération Nationale du Travail – Solidaires Ouvriers (CNT-SO)—it retained a stance of organisational autonomy, reflecting a broader tension between institutionalised unionism and grassroots syndicalism.

Concurrently, in Bordeaux, a group of students formed the first officially recognised delivery rider union in 2017, affiliated with the CGT, signalling a process of institutional embedding of platform labour struggles. A key turning point occurred in 2021 when Just Eat France began offering standard employment contracts. This shift towards formal employment relations reconfigured the terrain of collective representation, facilitating the entry of Force Ouvrière (FO) into the platform delivery sector (Srnec, 2025). As we will

examine later, the establishment of the ARPE has opened a new arena of institutional contestation, enabling not only established organisations but also lesser-known and grassroots-oriented actors to assert themselves within the evolving field of platform labour representation.

The emergence of trade union representation in the French platform ride-hailing sector can be traced back to October 2015, when Uber announced a 20% fare reduction on its UberX service, following the suspension of the UberPop programme. This pricing decision, perceived as detrimental to the already unstable income of professional drivers, generated significant discontent and drove the first wave of collective mobilisation. Protests were rapidly organised through social networks—particularly Facebook and WhatsApp groups originally created for professional coordination—and materialised in the form of road blockades and demonstrations, most notably in front of Uber's Paris headquarters. These early mobilisations were facilitated by the prior formation of professional organisations (Abdelnour & Bernard, 2019). The UNSA-VTC section, formally registered in October 2015, evolved into the Syndicat des Chauffeurs Privés (SCP-VTC) by 2017. Similarly, the Capa-VTC association, established in mid-2015, was integrated into Force Ouvrière as FO-Capa VTC in April 2017. These organisations articulated claims grounded in a professionalised driver identity, often associated with the upper tiers of the sector's internal hierarchy. In subsequent years, efforts by the CFDT to organise platform workers led to the establishment of Union-Indépendants in the sector. A new collective of VTC drivers emerged in northern France in 2015, followed by the creation of the Union VTC Hauts-de-France union in 2016–2017. This initiative eventually led to the establishment of the Intersyndicale Nationale VTC (INV) in 2021, which initially consolidated its base in Paris and Lille, and later affiliated with FO. In parallel, several regional organisations have emerged and later formalised their structures in order to take part in ARPE's institutional framework. The Association des Chauffeurs Indépendants Lyonnais (ACIL) was created in 2018 to represent drivers in Rhone-Alpes area. In southern France, the Union des VTC du Grand Sud was formalised in 2023 as an alliance of three local organisations: the Union des VTC 06/83 (Nice), the Union des Chauffeurs VTC Marseillais, and the Fédération Montpellieraine des VTC.

Collective Bargaining and Social Dialogue

In this section, we will focus on the creation of a specific social dialogue regime for mobility platforms in France. French law has broken new ground by establishing a system of social dialogue (the term "collective bargaining" is never used) for workers who are classified as self-employed.

In this introduction, we will note that a collective agreement has also been negotiated for one platform that employed salaried workers for a short period of time. This is the case with Just Eat, which, in October 2020, "negotiated" a collective company agreement, within the commercial sector, using a new collective agreement mechanism. Since the Macron ordinances of 20174, it has been possible for an employer to propose a collective agreement which is then put up to a vote, a referendum. This direct approval procedure by employees is possible in companies with fewer than eleven employees and no union representative (Article L. 2232-21, Labour Code). The employer organises the consultation on its draft agreement. The only requirement is to guarantee a secret ballot (Article R. 2232-10, Labour Code). If the draft agreement is approved by a two-thirds majority of employees, it is considered a standard company collective agreement. This mechanism has been widely criticised by legal scholars, who dispute the fact that "there can be a collective agreement in the absence of prior negotiation" (Dumortier *et al*., 2024; Keim-Bagot,

4 Ordinance No. 2017-1385 of 22 September 2017 on strengthening collective bargaining.

2018). The agreement proposed by Just Eat largely derogated from the more favourable provisions of the sectoral agreement, as provided for in those same orders5. The exemptions included an increase in the night-hour compensation, calculated from midnight instead of 9 p.m.; overtime pay is only 10% instead of 25%; the agreement does not provide for any increase on Sundays, and only one paid public holiday per year, compared to five for those with more than six months “seniority” (Aizicovici, 2022). The agreement was finally terminated in 2023 (after professional elections were held in 2022) by the two trade unions elected in the company, FO and CGT. New negotiations were initiated, but in view of the company's decision to cease operations, the agreement was never signed.

At this point, we will focus on the framework established by French law for setting up a specific social dialogue for self-employed workers in the mobility platform sector. The law only provides for these collective bargaining rules for certain types of platform workers: workers who use delivery platforms or who provide ride-hailing services. Once again, this right to “collective bargaining’ was introduced to grant minimum protections to these platform workers “without calling into question the economic model [of platforms] and their place in the economic order” (Dirringer & Ferkane, 2021: 598).

Creating a framework for social dialogue on mobility platforms

Following the recommendations of a report by Jean-Yves Frouin commanded by the Government of E. Macron on the regulation of platform work (Frouin, 2020), an ad hoc collective bargaining system has been set up for platform workers. For the time being, these are rules for sectoral collective agreements. A chapter has also been introduced on social dialogue with platforms (i.e. collective bargaining at company level, directly with the platforms), but no provisions have yet been adopted on this subject. The question will then arise as to how the rules will be coordinated between the sectoral dialogue and the company dialogue.

This specific social dialogue framework was envisaged in Article 48 of the Mobility Orientation (LOM law) Act No. 2019-1428 of 24 December 2019 (already cited), which allows the government to adopt, by ordonnance, rules on the arrangements for the representation of self-employed workers and the conditions for exercising this representation. An order of 21 April 20216 was adopted to lay down rules on the election of representatives of platform workers in the ride-hailing services and delivery sector. A decree of 8 November 20217 established the rules relating to the Authority for Social Relations on Employment Platforms (ARPE), which is responsible for organising professional elections in the sector and managing the social dialogue, as well as various tasks relating to the work of mobility platforms. Finally, in 2022, a new ordonnance was adopted allowing the representatives of platform workers to negotiate sectoral collective agreements8 and laying down the rules for the validity of these agreements.

All these rules organise representation and social dialogue for platform workers in two sectors. The challenge in creating these rules for social dialogue for self-employed workers was to establish a “right to collective agreements that is compatible with the prohibition of agreements restricting competition”

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5 See the text of the agreement, https://www.droits-salaries. com/887676948-/88767694800011-/T07520025921-accord-d-entreprise-au-sein-de-takeaway.com-express-france-sas-forfait-RTT-heures-supp-temps-de-travail-droit-a-deconnexion-conges. shtml#_30j0zll.

6 Ordonnance No. 2021-484 of 21 April 2021 on the arrangements for the representation of self-employed workers using platforms for their work and the conditions for exercising this representation

7 Decree No. 2021-1461 of 8 November 2021 on the organization and functioning of the Authority for Social Relations on Employment Platforms.

8 Ordonnance No. 2022-492 of 6 April 2022 strengthening the autonomy of self-employed workers on mobility platforms organising social dialogue in the sector and supplementing the tasks of the Authority for Social Relations on Employment Platforms.

(Loiseau, 2021: 590). Indeed, Article 101 of the Treaty on the Functioning of the European Union (TFEU) prohibits these agreements restricting competition, which it defines as “all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market”. The European Court of Justice excludes collective agreements concluded between social partners and covering employees from the scope of the mentioned agreements, but the situation is different for self-employed workers. This certainly explains the reluctance of legislators to talk about collective bargaining (Gabroy, 2021: 23).

The Authority for Social Relations on Employment Platforms in France (ARPE)

Missions, members and organisation

The new structure for social dialogue, the ARPE, was established as mentioned on 21 April 2021. The ARPE goals are to facilitate structured dialogue and negotiations between platform operators and their associated workers, addressing issues related to working conditions, remuneration, and social protection. This institutional framework is intended to bridge the gap between the flexibility offered by platform work and the need for stable working conditions and benefits for the workers. The architecture of the ARPE illustrates this willingness to represent all the stakeholders and, consequently, give legitimacy to this policy.

The ARPE is governed by a Board of Directors, whose president is appointed by a government decree. The Board of Directors of the ARPE comprises representatives from the state, qualified experts, organisations of self-employed workers, and employment platforms. Members are appointed for a four-year term, and the President of the Republic of France formally appoints the president of the board. Public administration is represented by senior officials from several key ministries, including the Director General of Labour (DGT); the Director General for Infrastructure, Transport and Mobility (DGITM); the Director General for Enterprises (DGE); the Director General of the Treasury (DG Trésor); the Director General for Competition, Consumer Affairs and Fraud Control (DGCCRF); and the Director General for Civil Affairs and the Seal (DACS). Civil society is represented by a member of a think tank working closely with trade unions and public authorities, alongside an NGO specialising in social dialogue.

A second body has been established to reinforce this authority: the Council of Platform Stakeholders. This Council is mandated to submit proposals to the President of the Board of Directors. The Council is composed of representatives from organisations of workers and employment platforms, consumer and user associations, professional clients of platform services, associations of local elected officials, and individuals with expertise in digital technologies, transport, and social dialogue. It comprises twenty-seven seats.

The ARPE's services are carried out by a small team of five staff members under the authority of the Director General. Acting within the strategic orientations defined by the Board of Directors, this team is responsible for implementing the institutions’ principal missions: the organisation of elections on representativeness of workers and platforms companies, the assessment of representative status for workers’ organisations, the support and facilitation of social dialogue, the protection of elected worker representatives, mediation activities, as well as the production of studies and statistical analyses. The platforms targeted by this measure are directly responsible for contributing to the funding of the ARPE through the payment of a dedicated tax.

Actors Involved and Election Procedure

Although a wide range of stakeholders is represented, the primary actors involved are platform operators and platform workers. The originality of the ARPE was to organise the first election of platform worker representatives to participate in the dialogue with platform operators. This experience was also a first for independent workers organised by the government.

The designed procedure involves three features: eligibility of voters and representatives, candidacy of representatives, and voting method.

The appointment of representatives of workers and platforms, responsible for negotiating collective agreements for the sector

Candidacy. The appointment of platforms' representatives

The new rules regarding the representation of platforms are very similar to what already existed regarding employers' representation at the sectoral level. Article L. 7343-21 of the Labour Code provides that platform representatives may be professional organisations governed by the 1901 law whose corporate purpose includes "the representation of these platforms and the negotiation of agreements and conventions applicable to them in their relations with the workers mentioned (...)".

They must also meet a number of criteria set out in Article L. 7343-22 of the Labour Code: respect for republican values; independence; financial transparency; a minimum of one year's seniority; influence, which is assessed in terms of the organisation's activity and experience in representing platforms.

They must also have a sufficient audience, measured every four years. The representativeness score is calculated using a weighted formula: 30% is based on the proportion of workers affiliated with each applicant organisation, and 70% on the proportion of income generated by the platforms affiliated with that organisation, relative to the totals for all applicants. The audience resulting from this calculation must be at least equal to 8% (Dumortier *et al*., 2024: 521).

Eligibility: Organising elections to appoint the workers 'representatives

For platform workers representatives, an ad hoc election system has been created by the legislator, drawing heavily on the election system that already existed for employees. A national election is thus organised every four years (Article L. 7343-7, Labour Code). The election is a single round and is conducted by electronic voting (Article L. 7343-9, Labour Code). A ballot is organised by sector. There is therefore one ballot for the ride-hailing sector and another ballot for the delivery sector, which results in the appointment of representatives for each sector of activity.

Voter. Each voter votes for a trade union (not for a candidate) or a platform workers' association. Each voter has one vote, regardless of the number of platforms for which they work. The Labour Code sets out the conditions for being a voter: you must have three months' seniority and have worked more than five times per month during those three months to be considered a voter. This work must have been carried out during the three months preceding the election (Article L.7343-7**,** Labour Code). The election process involves a secure and transparent voting system, leveraging digital tools to, supposedly, facilitate participation. No ID verification is required but the official telephone number, the e-mail of the account-holder and the bank account number are mandatory. This system excludes the concrete participation of the majority of the delivery riders who operate using rented accounts, according to all trade unions.

Representatives. Article L. 7343-2 of the Labour Code specifies which organisations may stand for election as representatives of platform workers. These may be "traditional" employee unions as referred to in Article L. 2131-1 of the Labour Code and their unions referred to in Article L. 2133-2, or organisations governed by the law of 1901. In both cases, their corporate purpose must include the defence of the rights of independent platform workers. These organisations (once their applications have been declared admissible) may request reimbursement of their campaign expenses up to a limit of € 5,000[9].

It is interesting to note that in this case, the monopoly of representation traditionally recognised for trade unions has been overturned. In labour law, the Constitutional Council has recognised (for employees) that trade unions have a "natural vocation" to represent collective interests, "in particular through collective bargaining" (Constitutional Council, 6 November 1996, Decision DC No. 96-383). Some scholars explain this recognition of associations by the fact that it "responds to practical concerns to take into account the existence of emerging organisations that have not formed trade unions to defend the interests of workers on mobility platforms, and also to enable trade unions that do not wish to change their statutes to represent independent workers to create a separate entity dedicated to the representation of self-employed workers" (Dumortier et *al.*, 2024: 521).

Nevertheless, while this new right to collective bargaining for platform workers is directly inspired by labour law, and here, by the rules covering sectoral collective agreements, it is surprising to note this dilution of the trade union role among other actors. This is all the more surprising given that in sectoral collective bargaining, this monopoly of trade union organisations "has remained intact until now, despite the promotion of alternative negotiating agents in companies" (Dirringer & Ferkane, 2021: 598). Some authors see this as "the return of an old mistrust on the part of French employers towards trade unions, but this time as the spokesperson for workers on digital platforms" (Dirringer & Ferkane, 2021: 598).

The first elections took place from March 2022 to May 2022, and the last ones took place from 22 to 30 May 2024. The initial two-year term, conceived as a trial phase, was an exception and allowed the organisers to test the initiative. From that point on, subsequent elections are to be held every four years. The voter turnout was very low in the first election for delivery workers (1.83%) and ride-hailing workers (3.91%), and in the second election for delivery workers (3.90%), calling into question the representativeness of the actors recognised as representative. In fact, to be recognised as representative, a candidate must obtain at least 8% of the votes cast, not 8% of the voters. Although the voter turnout in the ride-hailing sector was slightly higher (19.96%) in 2024, it is still far from satisfactory.

Determining which organisations are "representative" and can represent platform workers

Rules very similar to those that exist for trade unions wishing to represent employees have been put in place to determine which organisations are considered representative. This recognition of representativeness gives rise to numerous rights, including the right to participate in collective bargaining.

These organisations must meet a number of criteria that are the same as those for trade unions representing employees: the respect of republican values, independence, financial transparency, influence, sufficient membership and membership fees (there must be enough members for their membership fees to represent the main part of their resources, which guarantees independence), and a minimum of one year's existence.

These organisations must also have obtained at least 8% of the votes cast in the last elections (this 8%

9 Decree of February 19, 2024, on the financial contribution allocated by the ARPE to organisations whose applications have been declared admissible, intended to finance the election campaign for the vote to measure the audience of platform workers' organisations

threshold is the same as the one required to be considered representative for collective bargaining at the sectoral level). By way of derogation, in the first ballot (2022), organisations that obtained at least 5% of the votes cast were recognised as representative (Article L. 7343-3). Given the similarity of the criteria to those existing in labour law, it is reasonable to assume that the case law of the *Cour de cassation* on these criteria could be transposed to the situation of these representatives of platform workers.

Each organisation recognised as representative then has the right to appoint representatives to the ARPE (Articles L. 7343-12, Labour Code) and to be part of the collective bargaining.

Protections and resources for platform workers' representatives

These workers' representatives have a form of protective status inspired by the status of protected employees under Labour law (Articles L. 7343-13 to L.7343-18, Labour Code). Thus, the platform must first obtain the agreement of the ARPE to terminate its commercial relations with a workers' representative. This prior authorisation is required for representatives currently in office but is also extended to self-employed workers who were about to be appointed as representatives (the worker must prove that the platform was aware of the imminence of their appointment). This protection continues to apply for the duration of six months after the end of their term in office (Article L. 7343-13, Labour Code).

The ARPE issues this authorisation to terminate the commercial contract "when the proposed termination is not related to the representative functions performed by the worker" (Article L. 7343-13, Labour Code). If the ARPE refuses to authorise the termination, the commercial contract is maintained. In the event of serious misconduct on the part of the representative, the platform may decide to temporarily suspend (pending on the ARPE's decision) its commercial relations with the representative. The platform must justify its decision and inform the ARPE (Article L. 7343-14, Labour Code). If the administrative court overturns the ARPE's decision authorising the termination, or if the platform has not complied with the administrative authorisation procedure, the worker may claim damages corresponding to the total loss suffered during the period between the termination of the contract and the end of the protection period (Article L. 7343-15, Labour Code). However, the worker cannot claim 'reinstatement' as under labour law, "if the worker is entitled to compensation - which will nevertheless depend on their turnover in the previous months on the platform - they nonetheless lose their professional activity and this source of future income" (Gabroy, 2021: 23). A form of "obstruction offence" is also created: platforms that do not comply with this authorisation procedure risk criminal penalties of up to one year's imprisonment and a fine of € 3,750 (Article L. 7343-16, Labour Code).

This status is inspired by labour law but excludes the State Labour Inspectorate from the process of monitoring the dismissal of protected employees, assigning this power to the ARPE (whose statutes do not offer the same guarantees of independence as the labour inspectorate).

There is also another form of protection to prevent workers from suffering a substantial reduction in their activity. These rules are directly inspired by the prohibition of discrimination in labour law, and the rules of evidence are similar to those governing discrimination (Gabroy, 2021: 23). The worker representative must therefore present to the judge "factual evidence justifying a substantial drop in their average activity over the last three months of activity, compared to the activity carried out over the previous 12 months or, where the period of activity is less than one year, compared to the monthly average activity over all the previous months". It is then up to the platform to prove that "this decline in activity is justified by objective factors unrelated to the worker's representation activity". The judge may then order measures "to put an end to this situation and claim compensation for the damage suffered in this respect" (Article L. 7343-17, Labour Code).

In addition, platform workers' representatives have been provided with specific resources to carry out their mandate: they are entitled to training days on social dialogue (Article L. 7343-19, Labour Code) and paid delegation hours (Article L. 7343-20, Labour Code).

The collective agreement regime for the mobility platform sector

The legislator has established a specific regime for these new sectoral collective agreements. These new provisions are largely based on the rules governing collective bargaining at sectoral level.

The negotiation topics

Workers' representatives and platform representatives are now granted a right to collective bargaining. The legislator has specified the topics that needs to be negotiated. Platform companies and workers representatives are required to negotiate at least once a year at sectoral level on one or more of the following topics (Article L. 7343-36, Labour Code):

- The methods for determining workers' income, including the price of their services; the conditions under which workers carry out their professional activities, in particular the regulation of their working time and the effects of algorithms;
- The prevention of occupational risks to which workers may be exposed as a result of their work, as well as damage caused to third parties;
- The terms and conditions for developing professional skills and securing career paths.

Article L. 7343-7 of the Labour Code specifies that “negotiations may also be initiated at sector level on any other issue relating to working conditions and the performance of the activity”.

The rules governing the validity of collective agreements

Collective agreements in the sector must comply with specific rules to be considered valid and to produce legal effects. First, these rules specify the conditions under which negotiations must be conducted. The parties must engage in negotiations in a serious and fair manner. For platform representatives, this means that “the organisations representing the platforms must provide the organisations representing the workers with the information necessary to enable them to negotiate in full knowledge of the facts and must respond in a reasoned manner to any proposals they may make” (Article L. 7343-30, Labour Code).

In addition, the Labour Code sets conditions relating to the status of the signatories (Article L. 7343-29, Labour Code). The sectoral collective agreement must be negotiated and concluded by, on the one hand, one or more workers' organisations recognised as representative in the sector, and on the other, one or more corporate organisations of platform companies recognised as representative in the sector.

Its validity is subject to its signature by at least one corporate (professional) organisation of platform-companies recognised as representative; one or more workers' organisations recognised as representative which, in the election, obtained more than 30% of the votes cast, regardless of the number of voters. There is also a requirement that there is no opposition from one or more recognised representative workers' organisations that have obtained a majority of the votes cast (50%), regardless of the number of voters. Nevertheless, trade unions with less representativity can avoid signing without blocking the signature of the agreement. This has been the case of the CGT, FO and, in most cases, Sud-Commerces (Solidaires).

The text of every agreement must be written in French (Article L. 7343-32, Labour Code). The agreement may be concluded for a fixed or indefinite period. In the absence of any specific provision, it shall be deemed

to have been concluded for a period of five years (Article L. 7343-31, Labour Code). Once signed, it must be sent to the ARPE (Article L. 7343-35, Labour Code).

Denouncing and revising collective agreements

The rules governing the termination and revision of similar agreements are, once again, very similar to those applicable to collective agreements for employees.

Article L. 7343-40 of the Labour code sets out the procedures for revising collective agreements. To revise a collective agreement within two years of its signature, the revision must be made by the representatives of the workers and the representatives of the platforms that signed the agreement. After two years, the revision may be made by any organisation recognised as representative in the sector.

The rules vary depending on which parties wish to terminate the agreement (Article L. 7343-1, Labour Code):

- If all the signatories wish to terminate the agreement, they must give three months' notice.
- If all the signatory workers' organisations wish to terminate the agreement or if all the signatory platform organisations wish to terminate the agreement, the agreement shall continue to have effect until it is replaced by a new agreement or, failing that, one year after the expiry of the notice period.
- If a signatory organisation loses its status as a representative organisation, the agreement may be terminated by:
- Recognised representative workers' organisations that obtained more than 50% of the votes cast in the last elections, regardless of the number of voters;
- Corporate (Professional) organisations of platform-companies recognised as representative whose weight within the sector concerned is greater than 50% (the weight is calculated in the same way as for determining their representativeness).

Effects of the collective agreements

The relationship between collective agreements in a sector and other rules governing contractual relationships is subject to the principle of favour (which used to apply to the relationship between collective agreements in a sector and employment contracts until the Macron ordinances of 2017). Thus, Article L. 7343-44 of the Labour Code provides that the relationship between commercial contracts and collective sector agreements is governed by the principle of favour. This means that the most favourable provisions between the commercial contract and the collective sector agreement apply. The same applies to the relationship between a collective agreement and a charter or between a collective agreement and a unilateral commitment (Article L. 7343-43, Labour Code).

It is also possible for representatives of platforms or representatives of workers to seek to have all or part of a sectoral collective agreement declared null and void. The Labour Code then refers directly to the provisions of the Labour Code for traditional collective agreements (see Article L. 7343-48). Some authors also argue that “it is likely that the case law of the Social Chamber of the Court of Cassation relating to the exception of illegality of a collective labour agreement would be transposable to sectoral collective agreements” (Dumortier *et al.*, 2024: 524).

Extending the collective agreement effects to all sectoral workers

As with collective agreements for employees at the sectoral level, there is an approval system that is very similar to the system for extending collective agreements in a particular sector. This approval makes the provisions of the agreement binding on all platforms and their workers covered by its scope. It is similar to an extended sectoral agreement. The ARPE is responsible for approval (Article L. 7343-9, Labour Code). The ARPE has certain powers at the time of approval. It may exclude from approval any clauses that are illegal or do not correspond to the situation in the sector concerned. Finally, it may refuse approval on grounds of public interest or in the event of excessive distortion of competition.

The French legislature has established specific collective bargaining rights for mobility platform workers involving the creation of the ARPE. While it might have been expected that these provisions would be extended to other types of platforms, it appears that French law is not yet moving in that direction.

Actors involved in the social dialogue

Delivery Sector – Worker Organisations

The following organisations are involved in representing food delivery workers within the ARPE framework:

- FNAE (Fédération Nationale des Autoentrepreneurs et Microentrepreneurs)
- CGT (Confédération Générale du Travail)
- Union-Indépendants
- Fédération SUD Commerces et Services – SOLIDAIRES
- CFTC (Confédération Française des Travailleurs Chrétiens)
- CNT-SO (Confédération Nationale des Travailleurs – Solidarité Ouvrière)
- FO (Force Ouvrière)
- UNSA (Union Nationale des Syndicats Autonomes)

These organisations participated, among others, in the sectoral elections. Only the organisations that obtained at least 5% in 2022 and 8% in 2024 are formally recognised within the social dialogue structure of ARPE (see table 2 and 3).

Table 2 Results of the Delivery Riders' Representative Elections 2022

Workers' organisations	**General Results**	**Final Results** -representation-
FNAE : Fédération Nationale des Autoentrepreneurs et Microentrepreneurs	28,45%	33,97%
CGT : Confédération générale du travail	27,28%	32,58%
UNION-Indépendants	22,32%	26,66%
Fédération SUD commerces et Services – SOLIDAIRES	5,69%	6,79%
CFTC :Confédération française des travailleurs chrétiens	4,30%*	--
CNT-SO : Confédération nationale des travailleurs – Solidarité Ouvrière	3,86%*	--
FO : Force Ouvrière	3,79%*	--
UNSA : Union nationale des syndicats autonomes	2,92%*	--
FNTR : Fédération nationale des transports routiers	1,39%*	--
N: 1542 (*): less than 5% does not give access to negotiations.		

Table 3 Results of the Delivery Riders' Representative Elections 2024

Workers' organisations	General Results	Final Results -representation-
UNION-Indépendants	37,15%	47,28%
FNST-CGT : Fédération Nationale des Syndicats de Transports CGT	21,80%	27,74%
SOLIDAIRES : Union syndicale Solidaires	10,27%	13,07%
FNAE : Fédération Nationale des Autoentrepreneurs et Microentrepreneurs	9,36%	11,91%
CLAP : Collectif des livreurs autonomes de plateformes	6,36%*	--
FNTL FO – UNCP : Fédération nationale des transports et de la logistique FO – UNCP	5,32%*	--
FGT CFTC : Fédération générale des transports CFTC	4,20%*	--
ACIL : Association des Chauffeurs Indépendants Lyonnais	2,87%*	--
CNT – SO : Confédération Nationale des Travailleurs – Solidarité Ouvrière	1,50%*	--
UNSA : Union nationale des syndicats autonomes	1,17%*	--
N: 2404 (*): less than 8% does not give access to negotiations.		

Ride-Hailing Sector – Worker Organisations

The following organisations represent ride-hailing drivers within the ARPE framework, although their role and significance vary between the two periods:

- FO (Force Ouvrière)
- FNAE (Fédération Nationale des Autoentrepreneurs et Microentrepreneurs)
- UNSA (Union Nationale des Syndicats Autonomes)
- CFTC (Confédération Française des Travailleurs Chrétiens)
- Union-Indépendants
- AVF (Association des VTC de France)
- ACIL (Association des Chauffeurs Indépendants Lyonnais)
- FNTR (Fédération Nationale des Transports Routiers)
- FNST-CGT (Fédération Nationale des Syndicats de Transports – CGT)
- Fédération SUD Commerces et Services – SOLIDAIRES
- SOLIDAIRES (Union Syndicale Solidaires)

These organisations are officially involved in the ARPE ride-hailing sector's social dialogue process according to the rule of 5% (2022) and 8% (2024).

Table 4 Results of the Ride-hailing sector Representative Elections 2022

Workers' organisations	General Results
AVF : Association des VTC de France	42,81%
UNION-Indépendants	11,51%

ACIL : Association des Chauffeurs Indépendants Lyonnais	11,44%
FO : Force Ouvrière	9,19%
FNAE : Fédération Nationale des Autoentrepreneurs et Microentrepreneurs	8,98%
CFTC : Confédération française des travailleurs chrétiens	8,84%
UNSA : Union nationale des syndicats autonomes	7,23%
N : 1538	

Table 5 Results of the Ride-hailing sector Representative Elections 2024

Workers' organisations	**General Results**	**Final Results** -representation-
FNTL FO – UNCP : Fédération nationale des transports et de la logistique FO – UNCP	46,46%	56,31%
ACIL : Association des Chauffeurs Indépendants Lyonnais	20,76%	23,64%
UNION-Indépendants	9,01%	10,26%
UD VTC SUD : Union des VTC 06/83	8,60%	9,79%
AVF : Association des VTC de France	5,55%*	--
FGT CFTC : Fédération générale des transports CFTC	2,08%*	--
SOLIDAIRES : Union syndicale Solidaires	2,04%*	--
UNSA : Union nationale des syndicats autonomes	1,25%*	--
FNAE : Fédération Nationale des autoentrepreneurs et Microentrepreneurs	1,25%*	--
N : 9931 (*): less than 8% does not give access to negotiations		

Platform companies' unions

Two main employer organisations represent platform companies within the ARPE framework. The Association des Plateformes d'Indépendants (API) includes major international firms such as Uber, Uber Eats, Deliveroo, and Stuart. In contrast, the Fédération Française du Transport de Personnes sur Réservation (FFTPR) represents smaller or more localised ride-hailing platforms like Heetch, Bolt, and Le Cab/Marcel. Their position will be explained in Chapter 5.

The first collective agreements negotiated

Assessment of the first years of collective bargaining within the ARPE

The first agreements were signed slightly less than a year after the election of the first mobility workers' representatives. While the proliferation of agreements (ten agreements signed in eighteen months) may suggest that the ad hoc social relations system for mobility platform workers is a resounding success, the reality is much more nuanced. Indeed, analysis of each agreement shows that their content is rather weak. This is easily explained, as the legislator has not put in place a legal framework that would form a consistent basis of rights from which to negotiate more rights for platform workers. Negotiated rights have replaced the law for these platform workers.

It is difficult for workers' representatives, who could be judged as lacking legitimacy and representativeness, to exert leverage to obtain ambitious collective agreements. As a result, the agreements have mainly focused on income (without allowing for any actual increase, as we will see below), discrimination, negotiation rules and the termination of commercial relationships. However, they do not address two crucial issues: the algorithm that underpins the functioning of these platforms, and occupational health and safety. Most trade unions have been required to work on these issues since 2022. The lack of negotiations on the latter issue is questionable, given that this sector is highly accident-prone. For example, an ARPE report (2025a) states that 26% of delivery riders have already had an accident, supported by evidence provided by academic studies, associations and trade unions (Maison des livreurs, 2025; Gossart & Srnec, 2024; ANSES, 2025; FO, 2025).

Before analysing the content of the agreements signed, it is important to note the criticisms issued by traditional trade unions regarding this system of worker representation. The CGT and FO (two of the three biggest traditional trade unions in France) have not signed any of the agreements negotiated to date. Both organisations chose neither to sign any agreement in the rider sector nor to block them, passively allowing the other organisations attempt to reach an agreement, albeit without much hope. This contrasts with the very enthusiastic reactions of the platforms and the government to the signing of each agreement.

The two sectors negotiated agreements on the same topics (termination of commercial relations and procedural agreements). Given their similarities, we will analyse them together and then examine separately the rest specific to each sector of activity.

Agreements setting up the procedure of the collective bargaining in the two sectors

In both the ride-hailing and the delivery sector, a collective agreement on the organisation of collective bargaining has been signed.

The agreement for the delivery sector was signed on 20 April 2023 and approved on 31 July 2023. It was signed by:

- → For the platforms: API
- → For the workers: UNION-Independents and FNAE

The agreement for the ride-hailing private hire driver sector was signed on 18 January 2023 and approved on 31 July 2023. It was signed by:

- → For the platforms: API and FFTPR
- → For the workers: AVF; UNION-Indépendants, FNAE and UNSA

These agreements mainly reaffirm the core principles established by the Labour Code. The only addition to existing law is that they set out the functioning of the negotiating committees, determined an additional allowance for the exercise of workers' representative functions and established confidentiality obligations.

These provisions establish a system that is fairly similar to what exists for sectoral negotiations. For example, the platform committee has the same role as employers' organisations in sectoral negotiations (secretariat duties, convening meetings, etc.).

The composition and functioning of the negotiating committees

It has been decided in both sectors that, for the workers‘ group, two seats will be allocated to each representative organisation within the Negotiating Committee. It is also possible to appoint a substitute. For the platform group, they have a number of seats equal to the number of seats allocated to the workers’ group, which are divided equally among the various platform organisations.

The secretariat of the negotiating committees (sending out meeting notices, taking minutes, keeping attendance sheets) is provided by the platform companies corporate group. Regarding the meetings, the delivery sector plans to organise at least two meetings per year, and the ride-hailing sector at least one meeting per quarter.

Additional indemnities for the workers’ representatives

Finally, these agreements provide for additional allowances for platform workers' representatives. Articles D 7343-75 and D7343-76 of the Labour Code stipulate that these representatives are entitled to a maximum of 144 hours of delegation time per year, financed at a rate of € 30 gross per hour of delegation, to carry out their representative duties outside of negotiation time. Workers' representatives who are also members of the ARPE Board of Directors are entitled to 198 hours of delegation time per year.

A decree of 24 June 2024 establishes (as in labour law) a presumption of proper use of these delegation hours within the limit of 12 hours per month for representatives sitting on the Negotiation Committees and 16.5 hours per month for representatives participating in meetings of the Board of Directors and the Stakeholders' Council. The system is different for negotiation time. Each half-day of negotiation is compensated with € 120 gross, plus € 60 for preparation for the half-day of negotiation. Travel and accommodation expenses are covered by the ARPE.

Considering the amounts to be too low, the agreements provide for additional allowances, the amount of which depends on the sector. These allowances provide for twelve additional hours per month of delegation, compensated at € 30 gross per hour for representatives of the ride-hailing sector and € 17 gross per hour for representatives of delivery riders. This additional allowance is paid by the ARPE. The professional platform organisations pay the ARPE an amount equivalent to the sum of the additional allowances. This allowance is financed by each of the representative platform companies’ unions in proportion to their membership.

Strengthening confidentiality rules

Confidentiality rules have been strengthened. The agreements list a series of documents that workers representatives are not permitted to disclose:

- Information provided by platform companies’ union, where the latter have indicated that it is confidential;
- Information provided by platform companies’ unions whose disclosure could undermine business confidentiality;
- The minutes of negotiations;

- The expert's conclusions;

This information may only be passed on to members of the workers' organisations (for delivery workers, only to members of the organisation's decision-making bodies) if the purpose of sharing the information is to take a decision on the negotiations and the organisation has informed its members of the confidentiality of the document. These obligations are extremely restrictive and leave it entirely up to the platforms to decide on the confidentiality of a document.

Agreements on Deactivations

Two agreements have been signed on the regulation of deactivations and suspensions. The first agreement was signed in the delivery sector and is entitled “accord encadrant les modalités de rupture des relations commerciales entre les travailleurs indépendants et les plateformes de mise en relation”. It was signed on 20 April 2023 (and approved by the ARPE on 10 July 2023) by:

→ For the platforms’ representatives: API
→ For the workers’ representatives: UNION-Indépendants and FNAE

A similar agreement, also covering the termination of commercial relations, was signed on 19 September 2023 in the ride-hailing sector (and approved on 13 November 2023). It is titled “Accord relatif à la transparence du fonctionnement des centrales de réservation de VTC et aux conditions de suspension et résiliation des services de mise en relation”. In addition to provisions on the termination of commercial relations, this agreement contains provisions requiring platforms to provide certain information on the functioning of the platform. It was signed by:

→ For the platforms’ representatives: API and FFTPR
→ For the workers’ representatives: FNAE, CFTC, UNSA, AVF and UNION-Indépendants

Both agreements use the same definition of “deactivation” (or “termination” in the agreement on drivers). This refers to the termination of commercial relations at the initiative of a platform. The agreements also provide for the possibility for the platform to suspend a driver's account and distinguish between three different types of suspension:

- Suspension as a precautionary measure, i.e. pending a decision by the platform either to terminate the relationship with the driver or to suspend it temporarily;
- Suspension for compliance, when it is established that a worker has submitted a non-compliant document or when the document submitted has expired. In this case, the platform suspends the worker's account until a compliant document is produced;
- Temporary suspension in certain cases of non-compliance with contractual obligations by the worker;

The rules on deactivation are strongly inspired by disciplinary law and, more specifically, by the law on dismissal applicable to employees. However, they are not as strong as the protections provided by labour law governing dismissal procedures. Indeed, these legislations are made to protect workers against unfair dismissal and to take into account the de facto inequality that exists in the employment relationship. Thus, under labour law, all employees are entitled to a prior hearing and the timetable for the procedure is precisely laid down by law. All employees also have the right to be accompanied by a worker’s representative at this prior hearing. The provisions of these two agreements are much less protective than labour law.

Furthermore, while some of the provisions of the agreement create obligations for platforms, many of the

provisions are more in the nature of guidelines. For example, the agreement covering the ride-hailing sector, states that platforms must put in place a reactivation procedure, subject to certain conditions, but the entire procedure is then freely determined by each platform. Furthermore, many articles in these agreements merely reiterate existing legal provisions. The provisions contained in the agreement for the ride-hailing sector are more specific and more protective than those for delivery workers, in that the agreement provides for compensation in the event of unfair suspension.

Provisions preventing abusive deactivations

These two agreements provide a number of safeguards to prevent abusive deactivations. For example, any deactivation must be reviewed by a human being before the decision is made. A deactivation must not result from an automated decision.

Platforms must also inform their workers of the conditions under which their accounts may be suspended or deactivated. They must also inform them of the procedure in place in the event of a suspension or deactivation and of their right to submit observations and to appeal the decision taken.

For the ride-hailing sector, the agreement also provides for a form of statute of limitations. Thus, in order to deactivate or suspend a ride-hailing driver's account, a platform must be able to cite facts that occurred within the three years prior to the decision. While the platform is not prohibited from referencing incidents that occurred more than three years prior, it may not deactivate or suspend a driver's account solely on the basis of such events.

Creating a non-exhaustive list of cases that may lead to deactivation or suspension

Both agreements provide a list of situations that may lead to deactivation. These situations are grouped by category, according to their severity. This is similar to dismissal rules in employment law, which classify different types of misconduct: misconduct, simple misconduct, serious misconduct and gross misconduct. These different types of misconduct lead to different penalties. Both agreements provide for the following types of “misconduct”:

- “Incidents” attributed to workers: these include acts of physical or verbal violence committed by a worker
- Account sharing
- Fraud (deliberate increase in the price of the journey by drivers, claiming to have delivered an order when the worker has not made the delivery, etc).
- Expiration or non-compliance of documents necessary for the performance of the activity (work permit, etc.).
- For drivers, poor service quality is also cited as a reason for deactivation.

Setting up the procedure of deactivation

Both agreements stipulate that before any deactivation, platforms must inform their workers of the possibility of a termination of commercial relations, presenting the alleged facts. Workers then have a period of time (which varies depending on the type of misconduct and the sector) to present their observations and defend themselves against the platform's accusations.

Although the agreements are based on dismissal law, they do not create a right to be accompanied by a trade union representative during the dismissal procedure, contrary to what is provided for in traditional disciplinary law. Each platform is given the opportunity to determine “the role of workers representative organisations in supporting drivers”. There is provision about being helped by a representative in the delivery sector agreement. Once all these steps have been completed, the platform decides whether to terminate the commercial relationship or not.

Establishing an appeal procedure against deactivations

The agreements also provide for a "second chance" procedure allowing workers to request a reinstatement after deactivation. Both agreements provide guidelines for these appeal options, while leaving leeway for each platform to determine the specific procedure to follow.

The agreement for ride-hailing drivers provides that platforms may set up reactivation committees to examine these appeals.

Some trade unions doubt the relevance and the efficiency of these procedures, given that the request for reactivation is reviewed again by the platform, suggesting that there is little chance that the platform will reverse its decision (except if it was an abusive deactivation, which should not have happened in the first place). Moreover, no clear deadlines to process the answers or compensations (in the case of delivery riders) were fixed.

The introduction of compensation for ride-hailing drivers in the event of unfair account suspension

For the ride-hailing sector, a principle of compensation for drivers is introduced in the event of unjustified account suspension. There are two distinct situations:

- Suspensions resulting from a clear error on the part of the platform. Each platform is free to determine what constitutes a clear error ("erreur manifeste" in French).
- Suspensions as a precautionary measure if the investigation of the facts does not ultimately lead to the termination of the private hire driver's contract.

In both cases, the platform must pay compensation. The amount, for each day of suspension, is equal to the average daily income earned by the driver during the twelve weeks preceding the suspension. This compensation can only be paid for a maximum of 30 days. Each platform is free to determine the suspension period after which this compensation is due.

Improving the transparency relating to the functioning of the ride-hailing platforms

The agreement covering the ride-hailing sector also includes provisions on the transparency of platform operations. Platforms undertake to provide drivers with certain information.

This includes:

- The impact of cancellation rates or customer ratings on the price of rides
- The terms and conditions for offering rides
- The terms and conditions for setting rides prices

These are certainly important points, but they are limited to this list. There is no obligation to provide information on the general functioning of the platforms, nor is there any obligation to provide information on the platform's algorithm. The agreement also does not provide for the right to training on new issues relating to personal data or algorithms for representatives of platform workers, making it more difficult to negotiate on these issues.

The 3 agreements of the ride-hailing sector

In the private hire vehicle sector, three agreements have been negotiated concerning the income of private hire vehicle drivers: (i) a first agreement on a minimum price per ride; (ii) a second agreement on improving income, providing for a minimum hourly rate; (iii) a third agreement aimed at strengthening freedom of choice of ride.

Agreement setting up a minimum price per ride

This agreement was signed on 18 January 2023, (and approved by the ARPE on 17 March 2023). It bears the title “Accord du 18 janvier 2023 créant un revenu minimal par course dans le secteur des plateformes VTC”. It was revised twice (in December 2023 and April 2024), which led to an increase of the minimum price paid per ride. These two revision agreements were also approved by the ARPE, and, by so, extended to all workers from the ride-hailing sector.

This agreement was signed:

→ By both platforms’ representatives: API and FFTPR;
→ By the workers’ representatives: AVF; FNAE; la CFTC et l’UNSA.

This agreement sets a minimum price per trip, which is currently € 9 per trip. Initially, the amount was € 7.65 per trip, which was below the minimum prices of every platform, except for Uber, which had a minimum price of € 6 per ride.

The agreement does not define what constitutes a ride and does not address the subtleties of this type of commercial relationship. Neither approach times nor waiting times are taken into account. Furthermore, in the event of unforeseen circumstances, this minimum does not apply. Thus, if a driver is unable to make a journey due to an accident, they do not receive this minimum sum.

The lack of transparency regarding how prices are set (payment of commissions, etc.) makes it difficult to analyse the relevance of this amount. The diversity of drivers' expenses (depending on the type of vehicle, type of fuel, etc.) also makes it difficult to determine the margin achieved with this minimum income per journey.

This price does not vary according to the duration or number of kilometres travelled, which has been widely criticised by representatives of non-signatory workers. This meant that if, due to an accident, the journey ultimately took an hour and a half, the price was still € 9, which is well below the minimum wage. As a result, a new agreement was signed on a minimum hourly rate.

Agreement to improve drivers’ income

Another agreement relating to incomes was signed on 19 December 2023 (and approved by the ARPE on 19 March 2024). It is known as “Accord pour l’amélioration des revenus des chauffeurs VTC indépendants ayant recours à une plateforme de mise en relation”. It was revised by a new agreement on 2 April 2024 (and approved on 25 June 2024).

The agreements were signed:

- On behalf of the platforms: API and FFTPR
- On behalf of the workers: AVF, CFTC and UNSA

The agreement provides for a minimum hourly income of € 30 net with € 1 guaranteed income per km. The time taken into account starts from the moment the driver accepts the journey until the customer is dropped off.

This amount of € 30/hour net does not account for the vehicle size, fuel consumption or insurance costs. This does not guarantee decent pay for private hire drivers, as their fixed costs can vary considerably depending on these factors.

Furthermore, an analysis by a trade union has shown that in order to cover all the costs of a private hire

driver, the minimum hourly wage should be € 40 per hour[10]. The major trade union also contested the agreement and refuse to sign.

Agreement strengthening the freedom of choice of rides for ride-hailing drivers

This agreement was signed on 19 December 2023 and is titled “Accord du 19 décembre 2023 renforçant la liberté de choix de leurs courses par les chauffeurs VTC ayant recours à une plateforme de mise en relation”.

It was signed:

- On behalf of the platforms: API
- On behalf of the workers: AVF and CFTC.

AVF was the main organisation representing workers, and together with the support of the CFTC, they accounted for 51% of the votes. The remaining five worker representatives did not join the agreement. This agreement allows drivers to set filters so that they are only offered rides that match their chosen price per kilometre. It does not affect ride prices but simply offers ride-hailing drivers the option of only seeing rides that match their price criteria.

It should be noted that only the Uber platform had the capacity to implement such a system and that, in order to comply with the agreement, other platforms would have had to implement a costly system.

This agreement has not been approved by the ARPE for the whole sector. The ARPE referred the matter to the Competition Authority to determine whether it was appropriate for the agreement to be approved. The ARPE may decide not to approve an agreement if it unduly restricts free competition.

The Competition Authority considered that this agreement, by providing for the implementation of this system, does not in itself restrict free competition, but that “many questions remain unanswered. As things stand, it is impossible to say whether the acquisition of such a system could constitute a factor of exclusion or whether it would actually improve the working conditions of independent ride-hailing drivers. Consequently, the Authority states that, before approving the agreement, it would be appropriate to “carry out a thorough preliminary impact assessment of the economic, social and financial consequences”[11].

Despite all these agreements on the income of platform workers, protests are still happening. For example, a major protest was organised in November 2024 to protest against Uber's new fares[12]. Furthermore, the ARPE study shows that major platforms such as Heetch, Uber and Bolt saw their hourly revenues decline between 2021 and 2024 (ARPE, 2025b).

The last agreements signed in the delivery sector

Two last agreements were signed in the delivery sector, covering a minimum income per hour worked and discrimination matters.

Agreement on a guaranteed minimum income per hour worked

This agreement was signed on 20 April 2023 and approved on 28 August 2023 (and, by so, is applicable to all workers doing deliveries through an app). It was signed:

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10 https://union-independants.fr/projet-accord-vtc-on-vous-donne-la-parole

11 https://www.autoritedelaconcurrence.fr/fr/communiques-de-presse/consultee-pour-la-premiere-fois-la-demande-de-lautorite-des-relations

12 https://rmc.bfmtv.com/actualites/societe/transports/des-chauffeurs-vtc-organisent-une-operation-escargot-depuis-roissy-pour-denoncer-les-tarifs-d-uber_AN-202411120629.htm

- On behalf of the platforms: API
- On behalf of the workers: FNAE (the main workers representative)

The agreement provides for a minimum hourly wage (gross) of € 11.75 per hour worked. In practice, this means that when the income paid by the platform does not reach this amount, a differential supplement is paid in the following month. This amount will be reviewed annually. It has not changed since the agreement was signed on 20 April 2023.

Working time includes the period between accepting a delivery offer and delivering it to the final client. The agreement also includes a provision aimed at "enabling delivery riders' to increase their income through better knowledge of demand". To this end, platforms will have to offer a tool that indicates in real time the geographical areas where high demand is observed. "This information enables independent delivery riders' who so wish to go to these areas' in order to potentially generate higher income".

Welcomed by the platforms and the French government, this agreement has been much less favourably received by workers and their representatives (other than the FNAE, which is a signatory to the agreement). This is because the minimum hourly wage (which is very close to the gross minimum hourly wage set on 1 May 2023, which was € 11.52 gross per hour) did not guarantee an improvement in delivery riders' incomes. On the contrary, according to ARPE's statistical analysis (2025c), "inflation-adjusted hourly income (excluding waiting time)" fell for all platforms between 2021 and 2024. Furthermore, the calculation of working time does not include waiting time, even though this constitutes a very significant part of platform workers' activity. In addition, waiting times have increased significantly for three out of four platforms (2025c).

Agreement to tackle all forms of discrimination on platforms

The last common agreement was signed on 7 May 2024, to tackle all forms of discriminations. It was approved for the whole sector of delivery on 26 July 2024.

It was signed:

- On behalf of the platforms: API
- On behalf of the workers: FNAE, UNION-Indépendants, Sud-Commerces

Referring to the general law prohibiting discrimination, it establishes preventive measures as well as protective measures for workers who are victims of discrimination. In terms of prevention, it provides for the creation of a discrimination observatory responsible for conducting studies to gain a better understanding of the discrimination faced by delivery riders. The observatory is not a new structure; it will operate within the dedicated time allocated to the joint commission of the parties. The agreement also provides for the distribution of an awareness-raising guide on combating discrimination by the platforms to their various users (restaurateurs, delivery riders, clients).

To protect delivery riders in the event of discrimination, the agreement establishes an alert system designed for them. The platforms then undertook to begin investigating the report and to contact the delivery rider within 36 hours of the driver alerting the platform. Furthermore, the agreement prohibits the platform from penalising a delivery rider for reporting discrimination. If discrimination is proven, the platform must take appropriate measures against its users who committed the discrimination. These measures may include the suspension of the contractual relationship.

If the account of the delivery rider who made the report has been suspended in connection with the same order due to a report by another user, the delivery rider may request compensation from the platform (only if the platform has not terminated their contractual relationship). The delivery rider may receive compensation for each day of suspension (up to a maximum of 30 days). The daily amount of compensation

is equal to the average daily income earned during the 12 weeks preceding the suspension. Each platform then determines:

- The method for calculating the duration of the suspension for which compensation is due;
- The maximum period during which the independent rider may submit a request for compensation;
- The deadline for payment of compensation.

This was the only agreement signed by Sud-Commerces, as it closely aligned with their long-standing commitment to defending undocumented workers, despite ongoing doubts about its practical implementation.

Conclusions

The French framework for social dialogue in the platform economy represents a different attempt to regulate the working conditions of self-employed digital workers. With the establishment of the *Autorité des relations sociales des plateformes d'emploi* and the organisation of sectoral elections, the state has institutionalised a form of collective bargaining for mobility platform workers. Yet this model reveals significant tensions between law, regulatory ambition, and the socio-political dynamics of social dialogue and collective bargaining.

Despite its novelty, the framework was not able to deliver substantial improvements in working conditions. No new agreement has been reached since the May 2024 elections, even though negotiations have taken place through bilateral meetings and mixed commissions. According to public officials and trade unions, platform companies have not offered any compromise that responds to unions' claims or upholds the spirit of dialogue. Government efforts to relaunch discussions have had limited impact, revealing the fragility of a model artificially created and in charge of providing for the rights of platform workers to compensate for the lack of legal provisions.

Beyond these setbacks, the social dialogue landscape has evolved. Trade unions have gained experience, forged new alliances, and begun producing their own data to address the information asymmetries that has historically favoured platforms. The electoral process, however, still leaves many workers out—particularly food delivery riders—due to eligibility constraints, low turnout, and the structural precarity of platform work. Even financial support for elected worker representatives has not ensured stable and inclusive participation.

These challenges underscore the structural limitations of the model. ARPE's authority is confined to mobility sectors and self-employed workers, excluding undocumented or informally engaged platform labourers. This raises critical questions about the role of law in legitimising a form of social dialogue that, while formalised, remains largely state-engineered. As Barbara Palli (2023) has shown, the state created both the representational architecture and the rules of engagement, without the organic development seen in traditional labour relations. The first agreements were concluded by various self-appointed representatives before any genuine process of recognition or negotiation emerged. The very structure of ARPE reflects an effort to institutionalise a sectoral dialogue without threatening the self-employed status that underpins the platform business model.

These national developments unfolded in parallel to negotiations at the European level. The adoption of the EU Platform Work Directive in February 2024 has created further tension. By introducing a presumption of employment based on indicators of control, the directive challenges France's insistence on self-employment. Its transposition into French law could reinforce domestic jurisprudence that already points

toward reclassification, notably in the case of ride-hailing drivers. If this legal trend consolidates, the framework for collective bargaining under ARPE may be fundamentally restructured or rendered obsolete.

In this context, the relationship between law, regulatory instruments, and social dialogue is both complementary and conflictual. The French model has privileged a contractual, sector-based solution over statutory reclassification. Yet without robust enforcement mechanisms and broader legal rights, this form of dialogue risks remaining symbolic. By contrast, the EU directive pushes toward a reassertion of labour law protections grounded in employment status.

ARPE's strategic orientations for 2025–2028 seek to respond to this uncertain landscape. Its priorities include enhancing its role in monitoring agreements, disseminating information, and engaging with local authorities. A territorially anchored approach may help re-legitimise democratic practices in a sector long marked by opacity and fragmentation. Yet this ambition depends on restoring ARPE's institutional capacity and clarifying its legal mandate.

Ultimately, the case of platform work in France shows that social dialogue cannot substitute for regulation, but neither can regulation succeed without institutional frameworks for negotiation. The coming years will determine whether France can reconcile these dimensions—or whether the tension between them will further fragment the governance of digital labour.

3. The collection and use of workers data by digital labour platforms

Data request procedures and uses of the GDPR

To obtain access to their personal data, workers must make a request to the platform. According to Article 15 of the GDPR, the latter are obliged to “provide a copy of the personal data undergoing processing. For any further copies requested by the data subject, the controller may charge a reasonable fee based on administrative costs. Where the data subject makes the request by electronic means, and unless otherwise requested by the data subject, the information shall be provided in a commonly used electronic form”. Article 15 also obliges platforms to inform users about the nature of the personal data collected, how it is processed and stored, and whether it has been transferred to a third party.

For reasons of feasibility, the French section of GDPower has focused on ride-hailing (VTC) drivers operating on the Bolt and Uber platforms[13], and on delivery riders operating on the Uber Eats, Deliveroo and Stuart platforms. The data access procedures on all these platforms are, in theory, quite similar. For example, workers have the option of making a "personal data access request" directly through the app (Uber, Bolt, Stuart), by sending a request by mail to the platform (all), or by email to the address of the platform's Data Protection Officer (DPO) (all). All platforms have a page indicating users' rights and how to enforce them. However, experience in the field shows that enforcing these rights is sometimes complicated (see below).

We have found no trace in the French context of a history of users mobilising Article 15 of the GDPR to gain access to their data in a context of platform work or even work in the broader sense. Most complaints based on the GDPR are made in connection with other articles (notably those relating to respect for user consent - this is the case with complaints relating to advertising cookies, for example, or failure to comply with the principle of “legitimate reason” justifying collection). While no large-scale coordinated action has been identified, the French supervisory authority (the Commission Nationale Informatique et Libertés - CNIL) has reported complaints of non-compliance with Article 15 access requests made by individuals against companies, without naming them[14]. The existence of these complaints, and the related control procedures, demonstrate both that the article is mobilised by the public, and that respect for users' rights is sometimes not taken into account by companies.

13 Some drivers sent requests to Heetch but they only received a wrong address return by the mail.

14 See https://www.cnil.fr/fr/droit-dacces-bilan-des-controles-de-la-cnil-dans-le-cadre-dune-action-coordonnee-europeenne

Difficulties encountered when requesting access to data:

The difficulties in accessing data described by the workers interviewed fall into three main categories.

Difficulties linked to the complexity of the language used or the procedures:

Firstly, despite the presence of pages describing users' rights on platform sites, most workers are unaware of their rights, of the GDPR, and overwhelmingly have an abstract representation of what constitutes personal data. The respondents participating in the survey thus made their first request for personal data within workshops, co-organised by the researchers and the Force Ouvrière trade union and meetings organised by CoopCycle and the Maison des livreurs (Paris) and the Maison des coursiers (Bordeaux). Most of them became aware of their rights of access to their data as part of their participation in the project. The latter being conditional on our request for access being relayed by players close to the workers, identified by them, notably union representatives, who are highly engaged in the field.

Respondents' consent to take part in the survey - and to request access to their personal data - was thus linked to a major effort to clarify the interest - for workers - of carrying out the process. This communication work was carried out jointly by the researchers and the project's trade union partners, notably through the production of popularised, accessible formats: video capsules, information meetings. Despite this popularisation stage, the effective realisation of workers' right of access to their data required considerable follow-up work on the part of both researchers and trade unionists. Indeed, in addition to the difficulties posed by the platforms themselves, detailed below, some of the workers experienced difficulties in making the initial request (understanding where to send the request, for example, or in what form). The process was not made any easier by the often vague information made available by the platforms on their websites (absence of a DPO contact address for Uber, for example, or absence of a postal address specifically dedicated to requests for all platforms)

We also decided to provide respondents with a set of “ready-to-use” letter templates, to make it easier for them to apply to the various platforms. This step was crucial, as the respondents were unfamiliar with the legal and formal jargon used by the platforms, and drafting the letters was a major stumbling block.

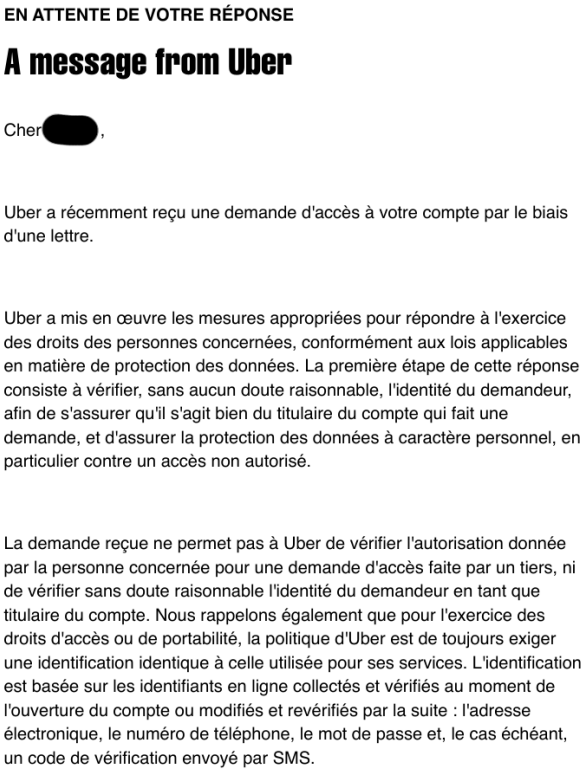
These difficulties were compounded by a lack of understanding of what was meant by “data”, and of the formats in which it could be presented. Respondents repeatedly sent us various sets of documents (invoices, activity statements, screenshots of the application, etc.), asking us to “process their data”. They also almost systematically asked us to assess the completeness of the datasets sent by the platforms.

Challenges posed by platforms:

Over and above the difficulties encountered by workers when requesting access to data, a significant number of difficulties in accessing the right data came from the platforms themselves. Firstly, some respondents had their requests for access refused, notably for suspicion of “requesting via a third party”, or following the “impossibility of verifying the identity of the requester”. Some received messages via the application asking them to verify their identity, but with a very short response time, beyond which their access request was closed, obliging them to start the procedure all over again.

Others received automatic messages asking them to formulate their request via a new “conversation” within the application, resulting in additional delays and a feeling of frustration among our respondents.

Figure 3. Message from Uber to a worker's GDPR request



EN ATTENTE DE VOTRE RÉPONSE

A message from Uber

Cher [redacted],

Uber a récemment reçu une demande d'accès à votre compte par le biais d'une lettre.

Uber a mis en œuvre les mesures appropriées pour répondre à l'exercice des droits des personnes concernées, conformément aux lois applicables en matière de protection des données. La première étape de cette réponse consiste à vérifier, sans aucun doute raisonnable, l'identité du demandeur, afin de s'assurer qu'il s'agit bien du titulaire du compte qui fait une demande, et d'assurer la protection des données à caractère personnel, en particulier contre un accès non autorisé.

La demande reçue ne permet pas à Uber de vérifier l'autorisation donnée par la personne concernée pour une demande d'accès faite par un tiers, ni de vérifier sans doute raisonnable l'identité du demandeur en tant que titulaire du compte. Nous rappelons également que pour l'exercice des droits d'accès ou de portabilité, la politique d'Uber est de toujours exiger une identification identique à celle utilisée pour ses services. L'identification est basée sur les identifiants en ligne collectés et vérifiés au moment de l'ouverture du compte ou modifiés et revérifiés par la suite : l'adresse électronique, le numéro de téléphone, le mot de passe et, le cas échéant, un code de vérification envoyé par SMS.

Example of a letter from Uber refusing to send personal data to a driver, following a request for access to data under Article 15 of the GDPR, on the grounds that it was 'impossible" to verify the driver's identity'.

Response times from the platforms were also extremely variable, even within the same platform. Some datasets were thus sent within 2 weeks, while others are still being processed, despite the obligation to process requests within one month included in the GDPR.

When datasets were sent to workers, they were moreover frequently incomplete, with completion rates varying from one worker to another. Platforms sometimes arguing that the files describing a large volume of data were limited to a recent period (often the 30 days preceding the request), or not providing any justification as to the fragmented aspect of the datasets. In the case of Uber (including Uber eat), we also found that the datasets were not the same, depending on the channel used for the request. Thus, requests made on the app were almost systematically in a different and comparatively very reduced format compared to the data obtained following the sending of a letter by post. Some requests for additional data have still not been executed.

It is particularly important here to note once again the very wide disparity in the processing of requests, sometimes within the same platform. This disparity in processing caused our respondents a feeling of injustice and an impression of randomness in the procedure.

> *"Is this my personal data? You've got to be kidding me. 3 months of waiting for a few lines of discussion. My shopping data is missing. Journey, connection time, waiting time etc... I want them too. You've given me absolutely nothing. (Extract of communications between a Bolt driver and the platform, after sending a partial data set despite multiple reminders.)*

Platform representatives who agreed to take part in the focus groups systematically downplayed the extent

of the difficulties encountered by users in exercising their rights. They also stressed the difficulty and technical “burden” of executing data access requests - for some platforms, datasets are composed manually for each request. The majority of these comments refer to technical problems, or to the interviewee's own lack of visibility of the details of internal procedures.

Difficulties in reading and using data sets:

The last category of difficulty relates to the nature and form of the data sets communicated to the workers. In all cases, the respondents were unable to use or even read the data communicated. Indeed, the data sets are communicated by the platforms in “raw” form, i.e. in the form of a multitude of data tables in csv format, accompanied by photos (for documents linked to workers' accounts: identity papers, vehicle registration documents, etc.). The datasets provided by Uber include over 40 table files, each capable of describing several thousand lines. Bolt's datasets provide a set of disaggregated tables, covering distinct periods and with disparate nomenclature.

As a result, the format of the data communicated is by nature very difficult to read, and the platforms do not provide a document summarising the content of the datasets, or visualisations enabling better understanding. As a result, respondents systematically asked us to “translate” their datasets upon receipt. This translation phase limits the workers' ability to grasp their data autonomously.

Data collected and field feedback

Due to the difficulties encountered, data collection was mainly carried out during project presentation sessions with workers, organised in collaboration with the Force Ouvrière trade union, a partner in the study. The workshops took place in two stages: first, a general presentation of the project, and more specifically of what personal data is, was given. Secondly, support was offered to workers wishing to submit a personal data access request to the platforms. Model letters were made available for the main platforms involved. Two workshops were organised for drivers, and one for delivery personnel.

The two workshops organised for drivers worked well, allowing on the one hand to mobilise a relatively large number of drivers (15 for the first, 9 for the second), and to collect - despite the difficulties described above - 61 GDPR files from the Uber platform, and 8 GDPR files from the Bolt platform. A feedback session was organised, to help drivers “make sense” of their data, and collect their feedback, bringing together 9 drivers.

The workshop organised for delivery riders, on the other hand, involved only highly committed players, who were themselves union members. Several explanatory factors can be mobilised to try and understand the differences between drivers and delivery personnel. Firstly, the socio-demographic characteristics of the two groups are very different. Overall, drivers seem to have been in work longer, and on average older, than delivery riders (among our respondents, the average age of drivers was 46.64, compared with 31.33 for delivery riders). Secondly, turnover among delivery riders seems to be very high. Although it is impossible to obtain reliable and representative figures without the help of the platforms, some union representatives have mentioned an average length of employment for a delivery rider of three months. This particularly low length of employment partly explains the difficulty of mobilising delivery personnel in collective bargaining. The proportion of foreign workers, including those illegally resident in France and therefore presumably without work permits, also appears to be very high. Here too, reliable figures are hard to come by, but some union representatives put the figure at between 50% and 70% of the total number of delivery riders. The majority of these workers sublet “legal” accounts to holders of work permits allowing them to register on the platforms.

According to our interpretation, these differences between the two populations can be explained by several factors. Firstly, the cost of entry is higher for drivers than for delivery personnel. Access to the profession is limited and conditional on obtaining a professional card, awarded after training. Drivers also need to have their own vehicle, whether bought or rented, along with professional insurance.

> *"To be a chauffeur, you need a car, insurance, a business card, training and so on. To be a delivery rider, you get on a bike and off you go." (Union leader during a day of collective mobilisation, 2025)*

Hourly pay is on average higher for drivers than for delivery personnel, but, as we have seen, the entry cost to become a delivery rider is lower. As a result, delivery riders are more likely to come from the most precarious backgrounds, while chauffeurs are more likely to be former wage earners with a small start-up capital. These differences also affect the solidification of a shared professional identity. This fact, combined with low pay and poor working conditions, explains why it is so difficult, even for trade unions, to build a lasting collective among delivery riders, capable of influencing collective bargaining.

This difficulty is reflected in lower participation in the survey. The vast majority of participating drivers are linked to a union, without necessarily being affiliated. They have a clear set of expectations of the project, guided by broader social demands. Many of them intend to engage in a legal struggle with the platforms, to obtain recognition of the subordinate nature of their professional relationship with the platforms, and thus obtain a reclassification of their service contract as an employment contract, conferring on them the status of employee. The participating delivery riders are all union representatives, who struggle to mobilise more than a small, highly committed core.

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

In addition to the data collected from the workers during the workshops, a set of qualitative data was collected from the platforms, during two focus groups, carried out with the two bodies federating the platforms operating in France, and having negotiating power with ARPE:

- L'Association des Plateformes d'Indépendants (API), whose members are: Uber, Uber Eats , CaoCao, Stuart and Deliveroo.
- La Fédération Française du Transport de Personnes sur Réservation (FFTPR), whose members include - among others - the Heetch and Bolt platforms, as well as smaller players in the VTC sector.

Lastly, data was collected through interviews with union representatives, whether or not they sit on collective bargaining bodies, notably the Authority for Social Relations on Employment Platforms (ARPE), described above. Representatives of the following unions and employee associations were interviewed:

- Force Ouvrière (FO) : Drivers section and confederation.
- Confédération Générale du Travail (CGT) : Delivery workers section
- Union Indépendant
- Union VTC 06 83
- Fédération Nationale des Auto Entrepreneurs (FNAE)

Table 6 Summary of qualitative data

	Platforms corporate associations	Trade Unions	Associations (workers)	Workers	Regulatory instances
Focus Group	2	2 (3 different trade unions)		3	-
Interviews	-	5 (5 different trade unions)	2 semi-structured; ethnographic (Maison coursiers/livreurs/ Coopcycle)	-	1 (ARPE)

What data is being collected by digital labour platforms on workers?

The following list presents a synthesis of the data collected by food delivery (Uber Eats, Deliveroo, Stuart) and ride-hailing platforms (Uber, Bolt) from their workers in France, based exclusively on information disclosed through data access requests submitted under the General Data Protection Regulation (GDPR).

1) Data captured on the worker's personal characteristics (gender, nationality, age, union membership, etc.).

- Last name, first name, date of birth, gender (All), preferred pronouns (Uber)
- Copy of various administrative documents:
  - Identity card or residence permit (Uber, Uber Eats), VTC professional card, vehicle insurance certificate, vehicle registration document, driving license, company registration certificate (Uber, Bolt), proof of authorisation to work on French territory, proof of up-to-date fiscal situation (attestation de vigilance).

2) Data captured on the worker's wages.

For all the platforms studied, payment passes through the platform before being handed over to the driver. The information provided on payment statements is more or less detailed, depending on the platform.

- Uber, Uber Eats: Full details of financial transactions are provided to the driver: multiplication factor (surge) of the trip (depends on a non-detailed algorithmic calculation), share of payment linked to kilometres travelled, share of payment linked to trip time, share of invariable payment, commission charged by the platform (with rate), payments linked to various tolls and taxes, payments linked to the application of signed agreements on minimum remuneration (see below), payments linked to readjustment (upwards or downwards) of the trip fare, subsequent to validation.
- Bolt, Stuart: The amount paid to the driver per trip is given in aggregate, with no further details.
- Deliveroo: No payment data, but a pdf copy of invoices.
- No platform thinks in terms of “salary” or even “income”.

  In all cases, payment data is difficult to read from raw files. Additionally, drivers are quite familiar with their remuneration conditions, detailed by the platforms at the time of invoicing or directly in real time in the application.

3) Data captured on the number of times the worker has refused services.
- Uber, Uber Eats, Deliveroo, Bolt: Yes, both for proposals (before acceptance), and for cancellations (after the worker has accepted the ride).
- Stuart: No
- Bolt: Yes, both for proposals (before acceptance), and for cancellations (after acceptance by the worker). Also includes details of the acceptance rate for proposed trips.

4) Data captured on the worker's preferred slots.
- No platform captures data specifically on activity slots. They do, however, have data detailing worker activity, including connection times.

5) Data captured on the times he/she remains connected to the platform.
- All platforms collect detailed data on technical activity related to the application, including connection times.

6) Data captured on their connections to the platform during weekends or holidays.
- No platform specifically defines working hours on weekends and public holidays.

7) Data captured on commuting times.
- Uber, Uber Eats, Bolt: Planned and actual journey times are collected, in milliseconds, as are approach times and waiting times.
- Deliveroo: Data is collected in the form of timestamps (on arrival at the restaurant, on departure from the restaurant, on arrival at the customer's premises).
- Stuart: Data is collected in the form of timestamps, on order collection and delivery.

8) Data captured on commuting routes.
- All the platforms collect regular location “pings” via the application, which make it possible both to locate the worker in real time, and to retrace his or her route.
- Uber and Uber Eats also provide evidence in their datasets that this GPS data is used to adjust the fare a posteriori.
- As for the other platforms, the focus groups revealed that they also monitor workers' journeys, sometimes intervening live to correct the course if the route taken is deemed inefficient.

9) Data captured on the number of hours per day/week/month.
- No aggregated monthly or weekly data. Bolt is the only platform to offer, in addition to trip-by-trip data, an aggregated day-by-day, and week-by-week dataset.

10) Data captured on accidents at work.
- None of the worker files studied included accident data, but Uber and Uber Eats do collect a range of data related to road safety, including vehicle speed and speed limits in force for Uber, as well as harsh braking. Desk tickets and registered conversations may include information about accidents.

11) Data captured on incidents he/she has had with customers.
- All platforms collect all written conversations between customers and workers. Uber and Uber Eats also relay incidents reported to the driver (and keep track of them in the transcript of messages sent to the driver).
- All platforms also collect the feedback given to the worker by the customer (positive/negative or rating out of 5), as well as the associated comments.

What does platform' data reveal about the use of AI?

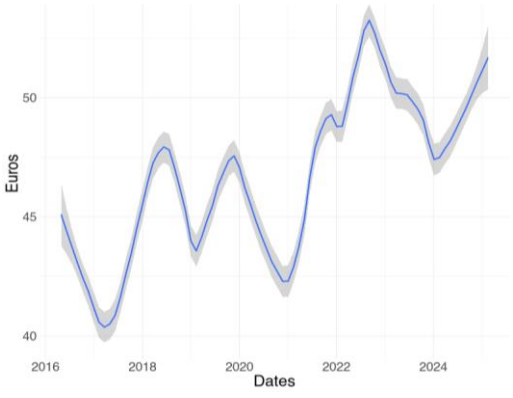
Overall, platforms do not provide any information about the processing of personal data sets. For example, we don't have access to the algorithms that make the data actionable, only to the raw data they take in. For example, we don't have access to the pricing algorithm for Uber, only to the different variables that go into the calculation (kilometres travelled, time, distance, geographical area). Nor do we have access to the algorithms that mark accounts for deactivation. We can only assume that these are based on data actually collected, such as the service cancellation rate, the overall rating given to the worker by the customer, or the differential between the scheduled delivery/pickup time and the actual delivery/pickup time. Moreover, the platforms did not dwell on the technical operation of their applications during the focus groups. Without access to the platforms' internal data, it is therefore impossible to reconstruct the various aspects of algorithmic management at work within them.

We do, however, have some information on the facial recognition system implemented by Uber (and extended to Uber Eats), used to verify the identity of the worker at the moment of taking up the job. The algorithm compares a photo of the driver's face taken on the spot, with the photo entered when registering on the platform. The data collected by the system (eye position, detection of glasses, etc.), as well as the degree of certainty that the two faces are the same, and the success or failure of the verification, are thus made available to the driver in his personal data. Whether or not a human has verified the automatic system's decision is also indicated. Delivery riders operating on Uber Eats report that this system regularly malfunctions when facial features are altered compared to the reference photo, leading to temporary account suspensions. One worker reported having his account suspended after growing a beard.

What does workers' data reveal about the nature of their labour?

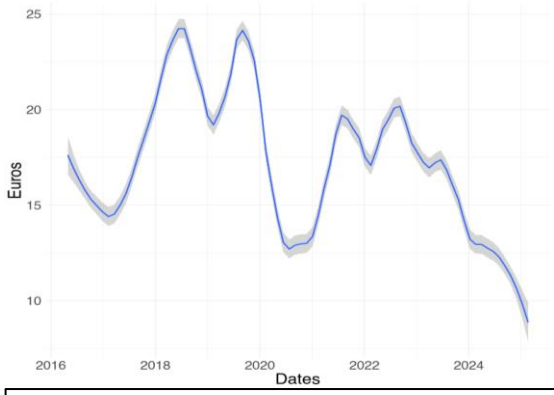
In both sectors, the data reveal that workers are highly dependent on the platforms, and have limited negotiating power. Workers do not set the fare, and platforms can adjust the fare a posteriori if they consider, for example, that the route taken by the worker was not the most efficient one for reaching the destination. Many of the messages appearing in the summary of exchanges between workers and platforms

Figure 4. Curve of hourly gross revenue driving a client



Note: 61 Uber drivers; 73033 observations (work-days)

Figure 5. Curve of hourly gross revenue online

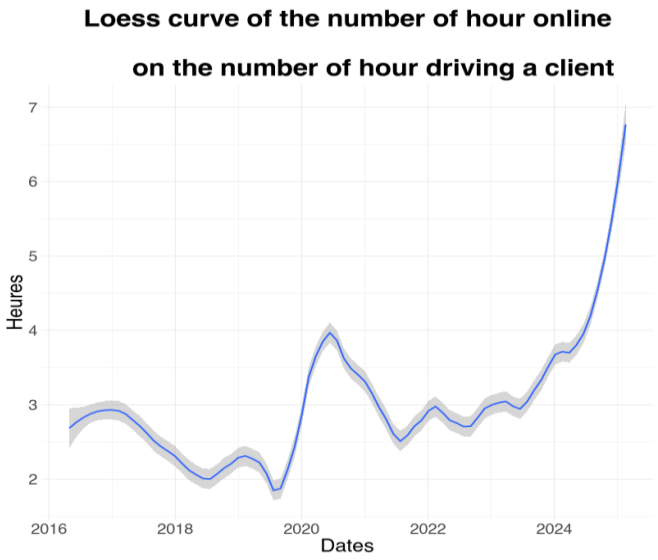


Note: 61 Uber drivers; 73033 observations (work-days)

are thus linked to a dispute over the adjustment of the fare. Drivers operating on the Uber platform thus lost an average of € 51 each over the period worked as a result of these adjustments. Overall, most of the

workers' demands raised during the workshops concerned the fare, which was perceived as falling sharply following the registration of a significant number of drivers in 2023 and 2024. In fact, the data reveal (see Figures 4, 5 and 6) a significant drop in hourly income, starting in 2022, from an average value of around € 20/hour to less than € 10/hour. This decline is mainly attributable to a sharp increase in waiting time between two services, while revenue per hour travelled increases over the period. Overall, this translates in stagnating total revenue per day (with a sharp decrease if we account for inflation over the period) and a 33% increase in worked hours (where the driver is connected to the app) after 2022 (from a mean of about 6 hours per day to 8 hours per day).

Figure 6. Curve of online hours on the number of hours driving a client



Note: 61 Uber drivers; 73033 observations (work-days)

In this context, adjustments to the fare and penalties (e.g. for poor grades) are seen as particularly arbitrary. The only negotiating leverage available to workers remains the refusal of drives whose remuneration is deemed too low. On the Whatsapp groups of the various collectives, workers regularly exchange screenshots of races deemed too low-paid. The integration of a large number of new workers in this context - according to a platform representative, the number of ride-hailing drivers operating in France is set to rise from around 50,000 in 2022 to around 70,000 in 2023 - contributes to pulling down remuneration, with the lowest-paid rides eventually finding takers, in a context of decreasing volume of work available per worker.

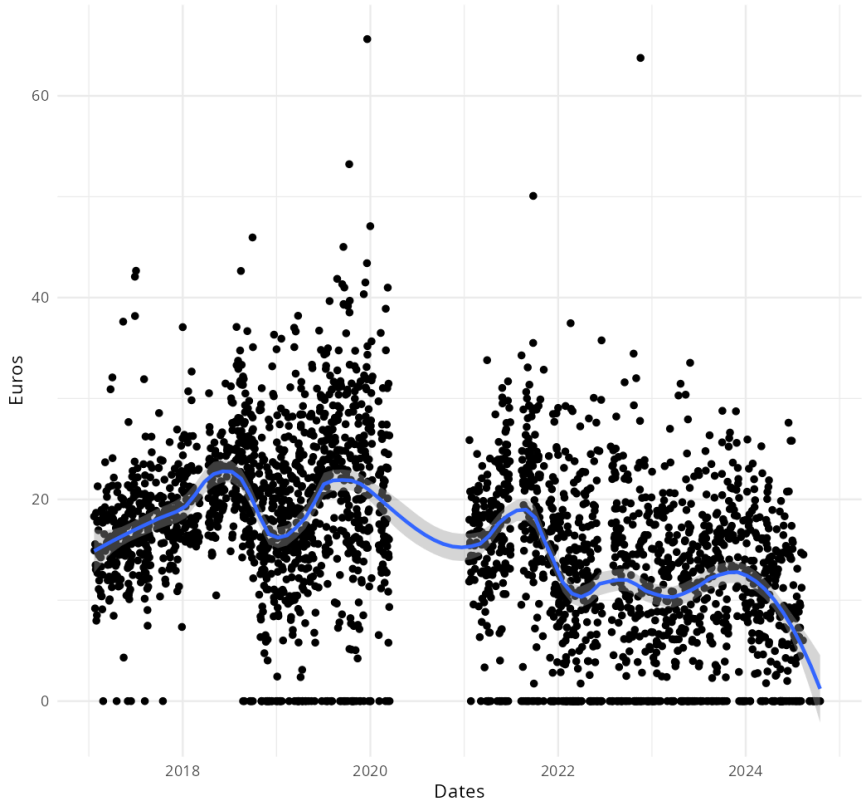
> *"I've noticed that business has really dropped off. There's a period before Covid and a period after Covid. For me, it's very different in terms of earnings." (VTC driver, feedback workshop, 2024)*

Beyond their dependence on platforms, however, the two activities differ quite radically. To address these differences, three case studies are proposed below, detailing the activity of an Uber driver, of an Uber Eats rider and that of two Deliveroo delivery riders.

Uber ride-hailing driver

The first case study describes the activity of a driver, registered on the Uber platform since 2017, and having worked just over 1,800 days since his registration, during which he completed 13,281 rides, and cancelled 747. He is connected on average 5h15 a day and performs his service over a shift and a half[15].

Figure 7. Uber driver. Hourly income trend, corrected for short-term irregularities



Note: One driver (N= 1), 13,281 completed rides (2017-2024).

Working time during a shift breaks down as follows: 55.8% of the time is spent driving with clients, 29.5% of the time waiting for clients, 14.6% of the time en route toward clients. He works an average of 22h15 a week, including 1h between 21h and 06h in the morning, and 1h30 on Sundays.

The driver generally works 5 to 6 days a week, with one or two variable days off, most often on Sundays. He makes just over 7 runs a day, generating € 146.68 in revenue, of which € 111.67 goes to the driver. On average, he earns € 21.34 per hour worked (online, logged in), or € 38.22 per hour of driving with a customer. The platform does not deduct any vehicle-related costs (maintenance, fuel, rental, etc.), but the tolls associated with the trips are billed to the customer.

His activity is almost constant over the period, except for a brief period in 2021, when he did not work. His

15 We define a ”shift” as a period of work, connected to the platform (logged in), without a voluntary disconnection.

average hourly income over the period mostly stagnates, and decreases toward 2024.

Figure 8. Revenue per connected hour, Uber driver

Note: Uber driver case study (N= 1), 1851 observations (days worked) (2017-2024).

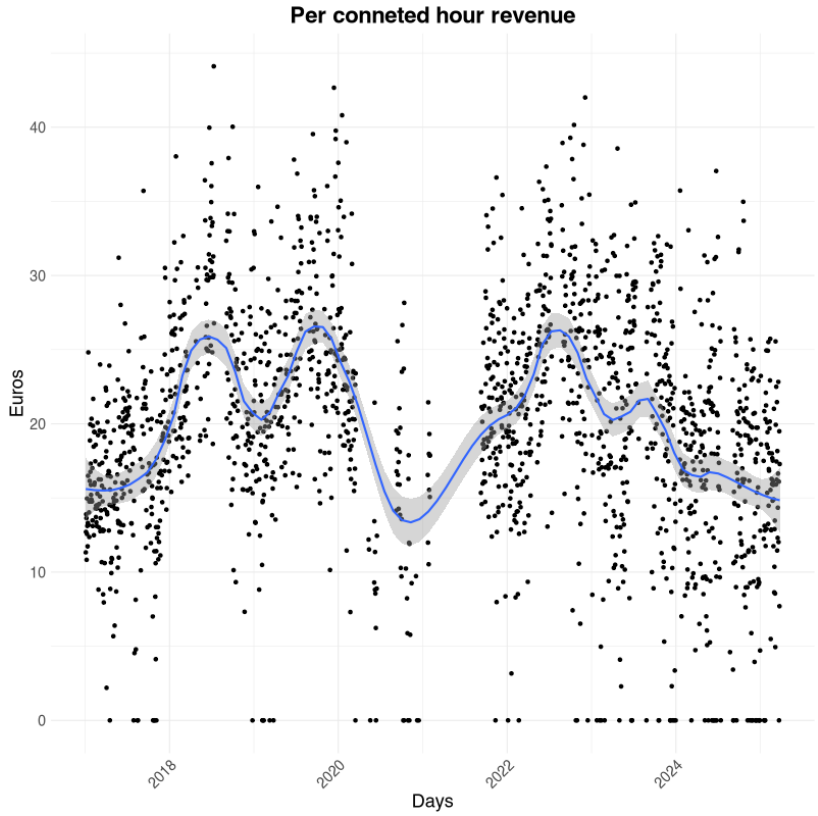
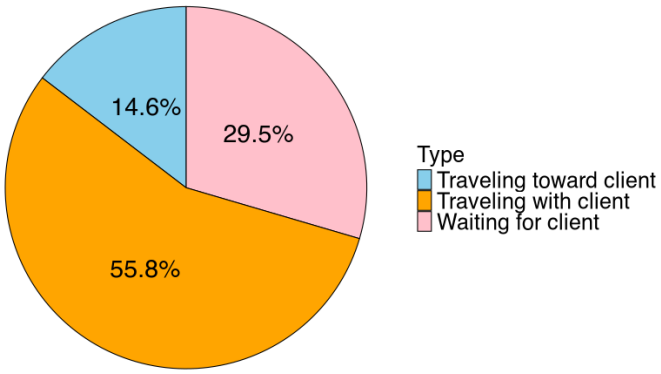
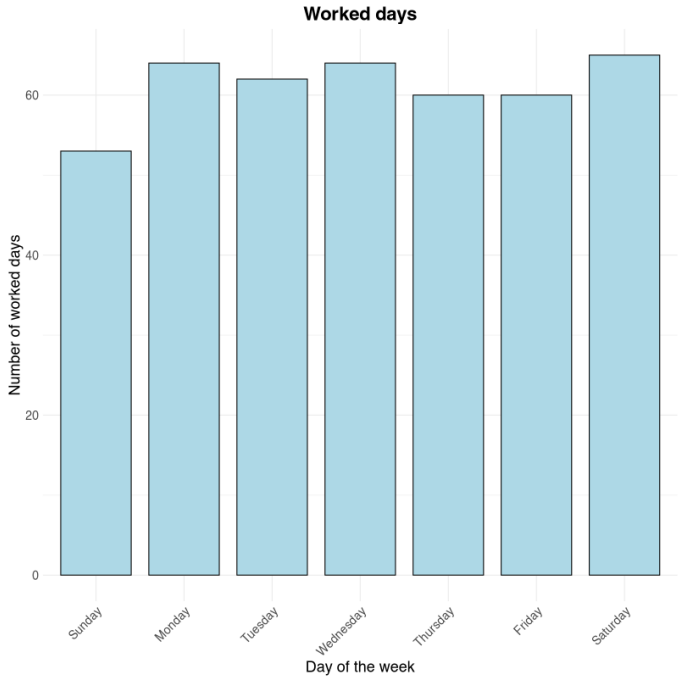


Figure 9. Working-time division cycle, Uber Driver



Note: Uber driver case study (N= 1), 1851 observations (days worked) (2017-2024). Working-time = logged in.

Figure 10. Number of worked days per weekday, Uber driver

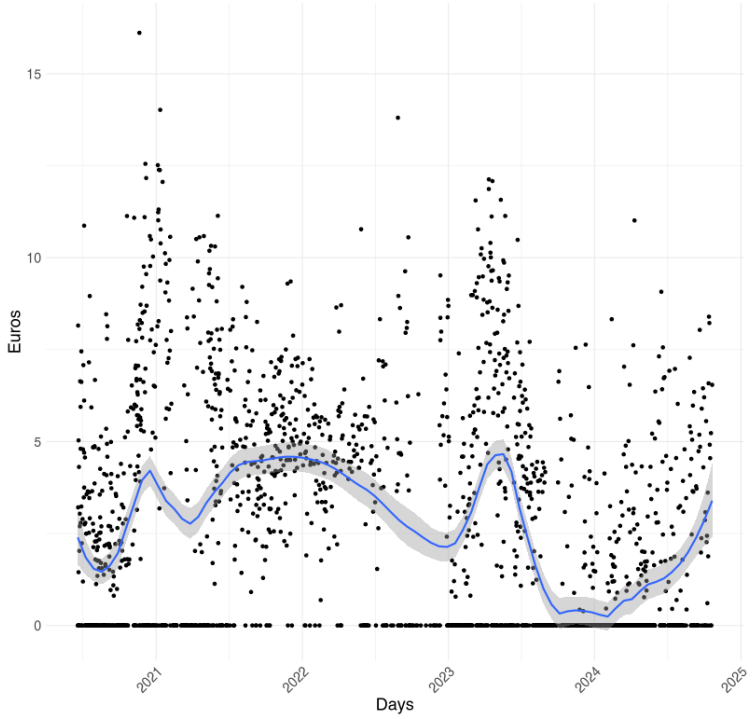


Note: Uber driver case study (N= 1), 1851 observations (days worked) (2017-2024)

Uber delivery rider

The second case describes the activity of a delivery rider, operating by bicycle via the meal delivery platform Uber Eats. He has been registered since June 2020, and has worked 1,322 days over the period. He works an average of 6.46 hours a day. His working time is split on average over two shifts (one at lunchtime, one at dinnertime), during which he spends 60.5% of the time waiting for orders, 12.8% of the time on short breaks (disconnection of less than an hour), 11.2% of the time en route to the charging point (restaurant), 11% of the time en route to the customer, and 4.5% of the time waiting in front of the charging point. He travels an average of 6.87km per shift, 90% of which is en route to the customer. During a shift, he completes an average of 3 errands, which earn him € 14 (which is entirely paid back to him, as the platform does not deduct any commission from the workers' income), giving an average hourly income of € 4.24, and an average income per hour spent on delivery of € 37.

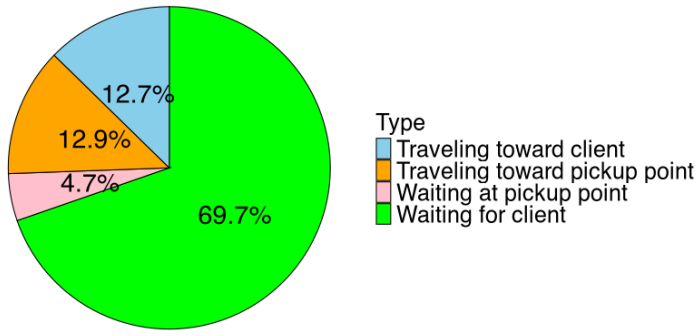
Figure 11. Uber Eats Rider case study, hourly revenue



Note: Uber Eats one rider case study – 1322 observations (days worked)

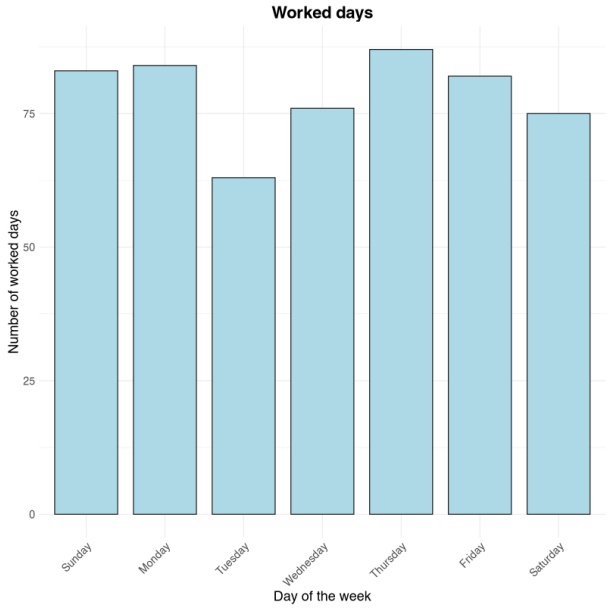
He works an average of 37h30 a week, including 4h at night and 5h on Sundays. He works an average of 7 days a week, for an average income of 158 euros/week. His activity is variable, alternating between periods of activity and periods of inactivity. Overall, his hourly income tends to stagnate over the period. He is also active on several platforms, which partly explains the importance of waiting time compared to connection time, even if actual waiting time remains high.

Figure 12. Working-time division cycle, Uber Eats Rider



Note: Uber Eats one rider case study – 1322 observations (days worked). Working-time = logged in.

Figure 13. Number of worked days per weekday, Uber Eats Rider

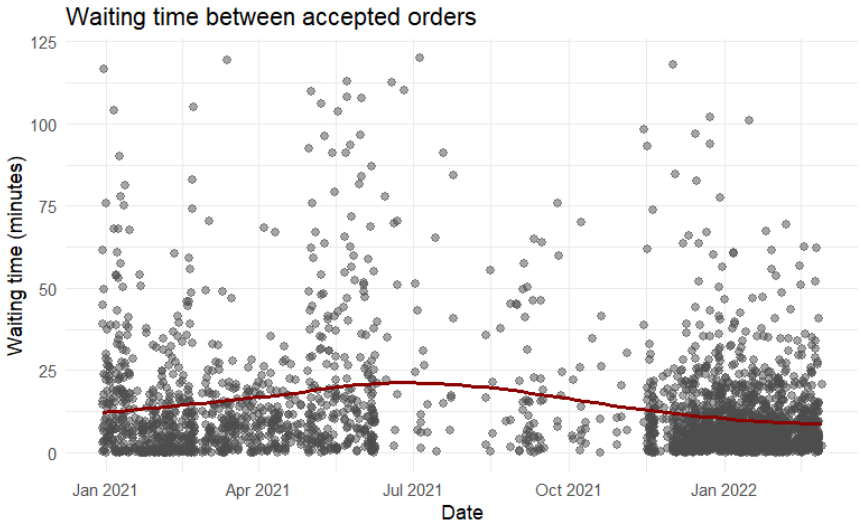


Note: Uber Eats one rider case study – 1322 observations (days worked)

Deliveroo Rider

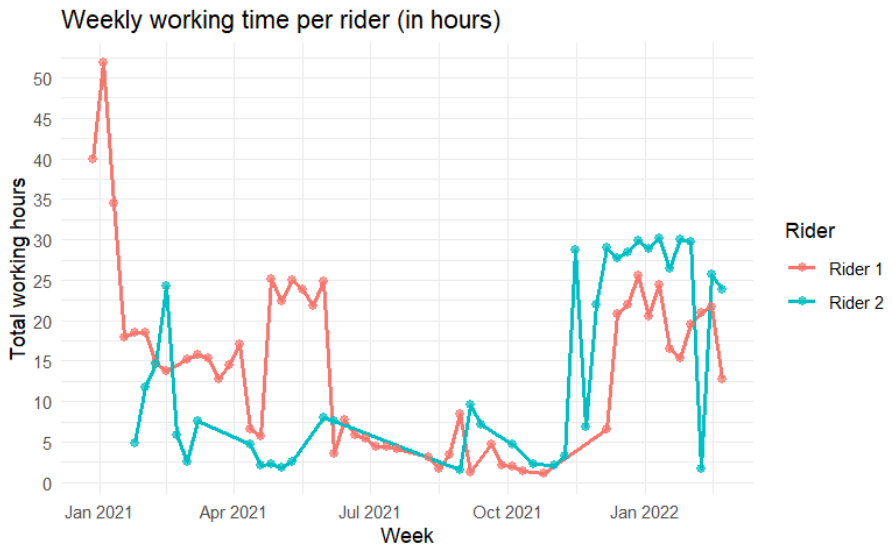
This third case study describes the activity of two Deliveroo riders operating by bicycle and electric bicycle. Their work history was reconstructed using raw timestamp data obtained via GDPR requests, covering a total of 4 811 deliveries completed between January 2021 and March 2022 (the period during which both riders were simultaneously active). It is worth noting that during a coinciding timeframe, from mid-June to November, both riders were significantly less active (Figure 14 and 15).

Figure 14 Waiting time between accepted orders (Jan 2021 to March 2022), Deliveroo Riders



Note: 2 Deliveroo riders. 4 811 deliveries completed.

Figure 15. Riders Average Weekly working time (Jan 2021 - March 2022), Deliveroo Riders



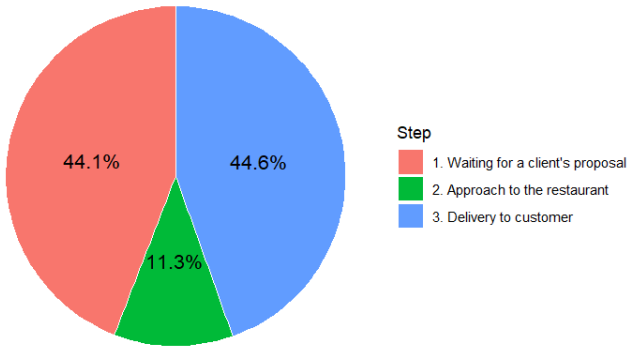
Note: 2 Deliveroo riders. 4 811 deliveries completed. Working time: logged in.

Although income information is not disclosed by the platform, the complete delivery stages, from order assignment to customer drop-off, can be reconstructed. On average, a full delivery cycle lasts 28 minutes and 44 seconds, broken down as follows: 12 minutes and 41 seconds between accepted order proposals, 3 minutes 15 approaching the restaurant, and 12 minutes and 48 seconds delivering the order to the customer from the restaurant. These durations are consistent with Deliveroo's reported activity indicators for 2022. We define the waiting time (between two accepted proposals) as a period of unpaid work, during which connected to the platform[16].

In terms of time allocation, the pie chart (see Figure 16) shows the following distribution: 44.6% of time is spent delivering to the customer, 44.1% is time spent between accepted order proposals, 11.3% is spent approaching the restaurant. This means that just 44.6% of working time corresponds to actual delivery, while 55.4% consists of unpaid time (waiting or traveling between tasks).

16 The data received from Deliveroo is not sufficiently clear regarding the distinction between being logged in and logged off (riders were still receiving order proposals). In our study, waiting time is considered working time when the worker is logged in, without a voluntary disconnection, and has not received any order proposals for up to 120 minutes. If the waiting period exceeds two hours, it is considered a break in activity; therefore, any timespan longer than two hours is not counted as working time.

Figure 16. Working-time division cycle, Deliveroo Riders

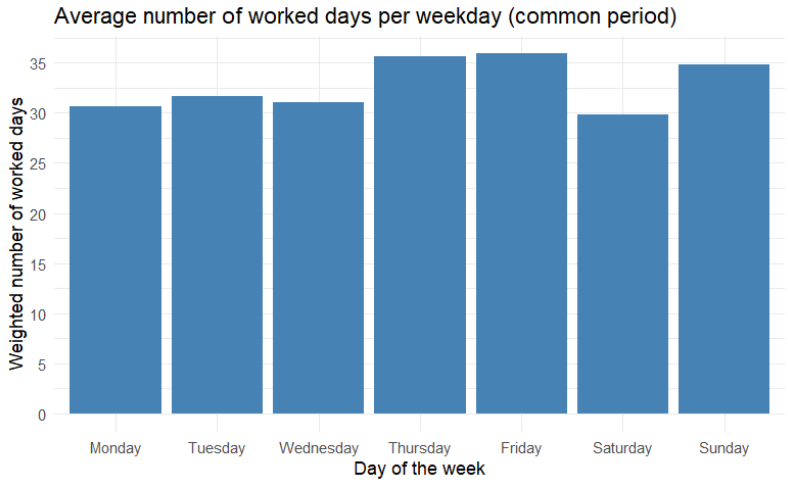


Note: 2 Deliveroo riders (Jan 2021 - March 2022).

Then, work distribution across the week is relatively consistent. The busiest days are Thursday and Friday (see Figure 17), with Sunday seeing more work than Monday. The number of days worked per weekday remains stable, suggesting no specific off-day pattern. On average, riders complete between 10 and 12 accepted deliveries per day, depending on the day of the week. Friday averages around 12 deliveries, while Sunday drops to around 10.

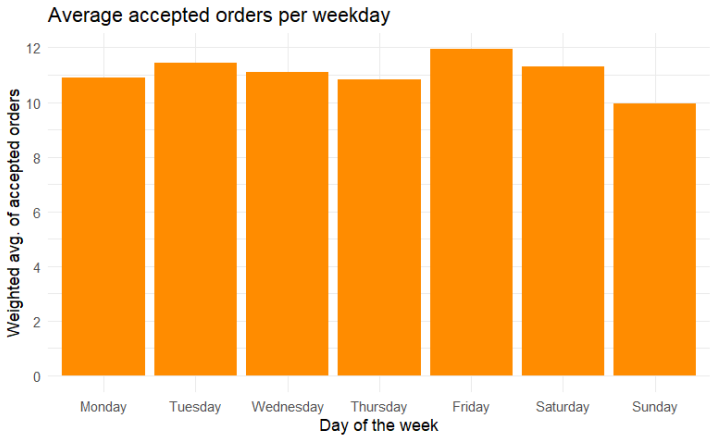
An important point to note is that not all proposed deliveries are accepted. In total, 4,811 orders were accepted, while 4,362 were refused. This significantly affects the structure of working time, as time spent reviewing or refusing proposals remains “active” but unpaid. Waiting time between two accepted orders varies considerably (Figure 18 shows accepted orders per day). The median is around 15 minutes, but in some cases stretches up to two hours, which likely reflects either short breaks or the lack of worthwhile delivery proposals. The breakdown of time usage clearly illustrates the structure of platform-based work, where less than half of the time spent connected to the platform generates income.

Figure 17. Number of worked days per weekday. Deliveroo Riders



Note: 2 Deliveroo riders (Jan 2021 - March 2022).

Figure 18. Average accepted orders per weekday per rider, Deliveroo Riders



Note: 2 Deliveroo riders (Jan 2021 - March 2022).

Are workers aware of what data is collected on them?

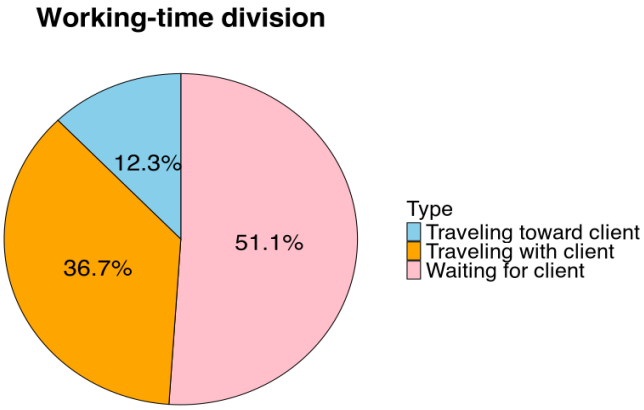
As a general tendency, workers are aware that the platform collects a significant amount of personal data concerning their activity. During the focus groups, for example, delivery riders told us how the platform calls them to order, sometimes directly by phone, if the delivery time is exceeded, or if there is a major deviation from the route mapped out by the application between the collection point and the delivery point. Ride-hailing drivers, for their part, describe how platforms give preference to certain drivers who have arrived recently or operate in certain slots when allocating journeys. The following quote, drawn from a restitution workshop with a delivery rider in 2024, illustrates a moment of ironic disbelief and critical reflection by the worker when confronted with the platform's official response to a GDPR request:

> *"Wait, that made me laugh. "We no longer hold your relative speed data." That made me laugh. Ah, here it is, [shows an email detailing the list of data the platform doesn't have] everything they don't have. Performance score? Hey, what do you think they said? "No, Deliveroo does not rank or rate delivery riders. And we don't ask our customers to either." No, they cannot say there's definitely no button to say how the delivery went. It's just written right on the app when you order." (Delivery rider, restitution workshop 2024)*

On the other hand, most workers were unaware of the precise nature of the data collected, or of its potential usefulness. Most were surprised by the content of the graphs and structured visualisations we shared with them during the feedback workshops. The vast majority expressed surprise at the number of hours spent "waiting" in a standard shift. More than the amount of data collected by the platform, they were particularly interested in the synthetic metrics we provided, describing their activity in detail (see Figure 19).

> *"What surprised me was the number of hours I had to wait. In fact, I'm more on hold than on a trip with passengers. For me, it's a waste of time. It's a waste of time. We have a phenomenal range of hours in the day, and in fact we work very, very few hours. We're only on a ride with the clients for maybe four or five hours, and we're actually connected for fifteen hours over a full day."(Driver, restitution workshop 2024)*

Figure 19. Working-time division for Uber drivers



Note: Working time division for Uber drivers, derived from workers' personal data.
61 Drivers; 73033 observations (work-days)

Overall, while workers don't seem surprised by the sheer volume of data collected by platforms, they do express frustration over how this data is used. Workers are almost unanimous in expressing a range of frustrations linked to platforms' lack of transparency. The question of how fares, bonuses and post-calculated fare adjustments are calculated is central to the workers' concerns. They complain about the lack of visibility they have over the way Uber calculates fares from data collected through the app. The occurrence of unforeseen elements during a ride is sometimes not taken into account, and sometimes taken into account in a way that is deemed inadequate, leading to remuneration that is perceived as unfair.

> *"Hello, I don't agree with the readjustment of the fare. The passenger gave the wrong pick-up address several times. For the two previous trips, I had to cancel because he put the wrong pick-up address. He indicated "X" street when he was at "Y", so, in good faith, I went to pick him up instead of cancelling the trip. So please cancel the readjustment or contact me for more info." (Uber driver, written communication with the platform's internal chat)*

The unilateral handling of complaints and claims, perceived as systematically in favour of the customer, is also widely criticised. Workers generally describe a feeling of arbitrariness linked to the way platforms mobilise their data and use it as a rule.

How do platforms' data collection practices influence workers?

Based on interviews, ethnographic fieldwork, workshops, and focus groups conducted with platform workers and trade union, this section explores the diverse and often ambivalent ways in which data collection and usage by platforms are understood and interpreted by the actors as well as influencing their behaviour and life.

Workers' perspectives on data and algorithms can be analytically synthetised into three main types—self-censorship, individual adaptation, and collective action—each associated with distinct strategies and subjective interpretations. These categories are not mutually exclusive and often intertwine, producing effects that are economic, psychological, political, and related to health. Notably, these responses cut across ideological lines: even politically engaged or critical workers, including those with left-wing views, as well as more conformist or liberal individuals, may experience similar effects and alternate between individual and collective responses.

Adaptation as a consequence of the police effects of data surveillance

Data, as a surveillance tool, is perceived daily by delivery riders and ride-hailing drivers, but their perceptions and fears about the consequences vary widely. It is important to emphasise that delivery riders without legal permission to work often refrain from requesting a copy of their data due to a significant fear of repercussions. They are aware of the extensive data that platforms collect, but the potential misuse of this information, particularly in relation to identity verification, is particularly alarming for them. Additionally, their precarious legal status heightens their anxiety, leading many to adopt a self-censoring attitude. Reports and interviews conducted in 2024 and 2025 with coordinators from the Maison des Livreurs in Bordeaux and the Maison des Coursiers in Paris indicate that this group faces increased health risks and is vulnerable to violent aggression[17].

Many workers that we interviewed insisted on having encountered penalties for refusing a ride several times in a row. Most workers are convinced, despite the platforms' claims to the contrary, that workers who refuse too many rides or orders are blocked by the algorithm for a short time, and are no longer offered orders or rides. Some years ago, a rider got a call from a platform manager of dispatch who recommended him not to refuse too many orders to avoid suspension:

> *"I told him how? I said: I should only refuse 10% of orders? He said yeah, otherwise it'll have an impact, you'll receive fewer orders. And so, I told him OK and then, what I did afterwards, as soon as there were orders I accepted them and then I counted. I said to myself ah that's the 10th, come on I can get rid of that one. Then they had put the acceptance rate and then they removed it and then they put something else like a smiley." (Rider, workshop 2024)*

> *"On the other hand, if you weren't logged in [from 12pm to 2pm], your stats dropped. If you cancelled a slot more than 24 hours in advance, your stats dropped. And if you weren't logged in from 8pm to 10pm on Friday, Saturday and Sunday, your stats dropped. And you had access to the slots [for the next week] after the others. So you see, they were really forcing you to log in." (Rider, restitution workshop 2024)*

This declaration illustrates the individual adaptation that many riders performed as an effect of the algorithmic management and the fear of negative economic consequences. The algorithmic management materialises as a constant pressure that workers feel. They can tell the difference when they have the opportunity to compare two different companies; as for example this rider that used to work for a big platform company and nowadays prefer to work only for a local start-up with a "human face":

> *"In this one, you don't receive the order unless it's ready at the restaurant. So, you don't lose time. There's no matching process apart from proximity to the restaurant. There is no tracking of your speed: there's no rating system, and the pay is better (..) It's far less stressing than Deliveroo" (Rider, workshop 2024)*

In most cases, workers express concern about the use of collected data for surveillance of their activity. Some workers, particularly those focused on securing sufficient monthly income, appear less likely to engage in demands for data regulation, which they often perceive as complex or beyond their immediate understanding. Instead, they prioritise claims for greater transparency and fairness in payment systems.

> *"I have colleagues who say to me, 'I had a good day yesterday', how much did you*

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17 This was confirmed by the initial findings of the study conducted by researchers from INED, entitled SANTE-COURSE. To know more, visit https://www.ined.fr/fr/tout-savoir-population/memos-demo/paroles-chercheurs/marwan-al-qays-bousmah/

make? They say, 'I made 60 euros from 10 am to 8p m'. I say, 'That's not a good day. Did you make 6 euros an hour gross?' They say 'yeah, but of course, compared to other times, well yeah, of course'. And then, you see, those who start in 2024 inevitably have nothing to compare it to. They're probably thinking 'yeah, guys, they say that in 2017, 2020, they were making 100 euros a day, easy'. Well yes, because it was true." (Rider, focus group 2024)

This rider's conversation with comrades illustrates the normalisation of deteriorating working conditions through peer comparison and the absence of institutional benchmarks. While experienced workers draw on historical memory to highlight the decline in daily earnings since 2017—when many strikes and public demonstrations took place—newcomers in 2024 lack this referential framework. Sharing information through informal conversations among peers serves as a substitute for formal wage standards and contributes to the redefinition of what constitutes acceptable income. Despite an implicit awareness of exploitation, resignation prevails, along with self-censorship and adaptation to market rules, reflecting the fragmentation of platform work.

Among many platform workers, there is a prevailing sense of fatalism regarding the digital era and the platformisation of their daily work. This perception of inevitability—of being trapped in a system that cannot be influenced—intensifies when workers attempt to communicate directly with platforms to resolve problems while continuing to work. These efforts often result in frustration, as responses from the platforms tend to be inaccurate, vague, automated (without human oversight), or entirely absent.

"What blocks the dialogue between delivery riders and the platforms is that, between us, it's a robot that responds to us. No matter what our complaint, there's no human behind the screen. Unless it's at customer level. Basically, when it comes to money, as long as it doesn't affect them financially, they're not interested (in direct communication)" (Rider, focus group 2024)

Such interactions reinforce the impression that platform companies are structurally unresponsive and uninterested in meaningful dialogue with riders. Over time, this communicative breakdown fosters a sense of disempowerment, in which the platform is no longer perceived as an accountable employer or even a commercial partner, but rather as an opaque digital infrastructure operating beyond the reach of individual or collective claims.

"And to him (Uber Eats manager), at the meeting, when we asked him the question, 'Do you know that there are people on scooters?' He said, 'No, Uber Eats has no way of knowing that there are people on scooters.' Yet they have access to the travel speed data." (Rider, focus group 2024)

Riders were asked, during the focus group, to propose concrete demands or solutions that trade unions could defend within the framework of collective bargaining. The majority of claims concern the methods used to calculate remuneration, including excessive distance or weight of orders, and disconnections considered abusive.

"I've already received delivery orders of 20 kilometres, and I refuse them—it's just not possible by bike. (...) The problem is that when you refuse, you worry that it might come back against you afterwards. (...) It highlights once again the absurdity of the apps, because no, we're supposed to be on bikes, and no delivery worker can do, for example, five consecutive deliveries of 15 kilometres each." (Rider, focus group 2024)

Adaptation and reaction: sharing information

In response to the opacity of data-driven management, riders and drivers engage in tactical forms of adaptation, developing lay theories of how the algorithm functions. These interpretive frameworks serve both to reduce uncertainty and to regain a sense of agency within a system marked by asymmetrical information and power. Sharing information has emerged as a common strategy among platform workers, particularly through social media networks such as WhatsApp, Telegram, or Facebook groups. Riders and drivers report relying on these channels to access support and crucial information that helps them navigate the uncertainties of platform-based work and try to improve their efficiency. An experienced rider showed us an email he received a few years ago from a major platform, which he perceived as a form of pressure: “Access to the application depends not only on your statistics, but also on those of other delivery riders”. The message encouraged him to enter a fierce competition with other riders, thereby as part of an intentional corporate strategy for undermining workers’ solidarity.

Collective strategies sharing information

Informational opacity in algorithmic management fosters both individual perceptions of injustice and collective demands for transparency. A ride-hailing driver and trade union member narrates:

> *“The first thing that Uber suspended me for was... that I was asking about the conditions under which a ride was assigned. Why does profile A get more rides than profile B? which was me. Because in fact, I was comparing my city, is a small city. Because I saw my comrades, they were doing more business than me. I wanted to know why.” (Trade union member, driver, focus group 2024)*

His experience reflects how the lack of access to allocation criteria is perceived as a form of unfair exclusion or implicit sanction, prompting suspicion and then contestation. Another union member highlights how data access has become a structural issue in collective bargaining nowadays, in the context of the ARPE:

> *‘”So, on the subject of data, the first thing you need to know is that negotiations on remuneration have been suspended by the platforms precisely because a certain amount of data has been requested.” (Trade union member, driver, focus group 2024)*

These narratives highlight how data control functions as a mechanism of power, restricting both workers’ individual comprehension of platform dynamics and the capacity for institutionalised forms of negotiation. In response, trade unions have developed their own strategies to gather information, reconstruct payment structures, and support their positions within the framework of social dialogue. This was specially deployed by one riders' trade union and another drivers' trade union, mutualising information through online shared and collaborative documents. The data collected within this framework is used to gain a better understanding of how the platforms operate, and to monitor compliance by the platforms with the agreements signed within the framework of the ARPE negotiations. Both workers and trade unions have doubts about the application of fares agreements (see Chapter 5), especially as the way in which agreements are applied makes verification extremely difficult for workers. The platforms themselves admit to “missteps” and “technical bugs” that have led to delays in implementing measures linked to the agreements.

> *“The fact that when they [the platforms] say 30 euros an hour [in line with the minimum wage stipulated in collective agreements], they don't apply that [directly], but they'll add it up over a month. Because that, for me personally, is what I... - It's not clear! - It's not clear! - They aggregate that! - It takes a month to see. How many times do I call them up and say: “That's not normal, that price, look how much I get. I worked for an hour and a half”. (Driver, restitution workshop; 2024)*

In sum, the interviews conducted during the focus group, in line with findings from other scientific articles, highlight how algorithmic surveillance is experienced by platform workers as a persistent and often opaque presence. Workers describe a heightened attentiveness to the notifications and alerts they receive through the app, which, although sometimes can be simply monotonous information, are frequently interpreted as signals of a potential risk. Messages concerning ratings, acceptance times, or vague warnings about potential suspensions are a source of anxiety, especially when their meaning or implications are not clearly explained. This perceived lack of transparency fosters a climate of uncertainty in which drivers feel constantly evaluated, without access to the criteria by which they are judged. In response, some develop precautionary strategies aimed at protecting themselves from potential sanctions. For example, in the context of food delivery, several workers reported systematically photographing each hand-off to the customer—not because it is required, but as a form of self-protection should a dispute arise over a missing or undelivered order. These practices illustrate how platform workers attempt to navigate and pre-empt algorithmic judgment in an environment where accountability is asymmetrical and the margin for contestation remains limited.

From adaptation to collective action. The economic consequences of algorithmic management

In the case of ride-hailing workers, it has been revealed that they operate under the pressure of significant financial investments in new electric vehicle models. This pressure is conveyed through emails and messages, and is then materialised in the reclassification of vehicle categories, which determines access to different fare levels. The issue of algorithmic downgrading of vehicles—particularly regarding categories such as Green or Comfort in the case of Uber—emerged in the focus group as a source of confusion and frustration among several drivers. These changes are often not clearly communicated or adequately explained by the platforms, leading to a sense of diminished agency and economic insecurity. For example, one driver, for instance, described the sudden removal of the Green category from his 2020 hybrid vehicle, which had previously accounted for a substantial portion of his earnings:

> *"In May 2024, I had a 2020 hybrid vehicle. They removed the Green category from me. Green is a category. And honestly, without exaggerating, Green made up 60% of my income." (Driver, focus group 2024)*

Similarly, another driver recounted having invested in a hybrid vehicle following platform incentives, only to see his access to the Green category withdrawn after a few months:

> *"As soon as I bought a hybrid vehicle, they moved me into the Green category for a few months, then they removed it. Basically, I spent money just to end up in the Green option." (Driver, focus group 2024)*

In both cases, drivers did not necessarily question nor understood the technical or commercial criteria, but rather denounced the lack of transparency regarding eligibility rules, category parameters, and the rationale behind such changes. These perceptions are heightened in the current economic climate, marked by inflation, rising operational costs (fuel, maintenance, vehicle loans), and increasing competition. The loss of access to a seemingly more profitable category is thus interpreted by some drivers as a reinforcement of their economic dependence on the platform, and, as an indirect expression of subordination. While such downgrades may not be intentionally punitive, their effects are experienced as constraints on drivers' professional autonomy. In the end, these stories point not only to a critique of the algorithmic decisions themselves, but also to a broader demand for predictability, clarity, and procedural fairness in the governance of platform labour. The perceived lack of legibility surrounding these changes exacerbates the drivers' sense of vulnerability within a system they have limited capacity to understand, anticipate, or influence.

Sharing information, a consequence of the algorithmic management

This practice of information sharing functions as a means of collectively regaining control and fostering a shared understanding of how the app and the market appear to operate. These observations have also been highlighted by other research studies (Pidoux *et al.*, 2025; Srnec, 2025). These exchanges form part of broader repertoires of action among platform workers—informal practices through which they cope with algorithmic opacity and labour fragmentation. In some cases, trade unions and not-for-profit associations as the Maison de Coursiers (Paris) and the Maison des livreurs (Bordeaux) have succeeded in harnessing and organising these repertoires, amplifying their impact and reinforcing collective agency.

> *"It's already consolidating the social link between riders — fostering a sense of cohesion. OK. I can see that there are lots of groups of delivery riders who help each other out, especially with mechanics. There's also a delivery rider who volunteers as a hairdresser and another who volunteers as a bike mechanic [at the Maison des livreurs]." (Rider, focus group 2024)*

This reflects a form of worker self-organisation developed in response to poor provision of infrastructure by the platforms, isolation, and health risks. With support from civil society organisations, workers build informal networks to share information, coordinate, and foster solidarity. The collaboration of platform workers with trade unions; researchers and public servants is a reaction to the unbalanced power effects of their relationship with the platforms and the fear of being suspended every day.

Data as a legal strategy

In recent years, the right of access to personal data—protected notably in the GDPR—has emerged as a contentious strategy explored by workers in their confrontations with platform companies. Insights from the focus group reveal that this practice extends beyond individual curiosity; it is embedded in a broader effort to reclaim agency over working conditions that are largely rendered invisible by algorithmic management. The platforms' data archives—recording hours of connectivity, unpaid waiting time, ride categories, and patterns of deactivation—make visible dimensions of labour that had previously escaped scrutiny.

> *"In other words, from the moment we create data for the platforms, the delivery rider must be able to control it. In other words, to know what data has been collected in relation to his activity; to keep him informed. And then; afterwards our job as a trade union is to say to the rider, look at this data, it actually allows you to defend yourself. We explain to the rider that tomorrow…I would like to give the example of the suspension for account sharing." (Trade union representative; delivery sector; focus group 2024)*

For some ride-hailing drivers, these data constitute evidence of a concealed employment relationship, challenging the official narrative of independent contractor status.

> *"As I said at the beginning, they used the data for delays, sometimes of 5, 10 minutes. Or because the person had refused an order that went over a certain distance. We had limits, however, on delivery distances. And afterwards, we used the personal data to challenge decisions made by God's app. And for the labour tribunal cases too. And now we've used them. I know that they are trying to negotiate amicably with certain riders; so, they don't have to go to the tribunal for any breaches of the collective agreement." (Trade union member; delivery sector; focus group 2024)*

Legal action, particularly through labour courts, is thus considered as a possible avenue for reclassification or compensation. However, this juridical turn is not embraced uncritically. Some participants voice ambivalence or scepticism regarding legal proceedings. Fears of retaliation—such as reduced visibility on

the app, fewer ride assignments, or abrupt deactivation—are frequently mentioned. The legal arena is perceived as asymmetrical and emotionally taxing.

> *"Generally, it's through data (...) Because in general, the platforms' strategy is to discredit the rider and say 'Yeah, but this driver wasn't professional, he's been reported'. So, you use their own weapon against them by saying 'No, that's not possible, out of 1000 deliveries, he had 998 thumbs up and 2 thumbs down.'" (Trade union member; delivery sector; focus group 2024)*

As a result, what emerges is not a homogeneous trend toward litigation but rather a spectrum of strategic responses: from judicial confrontation to demands for moral or financial reparation, collective bargaining and including alternatives such as joining cooperatives. Access to data thus functions as a key entry point for analysing algorithmic governance of labour, but its uses remain diverse, tactical, and shaped by individual experience and collective knowledge of platform workers. Some workers may accept the risk of a potential reduction in income if the platform sends them fewer ride offers. However, for others—particularly undocumented workers—taking such a risk is perceived as exceedingly dangerous, as any reduction in activity may threaten their already precarious livelihood and expose them to greater vulnerability. The following quote illustrates how fear of platform penalties can lead to self-censorship and delayed action regarding their rights:

> *"… for personal reasons, I didn't want to attack Uber straight away, although I was aware of the need to request personal data. And then, just recently, I decided to do the GDPR request. And just afterwards I noticed that the level of activity had really dropped." (Driver, focus group, 2024)*

This testimony underscores a tangible relationship between the exercise of rights—such as data access requests—and forms of algorithmic retaliation, manifesting in the reduction of task assignments and consequent income loss. Such practices operate as mechanisms of digital sanctioning, through which the platform enforces compliance and discourages contestation. Far from being merely symbolic, these effects are materially embodied in altered work rhythms, diminished economic stability, and heightened vulnerability, particularly for those situated at the margins of legal and institutional protection.

Conclusions

The opacity of algorithms affects the workers' ability to influence and negotiate better working conditions. Rather than passive acceptance, workers produce situated explanations that reflect both perceived and actual forms of algorithmic control. By controlling access to data and the information communicated to trade union organisations, platforms gain an advantage in negotiation. By requesting access to data, in line with Article 15 of the GDPR, workers have the ability to reduce this advantage. If they do not have the capacity to produce a synthesis of their data directly, they could use third-party services (including the visualisations produced as part of the project by the researchers), to obtain a quantified synthesis of their activity. From this point of view, data represents a means of rebalancing the power stakes in the platform-worker relationship. Aggregated by the trade unions, this data may eventually provide a counterpoint to the platforms' discourse. In the context of precarity, they try to maximise their efforts and take advantage of any information they can have access to.

4. The implementation of the collective agreements in the platform economy

Introduction

This final chapter turns to the question of how collective agreements are put into practice. It begins by outlining the strategies used by trade unions and platform employers to implement, monitor, and enforce these agreements. The next part draws on data shared by workers, as well as insights from focus groups and interviews, to assess whether the agreements discussed in this report have been applied as intended. Finally, we reflect on the main challenges faced by social partners in ensuring that these agreements are effectively implemented.

What strategies are used by activists, trade unions and employers for implementing negotiated agreements in the platform economy?

Trade unions: strategies for negotiations and implementation of collective agreements

In the French platform delivery and ride-hailing sectors, trade unions have deployed a variety of strategies regarding collective negotiation; either to sign and implement negotiated agreements or to denounce the institutional architecture of the ARPE.

Institutionalised engagement through the ARPE and legal channels

Some emergent trade unions have attempted to enhance their institutional influence and gain recognition both from the government and platform companies. One formal strategy then consisted in engaging in the activities coordinated by the ARPE.

Given the structural asymmetry of information between platforms and workers, representatives of delivery riders requested an external technical audit of the algorithm used by the major platforms. This request, framed as a necessary resource for fair and informed negotiations on working conditions, marked a significant institutional initiative. However, as of May 2025, no conclusive findings had been communicated to workers, and frustration grew over the lack of transparency and results.

In parallel, some unions—particularly those with a more critical stance—have mobilised legal instruments to assert worker rights; as they have been doing for the last 6 years. This includes initiating legal complaints in French courts and supporting broader regulatory efforts at both the national and EU levels to better frame and enforce labour protections in the platform economy.

Leading figures within FO and CGT had previously initiated and supported legal actions aimed at the reclassification of platform workers as employees. Both organisations have explicitly stated that they regard platform-based labour as falling under salaried employment, and that engaging in negotiations under the status of self-employment constitutes a distortion of the Labour Code rather than a process for establishing new rights. For example, a CGT leader stated:

> *"This is a fundamental issue for us. In its current stance, the CGT cannot sign agreements that endorse the self-employed status. The negotiation serves only that purpose—it's a sectoral negotiation, it serves no other function. That's what we suspected from the beginning, and it has since been confirmed. So, if there are agreements that offer something to workers only to entrench the self-employed status, this is not acceptable." (Trade union representative; delivery sector; 2025)*

Contentious collective action and grassroots mobilisation

Historically more confrontational unions, such as CGT and lately FO, often aligned with long-standing worker struggles and supported by experienced trade unionists from each sector, continue to prioritise direct action. These include strikes, blockades of company buildings, and public demonstrations aimed at drawing media and public attention to platform workers' demands. Such actions are particularly prevalent among unions representing riders and ride-hailing drivers with a longer history of mobilisation. Recently, FNAE and Union-Independent also called for public demonstrations and are more active on social media.

Fragmented but converging approaches

Initially, two main approaches coexisted within the ARPE. On one side, historical trade unions advocated for structural change through protest and legal action. On the other, more recent and moderate organisations favoured continuous dialogue with platforms, seeking prompt solutions to individual grievances such as account suspensions or unfair deactivations. Despite these differences, unions have increasingly converged in an intermediate strategy of denunciation and no comprise under their basic principles. The persistent silence and lack of response from platform companies have led to the organisation of collective public actions, including coordinated demonstrations and press conferences. This convergence reflects a broader dissatisfaction among workers and their will to increase political and social pressure.

Legal and institutional tools for enforcement

Trade unions have also explored available legal tools to ensure enforcement of collective agreements. While France does not yet have a dedicated conciliation or arbitration commission tailored to the platform economy, unions have relied on general labour courts and supported the extension of labour inspection mandates to address platform-specific issues. At the European level, many unions are engaged in strategic advocacy defending platform workers' rights. The French trade unions affiliated with the European Trade Union Confederation (CFDT, CGT, FO, CFTC, and UNSA) have also played a significant role in advocating for a strong European directive that includes an irrebuttable presumption of an employment relationship.

Overall, the action repertoire of trade unions in the platform economy blends institutionalised participation, contentious mobilisation, and legal contestation (as also shown in Srnec, 2025). This hybrid strategy reflects both the controversial nature of this social dialogue in the sector and the persistent structural imbalance between workers and digital platforms.

Platform companies

Two sector representation models

The API brings together platforms operating on multiple markets, both in delivery and ride-hailing, and united around cross-cutting issues linked to self-employment. It presents itself as a technical and sectoral interface committed to a dynamic of consultation, but without exclusivity on a single trade.

The FFTPR, on the other hand, was historically formed around French and European ride-hailing start-up platforms, with a view to concerted regulation and differentiation from players deemed historically confrontational. It claims a more locally rooted approach, focused exclusively on the challenges facing ride-hailing drivers.

Negotiating positions: between defensive reactivity (API) and proactive structuring (FFTPR)

API representatives adopt a generally reactive stance to union demands: the social agenda is built in response to requests, and the platforms do not propose alternative themes. This strategy is based on a "minimum requirements" rationale, aimed at securing existing balances without initiating structural reforms. Social dialogue is thus perceived as a framework for validation rather than a forum for transformation.

> *"It is normal that there should be a driving force that is perhaps greater on the side of the workers' representatives than on the side of the platforms, since in this case we are here to discuss new rights for workers and therefore the aim of the whole legislative edifice that has been constructed. The philosophy behind this social dialogue is precisely to give these workers' organisations the opportunity to tell us what they think should be done to improve the day-to-day lives of these workers, so it's normal that the workers' organisations should have the priority or, at any rate, the first say on these subjects, and then these subjects will be discussed, as long as, as a platform, any subject, any theme that would help to secure the ecosystem as a whole". (API member; delivery sector; interview 2025)*

In the second period of negotiations, after the second elections held in May 2024, API adopted a more cautious approach to proposals**.** When questioned about tariffs, we asked platform representatives whether a common position on pricing was conceivable. Their responses underscored a central issue: the intense competition between platforms, which acts as a barrier to coordinated action.

> *"I'd be wary of talking about tariff harmonisation, because that's a competitive issue. Finally, his comments do not belong to us at all, and they are your own. It's important to say that all this was negotiated on a sector-by-sector basis. Everyone is free to set their own rates. I would like to stress this very strongly". (API member; delivery sector; interview 2025)*

However, one major player, Uber Eats, has recently made a public statement and implemented a minimal fare increase on its own initiative, without any coordinated action with other platforms (see the reactions of trade unions in the final section).

Conversely, the FFTPR insists on its desire to structure a coherent collective position between platforms, first internally, then in consultation with the API. Its president stresses the importance of constructive participation:

> *"It's something everyone agrees on: there's a shared belief that having agreements is beneficial for the sector, and that in order to reach such agreements, there needs to be engagement with the unions. Secondly, I think everyone also sees it as healthy for the profession to have some form of collective practice. When we talk about working conditions, it's really—above all—about income. And right now, there's not much actual negotiation happening." (FFTPR leader; ride hailing sector; interview 2025)*

This orientation translates into an explicit recognition of the necessarily concessionary nature of social dialogue.

Data circulation

On the crucial issue of activity data and workers' personal data, the two organisations converge on one point: they claim to comply with legal obligations stemming from the GDPR, the LOM law and the ARPE statistical decree. Nevertheless, during our desk research, we couldn't confirm compliance with the LOM law regarding the publication of annual activity reports by all the companies. Even some members of staff from the ARPE have highlighted that access to data is a persistent barrier to advancing negotiations: "*Loyal negotiation requires some balance in information access […] Yet platforms hold much of the data and don't always share it.*" (ARPE public servant, interview 2025).

However, the API insists more on competitive constraints, justifying the intervention of third parties (independent experts) to aggregate data, and on the technical impossibility of homogeneous sharing. In practice, this has delayed the negotiations and severely limited workers' autonomous access to their own data. As a public servant recognises: "*Platforms wanted to consolidate the data before handing it over to the expert […] this caused a two-month delay*." (interview 2025).

The FFTPR, for its part, claims a more open approach: it asserts that it has responded to all requests for data made by the unions, and stresses the existence of a substantial corpus of data available via the T3P observatory, the ARPE, tax obligations and platform websites. While acknowledging that some data remain sensitive or difficult to understand (bonuses, race assignments), this federation insists that there is no intention to conceal them.

Are the collective agreements negotiated in the delivery and ride-hailing platforms being implemented correctly?

To assess whether the collective agreements negotiated within the ride-hailing and delivery platform sectors are being effectively implemented, we constructed two empirical tables: "Agreements Implementation in the Ride-Hailing Sector" and "Agreements Implementation in the Delivery Sector." These tables (see table 7 and 8) are based on a qualitative dataset composed of work-related data and personal documentation. This material was obtained through two complementary sources: (1) data access requests submitted by active workers under the General Data Protection Regulation (GDPR), and (2) focus groups, workshops and interviews conducted with these same individuals and trade unions.

Table 7 Agreements implementation ride-hailing sector

N°	Agreement	Uber	Bolt
1	Agreement on minimum income per trip for drivers: Income may not be less than € 7.65 per trip between February 1, 2024 and June 26, 2024, and may not be less than € 9 per trip, after deduction of commission after April 2, 2024.	Verifiable via shift data. Compensation is provided in the form of a bonus, paid every week, when the weekly runs, taken as a whole, do not reach an amount in line with the agreement.	Verifiable via shift data.
2	Agreement on account suspensions and possible remedies for drivers: Platforms are obliged to provide workers with figures for customer ratings and driver cancellations. They are also obliged to communicate the reasons for account suspensions, which must always correspond to "non-compliance with a legislative, regulatory or contractual obligation by	Not verifiable outside interviews. Implementation not homogenous, nor efficient (Interviews).	Not verifiable outside interviews. Implementation not homogenous, nor efficient (Interviews).

	the driver."		
3	Minimum revenue guarantee per trip for drivers: as of May 1, 2024, trips cannot be paid at less than € 30/hour (excluding waiting time), and less than € 1/km.	Verifiable via shift data. Compensation is provided in the form of a bonus, paid every week, when the weekly runs, taken as a whole, do not reach an amount in line with the agreement.	Verifiable via shift data.

Table 8 Agreements implementation delivery sector

N°	Accord	Uber Eats	Deliveroo
1	Minimum income guarantees for delivery riders: As of November 28, 2023, delivery riders' remuneration cannot be less than € 11.75 per hour of activity on the platform (understood as the time between acceptance of a delivery and delivery of the order).	Theoretically verifiable via shift data, but very little data is available due to the low number of drivers participating in the study who will be active on the platform after 2023. Compensation takes the form of a bonus, paid every week, when the weekly runs, taken as a whole, do not reach an amount in line with the agreement.	Not verifiable directly, individual pdf invoices make automatization impossible with standard tools.
2	Agreement to combat all forms of discrimination on platforms: Agreement setting up an observatory for discrimination on platforms, and establishing a set of obligations for platforms concerning support and compensation for delivery riders in the event of discrimination.	Not verifiable outside interviews.	Not verifiable outside interviews.

In the French context, the implementation of negotiated agreements falls within the institutional framework of ARPE. As previously mentioned, ARPE is not mandated to enforce or monitor the application of these agreements. Assessing their implementation remains challenging due to limited data availability. Platforms are not obligated to share information with either public authorities or trade unions beyond what is required by existing regulations. The trade unions are therefore unable to verify the application of the agreements directly, without requesting access to personal data from the drivers. Even the ARPE does not receive systematised data to analyse. Public access to information remains related to the LOM law. This information is not fully detailed nor homogenised and does not allow the agreements' evaluation so far. This law should be modified in order to claim more detailed information to this purpose. The LOM law requires platforms to publish a certain number of indicators describing the activity of the workers operating within them, on an annual basis[18]. However, these indicators only represent an average calculated on the basis of all the services provided, which severely limits their usefulness in assessing compliance with the agreements. For example, they are obliged to provide data on "working" hours[19] (duration and average pay), by type of

18 These indicators must be made public no later than March 31 each year. As of May 2025, we have encountered difficulties accessing the information published online by many platforms

19 The definition of "working time" has been discussed in the text, as it refers specifically to the period between picking up the order and delivering it to the client.

worker (high or low volume of services), and for different time slots (between 6am and 10pm, then between 10pm and 6am).

The information published by Deliveroo in March 2025, in compliance with the LOM law, regarding the year 2024, does not provide sufficient details to verify the hourly wage. This company has published the average of revenue per order, the average time of the delivery (only from the restaurant to the client) and the average time a rider waits until it receives an order (that he can decline)[20]. We lack information to calculate the exact hourly wage because the “approaching” time is not counted so we have a hole to complete an hour of the online availability to work for the platform. In addition, the average time waiting for a proposition is counting in the same basket the accepted and refused orders. Riders usually refuse orders that are less than 5 euros, therefore the time of waiting time is reduced by these very low paid orders. If we consider hypothetically that a rider has spent half of an hour waiting to pick up an order at a restaurant, this time spent goes unpaid.

Nevertheless, according to Deliveroo's official national statistics (Table 9), the gross hourly wage—calculated solely on the basis of waiting for an order and performing the delivery—was €9.35. This figure does not account for all tasks required to complete an order, as it excludes time spent approaching the restaurant and waiting to pick up the order. By comparison, in France, the media of the minimum legal gross hourly rate (Statutory Minimum Interprofessional Wage, SMIC)[21] from January 2017 to April 2023 was € 10,43[22].

Table 9 Deliveroo’s riders. Compensation and waiting time for an order (public data, 2024)

Time -category-	Compensation	Minutes
Waiting for an order proposal		0:10:35
Service (delivery of order to final customer)	€ 5,7	0:13:00
Duration of service		0:36:35
Source: Official company data, activity indicators published in accordance with the legal obligations (LOM law).		

Our Deliveroo dataset (see next table 10), recovered through the GDPR request system, is based on the activity of two riders and describes a total of 12 277 deliveries carried out between August 2017 and May 2023 in middle size cities. According to our calculations, the average delivery cycle lasts 39 minutes and 20 seconds, broken down as follows: 22 minutes and 59 seconds waiting for an order that the rider

20 As mentioned before, companies follow the LOM law about the publication of data and waiting time. In this context, as previously explained, 'waiting time' refers to the interval between two service proposals—regardless of whether they are accepted or declined—or between the completion of a service (such as a delivery drop-off or a passenger ride) and the next service or service proposal.

21 The gross SMIC (minimum wage) includes the employee's social security contributions. However, the employer is responsible for a portion of the social security contributions, which includes contributions for unemployment, retirement, and life risks, as well as health insurance and professional insurance. An employment contract, even for someone earning the SMIC, entitles the employee to holiday benefits and unemployment guarantees, which are not exactly equivalent to those offered under the independent contractor model.

22 Calculations based on official information. Source INSEE, "Salaire minimum interprofessionnel de croissance (SMIC) Données annuelles de 1980 à 2024" (retrieved from https://www.insee.fr/fr/statistiques/1375188).

accepts[23], 3 minutes and 55 seconds approaching the restaurant (including 43 seconds to confirm his presence), and 12 minutes and 25 seconds for the final delivery to the customer (which includes time spent waiting for the order at the restaurant)[24]. These figures are coherent with those that platforms are legally obliged to communicate (LOM Law), even if the number of riders contributing to the sample remains limited to two.

Both of our subjects were experienced riders who typically selected higher-paying orders and combined this work with a secondary activity. This may explain their ability to choose strategically restaurants and areas with high demands, as well as the most profitable time slots without the need to remain connected throughout the entire day. Prior to the COVID-19 pandemic, it was possible to reserve exclusive time slots to work on Deliveroo, which limited competition among workers by reducing the number of riders logged in simultaneously.

Table 10 Deliveroo delivery cycle per one order (2017–2023) based on GDPR.

-Time category-	Compensation	Minutes
Time between accepted orders		00:22:59
Approach to the restaurant		00:03:55
Service (delivery of order to final customer) (*)		00:12:25
Total duration of service (including waiting time)		00:39:20
Source: The statistical media was calculated over 12 277 orders from riders of our data based (all recovered through GDPR request). (*) Including waiting for the order at the pick-up point (the restaurant).		

For Deliveroo, when accounting for the total duration of a full delivery cycle—estimated at 39 minutes and 20 seconds per order—and considering the official average revenue per order (€5.56) reported according to the LOM law requirements and collected by ARPE between 2021 and 2023, the gross hourly pay is reduced to €8.48. This amount remains below the legal minimum wage for the corresponding periods, without adjusting for inflation.

In parallel, the preliminary findings of the first technical and independent audit— conducted between late 2024 and early 2025 at the request of trade unions in the food delivery sector and mediated by ARPE— revealed, according to trade union representatives, that only 5% of riders benefited from the agreement, receiving compensation intended to ensure a gross hourly income (only delivery time) of €11.75. It is important to note that between January and November 2024, the average legal minimum gross hourly wage (SMIC) was €11.77. Once again, caution is warranted, because the SMIC wage should cover a whole cycle of delivery (including connection and waiting times).

23 Waiting time between order proposals (whether refused or accepted) has an average of 19 minutes and 25 seconds.

24 Both of our subjects were working in medium-sized cities. Due to the absence of regionally disaggregated data, we are unable to compare their experiences with those of workers in larger urban centers or smaller towns, where differences in distance and consumer density may affect waiting times.

As Deliveroo provides payment data exclusively in the form of individual PDF invoices, it was not possible to compare these figures with the GDPR-accessible data of delivery workers.

Let's analyse the case of Uber Eats.

Table 11 Uber Eats' riders. Compensation and waiting time for an order (public data, 2024)

Time -category-	Compensation	Minutes
Waiting between services (every offers proposal)		00:13:34
Duration of service		00:13:58
Income	4,64	
Source: Official company data, activity indicators published in accordance with the obligations set out by the LOM law.		

Table 12 Uber Eats' riders. Compensation and waiting time for an order (public data, 2023)

Time -category-	Compensation	Minutes
Waiting between services (every offers proposal)		00:15:27
Duration of service		00:12:12
Income	4,61	
Source: Official company data, activity indicators published in accordance with the obligations set out by the LOM law.		

Our most complete datasets cover 2023, rather than 2024 for which we only have few deliveries, and this only until October of that year, so we chose to compare our sample to 2023 data. As the dataset formats are almost identical to those of Uber, the aggregated data have been composed in the same way. We have 4 Uber Eats delivery riders' datasets, one of which had a very short-term activity on the platform. In all, the data describe 3 783 "shifts" (understood as a period of work without a break of more than one hour) and describe 9 833 errands that took place between June 2017 and October 2024. The average revenue per trip over the period is € 5.15, and € 5.44 in 2023, illustrating the stagnation of delivery riders' incomes over the period (and a consequent drop in revenue when inflation is considered). The average duration of a delivery-trip over the period is 09 minutes 78, and 11 minutes 93 in 2023. The figures obtained are therefore comparable to those published by the platform, despite the small number of delivery riders who provided us with their individual data. Moreover, essential information to estimate working time is missing from the data provided by Uber. Namely, the average time it takes for a rider to reach a restaurant (08:40 minutes in our sample) and the time a rider spends on average waiting for an order at a restaurant (03:29 minutes in our sample). Taken together, those figures represent one third of the working time.

Table 13 Uber Eats 2017–2024 – GDPR extract

Time -category-	Compensation	Minutes
Waiting between services (offers accepted)**		00:41:00
Time spent travelling toward pickup point		00:08:40
Time spent waiting for order at pickup point		00:03:29
Time spent travelling toward client		00:08:55

Total duration of service (including waiting time)		01:01:64
Income per delivery	€ 5,15	
Income per hour (gross)	€ 5.13	
Source: the statistical media was calculated over 9 833 orders from riders of our data based (all recovered through GDPR request). (**): Waiting time between services refers exclusively to the intervals between accepted delivery proposals.		

Only one agreement concerning remuneration has been signed between the platforms and the delivery riders, which sets the minimum remuneration per hour in delivery at € 11.75, after November 28, 2023. The data show 2115 shifts carried out after this date. Of these, 35 are paid less than € 11.75/hour. While, once again, the agreement seems to have been respected overall, it is worth noting that none of the riders who provided us with their data benefited from a bonus linked to the agreements. Furthermore, over the whole period, only 74 shifts (out of 2115) earned less than € 11.75 an hour. Here again, the agreement signed on minimum income does not significantly affect the remuneration of delivery riders. Moreover, when accounting for the time spent waiting between two accepted orders (41 minutes), the gross hourly pay drops to €5.13—nearly half the legal minimum wage.

Drivers

For Uber ride-hailing drivers, in 2023, the figures communicated by the platform are as follows:

Table 14 Uber driver. Compensation and waiting time for an order (public data, 2023)

Time -category-	Compensation	Minutes
Waiting between service		00:29:02
Duration of service		00:21:01
Income	18,3	
Source: Official company data, activity indicators published in accordance with the obligations set out by the LOM law.		

The figures proposed above show that, on average, the fare is already well above the minimum fare introduced in 2024 (presented above). Overall, the figures seem to be of roughly the same order of magnitude as those given by the platforms. The average fare in our sample is € 15.73 over the whole period, and € 18.51 for 2023. Similarly, the average duration of services is 19.9 minutes in our sample over the whole period, and 22.2 minutes in 2023. Finally, average waiting time between services (accepted offers only) is 29.8 minutes overall in our sample, and 38.28 minutes in 2023. On the basis of these indicators, our sample appears to provide a reasonably accurate representation of the broader population of drivers operating on the Uber platform, except regarding the waiting time between two proposals of services, for which it is significantly higher.

To assess the platform's compliance with agreements, the number of journeys made, working time (distinguishing between approach time and journey time), number of kilometres covered, and revenue generated over the week are calculated driver by driver. As all this information is disseminated in separate files with different structures, the data was aggregated beforehand using the timestamps of the various observations - for example, the number of hours spent on the road is present in the Driver Online Offline file, while remuneration is available in part in the Driver Lifetime Trip Data file (for the price of the trip before adjustment), in part in the Driver Payments file (which lists tips, taxes and commission), and in part in the Driver Fare Adjustments file (which lists adjustments to the fare made a posteriori by the platform). All this

information is aggregated day by day from the various timestamps, before being aggregated week by week to include bonuses linked to compliance with agreements (paid once a week). Subsets of the datasets are then created for all the periods to be verified: between February 1, 2024, and June 26, 2024, for the first agreement, then after June 26, 2024, for the amendment to the agreement. And after May 1, 2024, for the third agreement. It is not possible to verify the correct application of the 2nd agreement from driver data sets.

The first agreement, in its initial version, introduced a minimum remuneration per trip of € 7.65. To assess compliance, for each week and each driver, the total net income is divided by the number of journeys made in the week. No breaches of the agreement were found in any of the 1104 weeks tested. In its amended version, the minimum remuneration increases to € 9 from June 26, 2024. This time, 3 weeks out of 1191 (post June 26, 2024) do not comply with the terms of the agreement, according to the data mobilised. It is important here to note the considerable difficulties encountered in estimating breaches of the terms of the agreement. Indeed, several clues (notably discrepancies between the tax statements communicated to drivers by the platform and the figures observed) suggest that some workers have received only fragmentary data, or that a subsequent consolidation has altered the figures relating to payments. In addition, it is difficult to estimate the exact number of journeys affected by post-hoc fare adjustments.

The second agreement establishes a minimum remuneration of € 30 per hour of activity (including approach time and ride time) and € 1 per kilometre covered. It's important to note here that Uber stopped collecting the distance travelled on approach in 2022, keeping only the estimate given to the driver at the time of proposing the ride. The estimated revenue per kilometre is obtained by dividing the revenue for the week by the kilometres travelled over the week. No weeks are found to be in violation of the agreement. Finally, during no week does the average hourly amount fall below 30 euros.

While violations of the terms of the agreements reached are few and far between on the part of Uber, it is important to note here that overall, these agreements only marginally improve the remuneration of drivers on the platform. In fact, over the entire period (from 2016 to 2025), for all drivers, there were only 353 weeks when pay per ride averaged less than € 7.65 (out of 18 742 weeks), and 818 weeks when it averaged less than € 9. Moreover, there were only 83 weeks where average earnings per kilometre was below 1 €, and 457 weeks where earnings per hour of activity was below 30 €. Over the whole period, for all drivers, € 8 347 were paid by Uber to drivers under the agreements, representing 0.10% of the total sum of drivers' net earnings over the period (€ 7 761 155). In our sample, 35 drivers (out of 52) received compensation linked to the agreements, but the amount received is extremely variable, ranging from € 0.03 to € 2 298.85. For the driver who received the maximum compensation, income linked to the application of the agreements represents 2% of total net income received, and 3,74% of the income received after the first agreement became effective (total earning after first agreement: € 61 402). In view of the findings raised in the 4th subsection, these results are hardly surprising. In fact, the observed drop in hourly income is almost entirely due to longer waiting times between two runs, which are not considered when calculating benefits.

For Bolt, in 2023, the numbers given by the platform are as follows:

Table 15 Bolt's drivers. Compensation and waiting time for a service (public data, 2023)

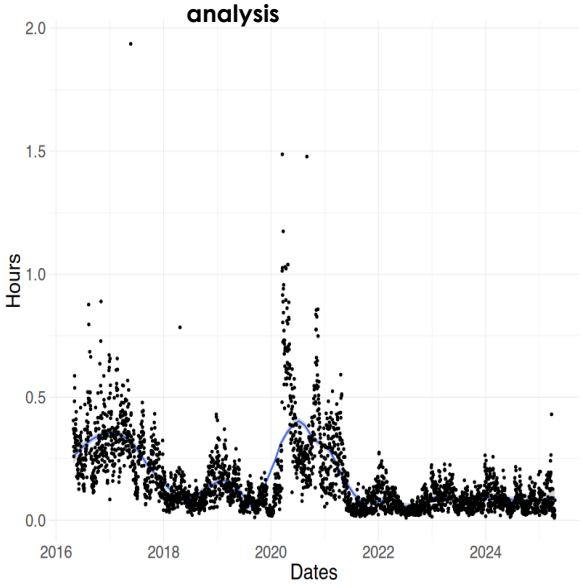
Time -category-	Compensation	Minutes
Waiting between two proposals of service		00:08:10
Duration of service		00:21:75
Income	17,98	
Source: Official company data, activity indicators published in accordance with legal obligations (LOM law).		

The data sent by the platform to the workers (following a GDPR request) is particularly incomplete, making it difficult to assess compliance with agreements. The files summarising errands (orders_n) and connection times (status_n) are split into several sub-files, according to the following structure: one file per year, and one file per month.

On the other hand, for all 6 GDPR files collected, the two sets of files do not match, and we have a larger number of days worked in the file describing activity on the application than in the one describing errands.

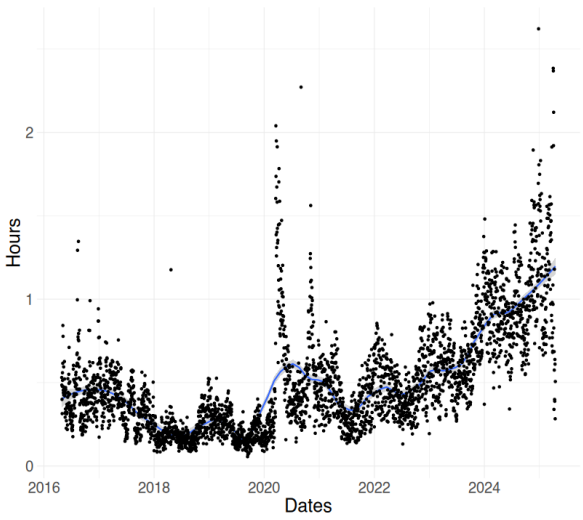
As with Uber, errands are aggregated by day, from the connection files, then the details of the errands are added to the resulting table, from the timestamps. One of the files does not have the data for the trips and has therefore been left out. The 6 other files describe 1 322 working days, between August 2022 and December 2024. Once we have removed the days for which race data is missing, we are left with 451 days worked in our data. The data gives an average fare of € 18, and an average service time of 19 minutes, over the whole period, and an average fare in 2023 of € 16.19, for an average service time of 14.48 minutes. The data available gives slightly lower values than those provided by the platform. There were no breaches of the agreements over the period, but the data available covers only 58 weeks, most of which predate the agreements. Under these conditions, it is particularly difficult to assess the platform's compliance with the agreements based on the available data.

Figure 20. Uber drivers, waiting time between two offers (accepted or not), GDPR analysis



Note: GDPR source, 73033 observations

Figure 21. Uber drivers, waiting time between two accepted offers, GDPR analysis



Note: GDPR source, 73033 observations

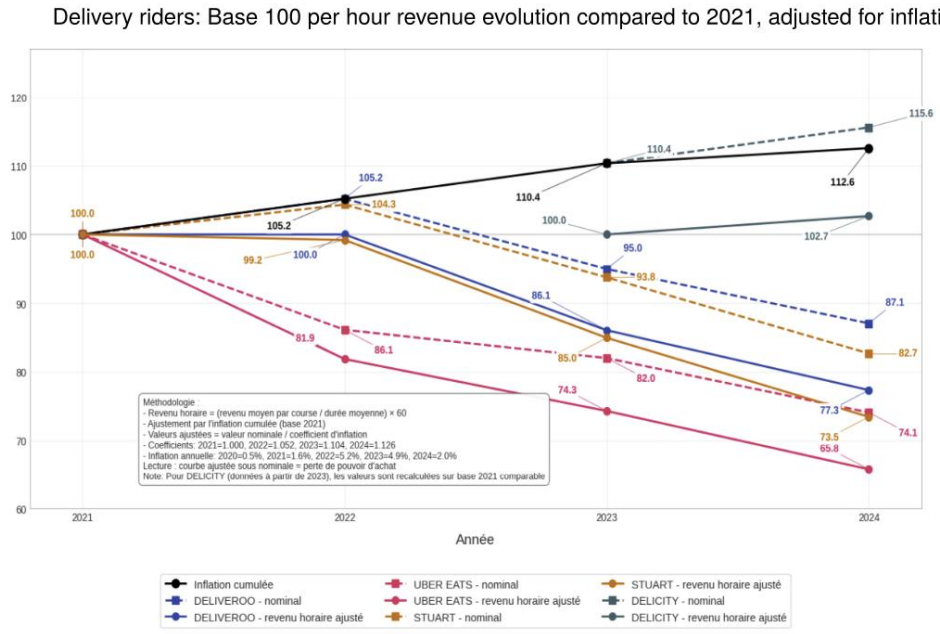
Generally, the data provided by platforms in application of article 15 of the GDPR is generally incomplete and of fairly poor quality. Uber (and Uber Eats) is the only platform for which we have complete data sets in sufficient numbers to give a good estimate of the platform's compliance with the agreements, and obtaining this data required numerous reminders and additional requests from workers to the platforms.

Overall, the data shows that the agreements do not improve workers' incomes, and even fail to stabilise them. As mentioned above, Uber has seen a decline in workers' income linked to the increase in waiting time between two rides. Between 2016 and 2024, this waiting time exploded, rising from 26 to 58 minutes

between two accepted rides. At the same time, the waiting time between two offers made by the platform paradoxically decreased and then stagnated over the period (from 18.88 minutes in 2016 to 5.18 minutes in 2024), suggesting a consequent increase in offers of rides deemed unprofitable by drivers.

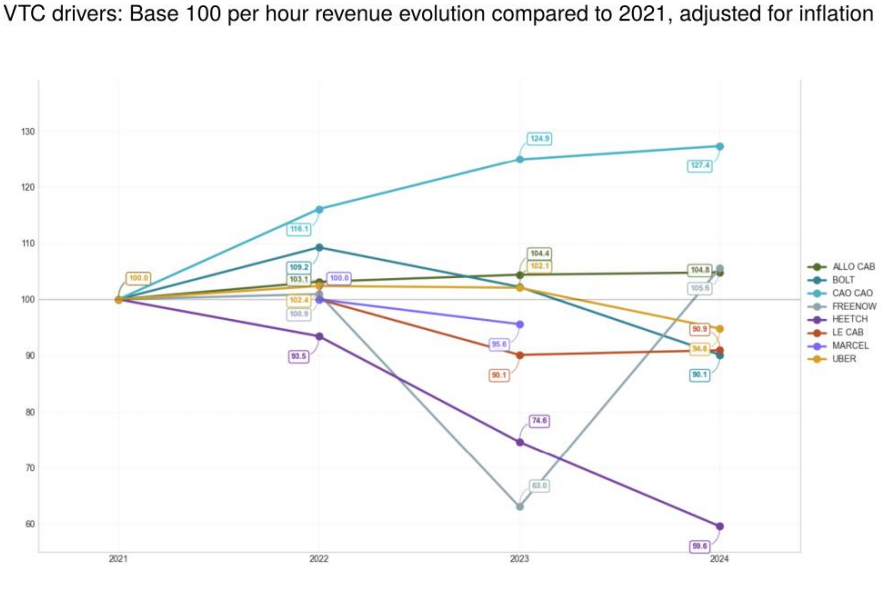
These results can be generalised to the entire delivery sector, as well as ride-hailing, based on data published by the ARPE (Figure 22 and 23) as part of its analysis of figures published by platforms in 2024. The institution thus shows that waiting times increased significantly between 2021 and 2024 for all platforms, which combined with a stagnation in revenue per trip for most platforms, leads to a collapse in hourly revenue for both ride-hailing and delivery riders.

Figure 22. Evolution of delivery riders' revenue per hour (ARPE)



Source: ARPE, Analyse 2025 des indicateurs publiés par les plateformes de livraison

Figure 23. Evolution of ride-hailing drivers' revenue per hour (ARPE)



Source: ARPE, Analyse 2025 des indicateurs publiés par les plateformes de VTC

What are the challenges faced by social partners in implementing negotiated agreements?

Even if most agreements seem to be respected by the platforms, a number of factors limit the ability of trade unions and workers' associations to verify that agreements are being properly implemented, and to negotiate effective agreements, particularly regarding workers' pay. Indeed, trade union organisations seem to encounter difficulties in gaining access to data. They are, for this, entirely dependent on workers (who make access requests under Article 15 of the GDPR) and on aggregate data communicated by platforms, as part of their obligations under the LOM law (see above), or as part of negotiations framed by the ARPE. Furthermore, the algorithms implemented by platforms are particularly opaque. We have already mentioned, for example, the complexity of the compensation payment procedures linked to the agreements set up by Uber. This complexity is reflected in the way payments are described in personal data files (payment-related data being split into three different tables, with very little related documentation), in invoices issued by Uber (where compensation simply does not appear), and in the "tax summaries" issued monthly by the company (where compensation is aggregated with bonuses and other premiums, in an insert labelled "miscellaneous"). For all platforms, information on how bonuses, premiums and price multipliers are calculated is nowhere to be found, neither in the data nor in the invoices, nor is there any indication of how they affect the compensation linked to the agreements. All in all, it is particularly complicated for workers and trade unions alike to accurately recreate, a posteriori, the details of payments linked to the various trips. Bolt, for example, does not provide details of payments in the data files communicated to workers requesting access to their personal data, only the total per ride. The platforms' control of information particularly strengthens their position, particularly in the context of negotiations. As mentioned above, the agreement most strongly supported by the trade unions is the one concerning account deactivation.

As part of the social dialogue, trade unions can "request an expert opinion" on a specific point of "technical complexity". The Director of ARPE decides how to proceed with the request, based on its content and justification. As part of this procedure, platforms are obliged to provide the data required to carry out the appraisal, within a perimeter validated by the ARPE. An expert appraisal procedure concerning remuneration is currently underway, but it is not possible to provide feedback at the time of writing, as the final report has not yet been communicated to the partners.

Beyond its mediation role, the ARPE has neither control nor coercion powers over the platforms or trade unions. The ARPE also has no access to further information nor the authority to request such data. Only a judge can demand specific information in the context of a legal procedure. The French experience at the ARPE, which aimed at improving working conditions in the sector, faces significant information asymmetries that hinder the achievement of this goal. This asymmetry in dialogue has prompted some trade unions to question the usefulness of the institution.

> *"What counts for the Ministry and the ARPE is signing agreements, to say that it works, that the French model works. They don't care if it improves conditions for delivery riders" (Elected representative, workers' association, interview 2024)*

For the ARPE, while the first mandate saw the signing of numerous agreements, notably on income, discrimination and account deactivation, the second is facing implementation challenges. On the one hand, the associations representing the platforms claim to have given way on many points, notably concerning the agreements framing minimum remuneration, and on the other, the organisations representing the workers making up the second mandate are perceived as more assertive, and quicker to take collective action outside the framework of negotiation.

> *"A lot of agreements have been signed, honestly more than expected. We never thought we'd get this far. Some of them are a bit contested, but almost as much in*

> *their implementation as in their content. They were not signed by all the organisations, far from it. But there are some agreements that have been signed, which have created minimum income levels. A lot of positive things happened during the first mandate. Today, we're not quite there yet. And then, on the trade union side, we have organisations that [have] individual strategies, but it's hard to see a collective overall strategy taking shape." (ARPE public servant, interview 2025)*

Finally, the administrative staff of the ARPE identifies the lack of definition of a common strategy on the part of the organisations representing workers as weighing on the asymmetry of the balance of power in negotiations. By contrast, the platforms' corporate association demonstrated a more unified stance in proposing an agenda and presenting common positions on the discussion topics:

> *"In other words, it has to be said that they [the API] were very active in putting forward proposals, and that they really tried to structure the exchanges (...) via regular minutes of negotiation meetings, and via agendas that were set in a way that was not military, but at least very rigorous." (ARPE public servant, interview 2025)*

Companies and the implementation of agreements

Strategies for implementing the agreements signed within the ARPE vary according to the structure and resources of each federation's member companies. In both cases, compliance with commitments is affirmed, but the modalities differ.

For API companies, implementation is often presented as a technical and organisational challenge, due in particular to the diversity of the platforms involved. One of the recurring points raised is the impossibility of pooling solutions or IT tools: "*each platform had to adapt its own internal tools*" to integrate the new minimum hourly income (delivery time) rules or procedures framing deactivations. Uber's management insists on the difficulty of creating robust automated systems capable of checking compliance with hourly thresholds under a variety of operational conditions.

In the FFTPR, Yves Weisselberger, its president, points out that the agreements did not pose any major difficulties for platforms such as LeCab, which already complied with higher standards than those set by the agreements. However, he points out that implementing the deactivation agreement required considerable organisational work: "we had to train staff, structure procedures, provide a dedicated contact for drivers, archive notifications...". This work is seen as normal, but not negligible: "it wasn't difficult, but it did require human and technical resources".

In both cases, companies' representatives emphasise that compliance is not the same as structural transformation. It is primarily a matter of complying with negotiated obligations, rather than fundamentally reconfiguring platform operations.

For the platforms, implementing the agreements has a cost in terms of developing and adapting their software solutions, which is absorbed by the platforms. Moreover, due to the specific characteristics of their systems, each platform is responsible for designing and implementing its own solution once an agreement has been concluded. Some, like Uber, choose to pay a one-off compensation every week, while others adapt the algorithm used to calculate fares. There is no coordinated strategy to standardise the implementation of agreements across platforms. Some of the trade unions' demands - notably the introduction of *numerus clausus* limiting the entry of new workers into the market - are seen as serious infringements of competition law, and a legal risk for the platforms, limiting their scope for negotiation. This last point underlines the complex position in which the ARPE finds itself: what social dialogue can be set up between companies and self-employed workers, without derogating from competition law or de facto enacting a subordinate relationship between workers and platforms?

From this point of view, the ARPE is seen as a means of avoiding “top-down” regulation of the sector. We then analyse the expectations and strategies for transposing the European directive.

Future prospects

Platform companies

Both federations anticipate that social dialogue will become increasingly complex in the months ahead. On the API side, the platforms point to even tighter deadlines, increasing union demands and rising compliance costs. They stress the importance of preserving the current model, based on sectoral representation and co-construction with the ARPE elected representatives, without opening the field to other, more restrictive forms of representation or regulation.

For the FFTPR, the outlook is also marked by vigilance on emerging issues. Its president maintains that the most recently elected trade union representatives are “more radical” and are “making demands that are difficult to meet,” particularly with respect to the numerus clausus. He also warns of the risk of structural deadlock: “We've had two very productive years, but now we're entering a more complex phase. It's normal for things to slow down”.

Regarding the transposition of European Directive 2024/2831, the two federations adopt a similar position: they consider that the directive must not result in a transformation of the status of workers or a modification of existing balances. In particular, the FFTPR warns against national “over transposition”, which would add obligations beyond those imposed by Brussels. The social dialogue is here dissociated from the political framework: platforms intend to remain social partners, but not legislative interlocutors.

These perspectives reveal a dual tension: on the one hand, the desire to maintain controlled sector regulation; on the other, the need to adapt practices to new requirements, without calling into question the foundations of the independent model claimed by platforms.

> *The government adopts a similar stance, advocating for a middle-ground solution that seeks to safeguard the status of independent workers while offering them greater protections:*
>
> *“We believe there will always be self-employed workers. So, a framework like the one established for social dialogue must be maintained.” (ARPE public servant, interview 2025)*

Trade Unions

The outlook for trade unions engaged in the platform economy appears increasingly pessimistic. Several of the more established and historically significant unions have either suspended or definitively withdrawn from the ARPE, publicly denouncing its ineffectiveness and asserting that the institutional experiment has failed to deliver concrete improvements for workers. Others remain involved but continue to denounce the intransigence of platform companies, which have so far refused to make any meaningful compromises during negotiations.

Early May 2025, trade unions reacted critically to Uber Eats’ announcement, on the 7th, of a new minimum rate of € 3 per order (an increase of 15 cents from the previous € 2.85). They emphasised that no agreement had been signed and that this adjustment was a unilateral decision by the company. The controversial nature of the announcement, along with the negative reactions it triggered, must be understood in the broader context of frozen negotiations within the sector.

According to worker organisations, the increase remains insufficient, as it applies only to minimum distance deliveries. There was no adjustment for long distance orders, which are often paid at under one euro per kilometre. One union representative stated that "*it was through the mobilisation of delivery workers that the platform felt compelled to increase pay slightly*." The Union-Indépendant organisation noted that "*a platform made a gesture for the first time*" (07/05/2025), even if the increase was limited and not matched by other companies such as Deliveroo or Stuart.

In parallel, Uber Eats also announced the distribution of a safety kit—another measure implemented outside the framework of formal social dialogue. These announcements and decisions were not coordinated through the official mechanisms facilitated by the ARPE. The last official social dialogue meetings for the delivery sector in May were considered as a failure by Union-Indépendant and FNAE, who were present, while the CGT did not attend. The most recent deliberations on ride-hailing work failed to produce any tangible outcomes and were thus regarded as unsuccessful:

> *"... we tell these people that there's no point in discussing things at a negotiating table, where Uber, present or not at the table, is freewheeling. I don't see any point in talking to them; apart from being paid every month via a tax, to take part in meetings that serve no purpose whatsoever, where it's all nonsense, where they don't make any sense". (Trade union representative ride-hailing, interview 2025)*

The only historical confederation still engaged in the social dialogue is CFDT through Union-Independent, while CGT abandoned the process in delivery sector and FO is extremely critical in the ride-hailing sector, expressing a lack of hope for real improvements or compromises from the platforms.

Across the spectrum, trade unions express deep dissatisfaction with the agreements proposed by the platforms, which are widely perceived as symbolic gestures lacking real impact on working conditions or remuneration. Most unions agree that no substantial change is foreseeable without direct and sustained pressure from the government on the platform companies.

In this context, numerous French trade unions are now explicitly calling for the abolition of the ARPE and are instead advocating for the incorporation of a genuine presumption of employment through the implementation of the European Union's Platform Work Directive. In alignment with the European Trade Union Confederation (ETUC), French unions have taken the initiative to organise the third edition of the Platfor(u)m—an assembly of European trade unionists convened to deliberate and adopt coordinated strategies concerning platform work—on French soil in 2024, with the objective of exerting pressure on the national government to enact an ambitious transposition of the Directive. These unions contend that only through binding legal obligations and robust regulatory enforcement at both national and European levels can substantive progress be made in addressing the structural inequalities and precarious conditions inherent in platform-based labour.

However, not all trade unions have called for the abolition of ARPE. Some continue to defend the strategic importance of maintaining a space for institutional dialogue, particularly for advancing the status of independent workers. These unions advocate for a model that would allow workers to remain self-employed while gaining access to improved protections and fairer remuneration. For them, the challenge lies not in dismantling the institutional framework, but in making it genuinely functional and responsive to workers' demands.

Conclusions

Despite the election of worker representatives and the formal establishment of a public agency (ARPE) tasked with facilitating dialogue between platforms and workers, no actor has the authority to compel fair

or consistent implementation of collective agreements. In practice, implementation depends largely on the willingness, capacity, and responsiveness of platform companies. The national government, although instrumental in organising and supporting the negotiation process, holds no binding power and functions primarily as a communication channel. Other state bodies such as the Labour Inspectorate require specific legal triggers and additional resources to intervene, making external oversight both limited and conditional. Because platform workers are classified as self-employed, labour inspectors currently lack jurisdiction to oversee their working conditions—a limitation that should evolve with the transposition of the EU Directive.

5. Conclusions

The **GDPoweR** project in France enabled a collaborative research study among researchers and workers possible through trade unions and workers' associations. It has shed light on the experiences, interpretative narratives and suffering caused by algorithmic management in the platform economy. Our study has identified the barriers that workers individually and collectively encounter in understanding and using their own data in negotiations or even just communicating with the platform for whom they work as independent contractors. Exercising the right to access data related to their activity as a worker using a platform has been proved arduous and sometimes impossible without a lawyer. Data as a source of key information for workers to make enlightened decisions and get involved in significant negotiations with platform companies is still difficult to accomplish.

The French experience of institutionalising social dialogue in the platform economy — through creating an Authority for Social Relations on Employment Platforms (ARPE)— highlights both the ambitions and structural limitations of regulating digital labour via soft governance. While the ARPE was designed to improve working conditions for self-employed platform workers, it has functioned mainly as a mechanism to avoid top-down regulatory intervention. In this light, the ARPE is seen by most actors, including companies, as a way to pre-empt state-imposed regulation. Consequently, the upcoming implementation of the EU directive on platform work has not generated major concern among companies operating in France.

Since the ARPE's establishment, no significant changes have been made to national labour or commercial legislation, further entrenching a model of self-regulation favouring platform interests. Furthermore, this institutional configuration has produced disappointing outcomes in both the food and parcel delivery and ride-hailing sectors — albeit in different ways. Deep information asymmetries and a lack of meaningful responsiveness from platforms in the food delivery sector have severely constrained social dialogue. By negotiating directly with retail chains, platforms move beyond their intermediary function, assuming a more central role in the commercial relationship—one to which workers have neither access in terms of data, nor any say in the negotiation process. Trade unions continue to negotiate without access to key data, such as algorithmic assignment rules, surveillance, or disparities in earnings. This lack of transparency weakens their bargaining power. Given the absence of institutional tools to monitor platform practices, they are forced to rely on legal action to prove discrimination or unfair treatment. As a result, existing agreements have had limited impact, often formalising pay levels already applied before signature. Critically, they fail to account for growing waiting times between orders, a central factor in the effective decline of concrete hourly income. While companies point to nominal increases in per-order payments, these do not compensate for more extended idle periods, especially for delivery workers.

Moreover, platforms in both sectors have refused to reopen negotiations on remuneration with an improved offer, arguing that sufficient concessions have already been made. The refusal to negotiate waiting times (without an offer of an order) also prevents social dialogue from influencing workforce management, including regulating the number of active workers. An eventual agreement that made platforms financially responsible for waiting time could act as an incentive to limit oversupply of work, as trade unions claim—but no such measure has been pursued.

This has led to growing disillusionment among unions in the food delivery sector. As of 2025, only one historical trade union confederation, the CFDT, through Union-Independent, remains engaged in institutional social dialogue, though with visible caution. In contrast, the CGT has withdrawn, judging that platforms are unwilling to engage in real compromise. Their exit from the dialogue table reflects a crisis of confidence and legitimacy in the process and reveals the limits of current governance arrangements in securing material gains for workers.

In the ride-hailing sector, the situation differs regarding union engagement but converges in outcomes. Force Ouvrière holds a majority and is widely recognised for its representatives' legitimacy and grassroots anchoring. Despite this strong organisational position, no substantial agreements have been reached, and working conditions remain precarious. This underscores the fact that even well-structured and representative union participation is insufficient to produce meaningful change when platforms retain control over key variables — including access to data, algorithmic settings, and the economic framework of service provision.

Across both sectors, the institutional architecture of the ARPE is constrained, as an administrative stance is not supposed to dispose of enforcement power and facilitate the negotiations and has limited data-sharing obligations. As a result, the output of negotiations has a restricted scope for favouring binding agreements. The result is a form of social dialogue that risks becoming purely procedural or symbolic, disconnected from the concrete dynamics of digital labour markets. The detachment from the reality of the workforce signals an abandonment of public responsibilities when a large part of the rider's population is out of range of the discussions and suffering extremely precarious conditions for survival.

Without robust mechanisms for transparency, accountability, and enforcement and a stronger legal framework compelling platforms to negotiate and implement sector-wide standards, platform governance in France remains skewed in favour of corporate unilateralism. In short, the French model illustrates the limits of institutionalised social dialogue when taking as fictional equals platform companies and platform independent and precarious workers. While the actual legislation appears to create a space for negotiation, it has not established the necessary conditions for that space to function as a vehicle for the well-being of workers, labour protection, or fair and democratic regulation of platform work.

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